

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
June 12 - June 16, 1989

Tuesday, June 13, 1989 - 9:00 AM - Planning Items . . . Page 2
followed by Legislative Briefing

Tuesday, June 13, 1989 - 1:30 PM - Informal Meeting . . Page 3

Thursday, June 15, 1989 - 9:30 AM - Formal. Page 4

Tuesday, June 13, 1989 - 9:00 AM

Multnomah County Courthouse, Room 602

1. The following Decisions of the Planning Commission of May 8, 1989, reported to the Board for acknowledgement by the County Chair: Case CU 6-89 - Approve, subject to conditions, conditional use request for Phases I and II of the request to remove and sell clay material from the subject property, for property located at 14545 NW St. Helens Road - Continued from June 6, 1989

INFORMAL BRIEFINGS

2. Legislative Briefing (if needed) - Fred Neal, Howard Klink

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Meeting of
Tax Supervising & Conservation Commission
Portland Building, Conference Room B, Second Floor
10:00 AM

Public Hearing on Multnomah County Budget and Service District Budgets, at which majority of Board Members will be attending

Tuesday, June 13, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
No Bids
2. Presentation of Charitable Solicitations Task Force Report
- Barbara S. Donin
3. Briefing on Commercial Appraisals in Multnomah County - Bob
Ellis, Janice Druian
4. Briefing on implementation strategies for contract with MCA
for FY 89-90 - Duane Zussy
5. Informal Review of Formal Agenda of June 15, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, June 15, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- Wiley*
R-1 In the matter of the appointment of Sharon Wiley to the Private Industry Council

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Order Accepting Deeds for County Road Purposes: *PA-1 RB-2*
a) Neal T. and Sandra Ashe - S.E. 223rd Avenue
- R-3 In the matter of ratification of an intergovernmental agreement with the Oregon State Department of Transportation, Highway Division to provide Engineering Services as needed for county projects for a period of five (5) years - July 1, 1989 to June 30, 1994 *PA-1 RB-2*
- R-4 In the matter of ratification of a supplemental intergovernmental agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets for fiscal year 1989-1990 - July 1, 1989 to June 30, 1990 *PA 1 Gk Ind*
- R-5 In the matter of ratification of a supplemental intergovernmental agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets for fiscal year 1989-1990 - July 1, 1989 to June 30, 1990
- R-6 In the matter of ratification of a supplemental intergovernmental agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets for fiscal year 1989-1990 - July 1, 1989 to June 30, 1990
- R-7 In the matter of ratification of an amendment to the Transportation Portion of the Transition of Urban Services Intergovernmental Agreement with the City of Portland, effective July 1, 1989 *PA 1 Gk Ind*

- Approved*
- R-8 Notice of Intent to file a grant application with the U.S. Department of Housing and Urban Development's Fair Housing Initiative Program by the Community Development Division, for \$40,000 for the implementation of a community-wide education and outreach project, with \$20,500 coming from local share (City of Portland - \$7,000 in kind; Multnomah County Legal Aid Service - \$13,500 in kind)
- PA 1st
GK 2nd*

ORDINANCES - DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-9 First Reading - An ordinance amending Multnomah County Code Chapter 11.60 and authorizing the Multnomah County Chair to accept deeds and easements for road purposes
- PA 1st
GK 2nd*

DEPARTMENT OF HUMAN SERVICES

- Approved*
- R-10 Notice of Intent to apply to the Administration of Children, Youth and Families, Office of Human Development, Department of Health and Human Services, Headstart Bureau, by the Social Services Division, for share of allotted funds (\$18,450,000 nation-wide) for comprehensive, intensive and integrated support services to low income children from birth to entrance into grade school
- R-11 In the matter of ratification of a revenue agreement with State of Oregon Department of Human Resources, Senior Services Division, to withdraw \$128,885 in contract, to accommodate State decreases in federal Title XIX and Oregon Project Independence funding for FY 89-90 and to release federal Title III funds for carryover to FY 89-90, and provides funding toward a national case management study and shifts dollars to fund furnishings and equipment purchases
- R-12 Budget Modification DHS #62 making a reduction in the amount of \$128,885 in Aging Services, as a result in State decreases in federal Title XIX and Oregon Project Independence funding for FY 89-90 as provided in above entitled agreement
- R-13 Budget Modification DHS #63 making an appropriation increase in the amount of \$20,172 in Aging Services, in grant funds which were carried forward from FY 87-88, and shifts unexpended funds from services to administration to support the extension of the Linking Networks project through the end of the FY 88-89 fiscal year
- RB- 1st
PA 2nd*
- RB 1st
PA 2nd*
- RB*

- Appr 2*
- R-14 Budget Modification DHS #64 making a reduction in Director's Office, Community Services, in the amount of \$514,146 to reflect actual FY 87-88 carryover amounts, actual FY 88-89 revenue contracts, and actual or projected FY 88-89 expenditures to June 30, 1989 by Metropolitan Community Action (MCA) and Human Solutions, Inc., for low-income weatherization services *RB-1st PA 2nd*
- R-15 Budget Modification DHS #65 making an appropriation transfer in the amount of \$3,735 within Social Services, Administration from Professional Services to Personal Services, to reflect the reclassification of two positions (an OA 3 to Administrative Assistant, and an Administrative Assistant to Administrative Specialist. 2) *RB-1st PA 2nd*
- R-16 Budget Modification DHS #66 making an appropriation transfer in the amount of \$3,724 in Social Services, Federal State funds (Juvenile Services Commission), from Materials & Services (Contracts) to Capital Outlay (Equipment) for the purchase of a Wang PC and printer to allow the Youth Program Office to access the Department's OIS system *RB-1st PA 2nd*
- R-17 In the matter of ratification of an agreement with State Department of Education, for the State to reimburse the county for inspecting 42 food preparation and meal serving sites operating under the USDA Summer Food Service Program, for the period June 19 to August 30, 1989 *RB 1st PA 2nd*
- R-18 Notice of Intent to file grant application by the Juvenile Justice Division to the Department of Health and Human Services, Office of Juvenile Justice and Delinquency Prevention, for total of \$97,209, for Street Law Program (to teach at-risk juveniles an understanding of the relationship of the laws to social order) *RB 1st PA 2nd*
- R-19 In the matter of ratification of an Intergovernmental Revenue Agreement with State Mental Health Division for the biennial agreement for the period July 1, 1989 through June 30, 1991, for the provision of community Mental Health Services in Multnomah County *RB-1st PA 2nd*

RB-1st
PA 2nd

Approved

- R-20 In the matter of ratification of intergovernmental agreements representing annual renewal of all mental health contracts for FY 89-90, for period July 1, 1989 to June 30, 1990, from the following: Oregon Health Sciences University-CDRC; City of Portland Parks and Recreation; Mt. Hood Community College; Children's Psychiatric Day Treatment; Portland Employment Project - PCC; Portland Public Schools Dist. #1; Reynolds School District #7; Tri-Met; Oregon Health Sciences University; Alcohol Treatment and Training Center

DEPARTMENT OF JUSTICE SERVICES

- R-21 Budget Modification DJS #29 reclassifying two positions in the Sheriff's Office: Program Manager I to Program Manager II, and transferring \$1,349 from Corrections Facilities Division to Corrections Programs Division; and Financial Technician to Financial Specialist, and transferring \$2,471 from Corrections Facilities Division to Fiscal Unit
- R-22 In the matter of ratification of an Intergovernmental Agreement with the State Department of Corrections, providing for the transfer of State Department of Corrections employees to Community Corrections Division, as per ORS 236.610 to provide services under Structured Supervision program funded by Federal Grant

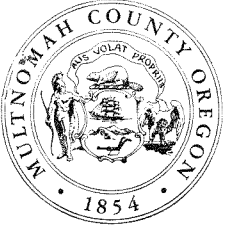
GK-1st
PA 2nd

GK-1st
RB-2nd

ORDINANCES, BOARD OF COUNTY COMMISSIONERS

- R-23 First Reading - An Ordinance amending Multnomah County Code 2.30.300, relating to the Department of Justice Services; and declaring an emergency
- R-24 First Reading - An Ordinance amending Multnomah County Code Chapter 2.30, relating to Justice Services; and declaring an emergency
- R-25 First Reading - An Ordinance amending Multnomah County Code 2.30.010, relating to definitions; and declaring an emergency

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:
Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 27 for Rogers Multnomah East subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

TO : Jane McGarvin
Barbara Jones

FROM : Delma Farrell

DATE : 6/6/89

RE : Agenda Submissions
Week of June 12-16, 1989

1989 JUN 11 10:01
CLERK OF COUNTY
OFFICE

INFORMAL A.M.

No morning informal - Tax Supervising and Conservation Committee at City Hall

INFORMAL P.M.

- DGS 1. Submitted by Bob Ellis, Janice Druian. Commercial and Industrial Appraisals briefing.
2. Submitted by Barbara Simon. Presentation of Charitable Solicitations Task Force Report. Copies have already been sent to each office.

FORMAL

- DES 3. Submitted by Bob Pearson. Proposed Ordinance amending MCC Ch. 11.60 authorizing the County Chair to accept deeds and easements for road purposes.
4. Submitted by Bob Pearson. Supplement agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets for fiscal year 89-90.
5. Submitted by Ed Pickering. Intergovernmental agreement with the City of Troutdale to convey to the County \$7,000 from its Bicycle Capital Improvement Fund in exchange for providing adequate shoulder for bicyclists on N. E. Troutdale Road between Stark and N.E. Cherry Park Road.
6. Submitted by Janet Hawkins/Cecile Pitts. Multnomah County proposal to the U.S. Dept. of Housing and Urban Development's Fair Housing Initiative Program. Proposal request will be for \$40,000 to conduct comprehensive, community-wide fair housing education and outreach project.
7. Submitted by Betsy Williams/Larry Nicholas. Amendment to Transportation portion of Transition of Urban Services Intergovernmental Agreement with the City of Portland, effective 7/1/89.

8. Submitted by Bob Pearson. Supplemental Agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets for fiscal year 1989-90.
9. Submitted by Bob Pearson. Agreement with Oregon State Department of Transportation, Highway Division to provide Engineering Services as needed for county projects for a period of five (5) years.
10. Submitted by Bob Pearson. Supplemental Agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets for FY 89-90.
11. Submitted by Dick Howard. Warranty Deed/Order for County Road Purposes. S. E. 223rd Avenue/County Road No. 4967 Item 87-301. Accepting deed for road purposes from Neal T. and Sandra Ashe.
- DHS 12. Submitted by Susan Clark. Notice of Intent to apply for grant to the Administration for Children, Youth and Families, Office of Human Development, Dept. of Health & Human Services, Headstart Bureau to fund comprehensive, intensive and integrated support services to low income children from birth to entrance into grade school, focusing on intellectual, physical, social and emotional development. Grant may be funded up to five years.
13. Submitted by Bill Thomas. DHS Bud Mod #64 requests decrease in Director's Office, Community Services budget appropriation w/in M & S by \$514,146 to reflect actual FY 87-88 carryover amounts, actual FY 88-89 revenue contracts, and actual or projected FY 88-89 expenditures to 6/30/89 by Metropolitan Community Action (MCA) and Human Solutions, Inc. for low income weatherization services.
14. Submitted by Susan Clark. Intergovernmental Revenue Agreement with State Mental Health for the period 7/1/89 - 6/30/91 for the provision of community mental health services in Multnomah County.
15. Submitted by Susan Clark. Ratification of intergovernmental subcontract agreements representing annual renewal of all mental health contracts for FY 89-90. See attached summary which identifies specific providers, services contracted for and amounts. Terms of these agreements is 7/1/89 through 6/30/90.
16. Submitted by Lorenzo Poe. Notice of Intent to apply for a grant. Street Law Program, goal is to teach at risk juveniles an understanding of the relationship of the laws to social order. Target population includes youth 13-17 years old who are at risk of becoming gang involved.
17. Submitted by Art Bloom. \$840 intergovernmental revenue agreement with the State Department of Education whereby State agrees to reimburse County for inspecting 42 food preparation and meal serving sites operating under the USDA Summer Food Service Program for the period 6/19/89 through 8/30/89.

18. Submitted by Duane Zussy. DHS Bud Mod #66 moves \$3724 of State JSC revenue from contracts to operations to purchase Wang PC and printer.
19. Submitted by Marie Eighmey. Revenue contract withdraws \$128,885 in federal Older Americans Act, Oregon Project Independence funds to bring the contract into compliance with recent state reductions to federal Title XIX and State Oregon Project Independence funds to release federal Title III funds for carryover to FY 89-90, to provide funds to support a national case management study. SUBMIT WITH BUD MOD DHS #62.
20. Submitted by Marie Eighmey. DHS Bud Mod #62 to decrease Aging Services Division's FY 88-89 budget by \$128,885 in federal Older Americans Act, federal title XIX, and State Oregon Project Independence Funds.
21. Submitted by Susan Clark. DHS Bud Mod #65 transfers \$3,735 from Professional Services and Personnel within SSD Administration budget to reflect a reclassification.
- DJS 22. Submitted by R. Showalter. Reclassification of a Program Manager I to a Program Manager II, and reclassification of a Financial Technician to a Financial Specialist I in the sheriff's Office Budget. DJS Budget Modification #29.

June 15, 1989

In the matter of the appointment of Sharon)
Wylie to the Private Industry Council R-1)

Upon motion of Commissioner Anderson, duly seconded by
Commissioner Bauman, it is unanimously

ORDERED that said appointment(s) be confirmed.

DATE SUBMITTED 6/7/89

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Appointment to PIC

Informal Only* _____
(Date)

Formal Only 6/15/89
(Date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Judy Boyer TELEPHONE X-3308

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Appointment of Sharon Wiley to the Private Industry Council Board.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ - General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Clack County

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARDS AND COMMISSIONS



MULTNOMAH COUNTY OREGON

JB
MAY 19 1989

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Private INDUSTRY COUNCIL

- B. Name Sharon L. Wyllie

Address 1265 SE Roberts Rd

City Gresham

State OR

Zip 97080

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

Home Phone 666/859

① Human Resource Strategies Inc - Consultant

- C. Current Employer ② P/T Temp Multnomah County Dept of General Services

③ Private Contract w/F. Montessori Earth School

Address Home Office same as above

City

State

Zip

Your Job Title

Work Phone 666/859

(Ext)

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

- D. Previous Employers

Dates

Job Title

See Resume. Note: Farmer's Market Project
was completed as Staff Assistant to County
Commissioner Polly Castorline.

CONTACT:

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

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

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Gresham Area Chamber of Commerce	1988-89	Legislative Committee Chair
Gresham Farmers Market	beg. May 1989	Board Member

F. Please list post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
University of California Riverside	1967-68	
	1971-74	BA Political Science

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

Linda Alexander 2483300

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

If serving as a consultant to any organization where a conflict existed with PIC, I would so state and not vote. I do not anticipate any

I. Affirmative Action Information

F / white
sex / racial ethnic background

particular problem

birth date: Month 7 Day 12 Year 49

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

Signature Sham Taylor

Date May 18, 1989

RESUME

SHARON L. WYLIE
1265 S.E. Roberts Rd.
Gresham, Oregon 97080
666-1859

SUMMARY

Ten years experience managing government and private, non-profit operations in human resources, risk management and executive policy development. Three years managing special projects in organizational development, risk, human resource and management systems analysis and program design.

EDUCATION

1974 B.A. Political Science, University of California, Riverside.
1981- Varied Human Resource and Personnel Management seminars and short
84 courses offered through the Local Government Personnel Institute
and the International City Managers Association.

DEMONSTRATED SKILLS

ORGANIZATIONAL ANALYSIS AND DEVELOPMENT

- Function analysis and description
- Mission and goal clarification
- Development of systems appropriate to particular missions, goals and outcomes
- Development of specific plans for program and project accomplishment including all evaluation processes

PROJECT PLANNING AND MANAGEMENT

- Community or organization-wide projects
- Projects involving technical and volunteer participants
- Projects that include managing perceptions within the larger community
- Projects that include small businesses or organizations with varied constituencies
- Development and initial implementation of new programs and newly formed organizations

PROGRAM DESIGN

- Problem analysis and definition
- Development of alternative strategies
- Consensus building/decision development
- Appropriate written materials
- Work plans and evaluation tools
- Implementation support and training

PROJECTS/CONSULTING

- Current-Analysis of proposed legislation (legislative liaison) for Multnomah County
- Current-Development of program descriptions and prototype grants for private educational institution
- Current-Marketing contract human resources consulting service to small organizations
- 1989-Rewrote the Business Directory for Gresham Chamber of Commerce
- 1989-Developed a specialized recruitment and testing process for key management position for the City of Gresham

- 1988-Conducted a comprehensive analysis of the Tax Foreclosure program and property management practices of Multnomah County
- 1988-Completed a comprehensive, county-wide risk management Program for the Department of General Services, Multnomah County
- 1987-Organized and launched the Gresham Farmers' Market (a private, non-profit corporation)

EMPLOYMENT

- 1984-86 **Staff Assistant** to the King county Executive, Seattle, Washington

Liaison to elected officials and bodies in the Seattle area, staff for special projects including quality analysis of public defender staffing and evaluation issues, long-range human resource planning and management recruitment.

- 1984 **Employment Specialist**, METRO, Seattle

Specialist in recruitment and evaluation of management, engineering, architecture, community relations, strategic planning and accounting positions in a transit and water quality agency with 5500 employees.

- 1981-84 **City Administrator** for Personnel and Risk Management, City of Tukwila, Washington

Managed all human resource and risk management functions for a full-service city with 5 bargaining units, a \$10,000,000 budget and 115 employees. Responsible for labor relations, varied benefit and employee relations programs, budget preparation and presentation, design of performance appraisal methods for fire, police, and other positions, affirmative action plan development and implementation, health and safety programs, insurance and self-insurance programs and claims administration.

- 1980 **Employment Counselor/Recruiter**, private personnel agency, Seattle
- Recruited and placed office and accounting personnel

- 1979 **Campaign Manager**, County Counsel Campaign, King County, Washington

Managed all aspects of County Counsel Campaign, including event planning, volunteer recruitment, public disclosure record keeping, media relations and office management

- 1975-78 **Associate Director**, King County Rape Relief, Renton Washington

Established and managed private, non-profit victim advocacy program. Responsible for public education program, newsletter, special

events, fund development, public speaking, training volunteers and professional staff such as police and medical personnel.

1975 **Employment Assistant**, Career Planning and Placement Office,
University of California, Riverside

Managed a career development program that matched students with career-oriented internships for academic credit. Duties included liaison with local institutions, vocational testing and coordination with academic programs.

1971-75 Varied, full-time employment as commercial artist, researcher and campaign manager while pursuing degree at the University of California.

1963-71 Part and full-time employment in commission sales while attending school.

PERSONAL DATA

Age: 39

Married, parent of twin daughters

Hobbies and interests: Wilderness travel, running, detective novels, organic gardening and gourmet cooking.

REFERENCES AND WORK PRODUCT SAMPLES AVAILABLE UPON REQUEST

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/15/89
Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Warranty Deed/Order for County Road Purposes

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *RWH*

TELEPHONE 3599

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY

S.E. 223RD AVENUE/COUNTY ROAD NO. 4967
ITEM 87-301

Accepting deed for road purposes from Neal T. and Sandra Ashe.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the Exhibit "A", which is attached to said deed.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other _____

*Sent to
R/2/E
7/7/89*

1989 JUN - 8 PM 4:05
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONER

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

June 15, 1989

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING WARRANTY DEED FROM NEAL T. AND SANDRA ASHE
ON SE 223rd AVENUE, ITEM 87-301

R-2 Order #89-118

ORDER & DEED TO BE RECORDED

54581

54581

Gm Burns

Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

June 15, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING WARRANTY DEED FROM NEAL T. AND SANDRA ASHE
ON SE 223rd AVENUE, ITEM 87-301

R-2 Order #89-118

ORDER & DEED TO BE RECORDED

Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

1989 JUL 12 AM 11:05
MULTNOMAH COUNTY
CLERK OF COMMISSIONERS
OFFICE

June 15, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING WARRANTY DEED FROM NEAL T. AND SANDRA ASHE
ON SE 223rd AVENUE, ITEM 87-301

R-2 Order #89-118

ORDER & DEED TO BE RECORDED

Patricia Smith

Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1989 JUL 11 AM 10:12

MULTNOMAH COUNTY
OREGON





MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
JANE McGARVIN • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement with the Oregon State Department)
of Transportation, Highway Division to provide)
Engineering Services as needed for county)
projects for a period of five (5) years - July 1,)
1989 to June 30, 1994 R-3)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Bauman, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89

Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: _____

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 3838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Agreement with Oregon State Department of Transportation, Highway Division to provide Engineering Services as needed for county projects for a period of five (5) years.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) minutes

IMPACT:

/ PERSONNEL

/X FISCAL/BUDGETARY Road Fund - Estimated \$20,000.00 yearly

/ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V

1989 JUN -6 PM 4:04
CLERK OF COUNTY
JULY 1989
MULTI-COUNTY
OREGON

[Handwritten signatures]



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bob Pearson Phone 3838 Date 5/10/89

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Agreement with Oregon State Department of Transportation, to provide various engineering services as needed for county projects for five (5) years

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Department of Transportation
Contractor Name Oregon State Highway Division
Mailing Address Transportation Building
Salem, OR 97310

Phone _____
Employer ID# or SS# _____

Effective Date July 1, 1989

Termination Date June 30, 1994

Total Amount of Agreement \$ 20,000.00 per year

Payment Terms
☐ Lump Sum \$ _____
☒ Monthly \$ as work is performed
☐ Other \$ _____
☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head [Signature] Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE		P.O.	AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION	
															<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)			
VENDOR CODE			VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER		FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/ DEC IND		
			150	030	6101		6110	03						\$				
														\$				
														\$				
														\$				

ENGINEERING SERVICES AGREEMENT
JULY 1, 1989 - JUNE 30, 1994

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "County."

W I T N E S S E T H

RECITALS

1. By the authority granted in ORS 366.780, 368.075, and 369.20, the State may furnish engineering assistance to the various counties upon request of the County on terms and conditions mutually to the State and the County.
2. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with the various counties and cities for the performance of work on certain types of improvements projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Fully qualified construction engineering personnel assigned to the Metro Region Engineer will be made available to provide the necessary services on as as-needed and as-available basis. All services provided by the State will be at the sole expense of the County with no cost to the State.
4. NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

STATE OBLIGATIONS

1. State shall, upon execution of this agreement, assign a liaison person to receive requests from the County and to coordinate the assignment of State personnel to provide the required engineering services for County projects. The liaison person shall also be responsible for preparation of the proper forms to itemize the costs for individual projects.
2. State shall, upon request by the County, furnish fully qualified personnel to provide construction engineering services for County projects, including but not limited to, plant and field metal fabrication inspection, concrete and asphalt plant control, soils and analysis, paint inspection, field compaction tests, laboratory analysis, plant and field aggregate inspection, metal and concrete pipe inspection and required office support services. The State shall also furnish manuals, reports, standard drawings and other such Oregon State Highway Division publications, as requested by the County.

3. State shall submit monthly itemized statements, indicating the individual road or project on which services were provided, for actual costs incurred to date on the basis of prevailing salary rates for each classification, normal payroll additives and equipment rental, provided that compensation to the State shall not exceed the total sum of \$20,000 per year during the effective period of this agreement. In the event that the State incurs \$15,000 of actual costs, no further work will be performed until the County has been notified. In the event that the State incurs \$20,000 of actual costs, no further work will be performed under the term of this agreement.

4. State shall compile and maintain accurate costs accounting records of actual costs incurred by the State on behalf of the individual County projects. Such records shall be maintained in a form acceptable to the County and documented in such a manner as to be easily verified as to authenticity.

COUNTY OBLIGATIONS

1. County shall notify the State, through the assigned liaison person from the Metro Region Office, well in advance of upcoming County projects which are anticipated to require engineering assistance with detailed information concerning the type of personnel required, project locations and anticipated times of beginning. The County shall notify the State at least one week in advance of specific needs.

2. County shall, within 30 days following receipt of itemized statements, reimburse the State for 100 percent of actual costs incurred by the State on behalf of County projects.

3. County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

MUTUAL OBLIGATIONS

1. The parties hereto mutually agree and understand that the effective term of this agreement shall be from the date of execution by the State Highway Engineer through June 30, 1994, and may be extended by mutual written consent, for an additional five (5) year period.

2. The parties hereto also mutually agree and understand that this agreement may be terminated at any time by either party upon 30 days written notification to other party by registered mail or in person.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The engineering assistance arrangement was approved by the Chairman of the Oregon Transportation Commission on September 15, 1982.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

By _____
Region Engineer

STATE OF OREGON, by and through its
Department of Transportation, Highway
Division

By _____
State Highway Engineer

Date _____

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
Gladys McCoy, Chair
Board of County Commissioners

By _____
Assistant County Counsel



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of a supplemental)
intergovernmental agreement with the City of)
Troutdale for Multnomah County to perform certain)
maintenance functions on city streets for fiscal)
year 1989-1990 - July 1, 1989 to June 30, 1990) R-4

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89

Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Supplemental Agreement

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 248-838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Supplemental Agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets for fiscal year 1989-90.

ACTION REQUESTED:

// INFORMATION ONLY // PRELIMINARY APPROVAL // POLICY DIRECTION /X/ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

// PERSONNEL

// FISCAL/BUDGETARY

// General Fund

Other Road Revenue \$44,439.00

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment # 2 to Contract # 30129-87
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

Contact Person Bob Pearson Phone 248-3838 Date 5-8-89

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Agreement with City of Troutdale for Multnomah County to perform certain maintenance functions on city streets.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name City of Troutdale
 Mailing Address 104 SE Kibling Ct.
Troutdale, OR 97060
 Phone 665-5175
 Employer ID# or SS# _____

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ 44,439.00

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ As work is performed
☐ Other \$ _____

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head [Signature] Date _____

Purchasing Director _____ Date _____
 (Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE		P O		AGENCY				PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$					
INE IO.	CONTRACT NUMBER			FUND	AGENCY	ORGANIZATION	ACTIVITY	REV SOURCE	SUB OBJ	REPT CATEG	DESCRIPTION					AMOUNT		INC/ DEC IND			
	30129-87			150	030	6410		2775								\$					
																\$					
																\$					
																\$					

SUPPLEMENT NO. 2
TO

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1989.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1990, and amended to include Exhibits A through H attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

By

Sam K Cox
Mayor

By

[Signature]
City Recorder

Multnomah County, Oregon

Gladys McCoy, Chair

REVIEWED:

Laurence Kressel
County Counsel for
Multnomah County, Oregon

By

Deputy County Counsel

Exhibit A

SUMMARY OF ESTIMATED COSTS FOR CITY OF TROUTDALE
FISCAL YEAR 1989-90

Contract Asphalt Paving	\$28,698
Contract Asphalt Paving Preparation	5,598
Crack Sealing	7,236
Asphalt Grinder Patching	950
Asphalt Skin Patching	1,497
Road Striping	<u>460</u>
Total	\$44,439

4077V

Exhibit B

TROUTDALE CONTRACT ASPHALT PAVING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
Pelton Ave.	Sweetbriar Ln.	35th St.	\$10,850
36th St.	Evans St.	Pelton Ave.	6,231
Helen Ct.	36th St.	Pt. 337' S.W. of 36th St.	2,542
35th Cir.	Pelton Ave.	Pt. 451' N.W. of Pelton Ave.	3,379
36th Cir.	Pelton Ave.	Pt. 112' E. of Pelton Ave.	868
Pelton Cir.	Pelton Ave.	Pt. 142' N.W. of Pelton Ave.	<u>1,085</u>
		Total	\$24,955

Estimated cost \$28,698 includes material testing and inspection.

Exhibit C

TROUTDALE CONTRACT ASPHALT PAVING PREPARATION

Asphalt Grinder Patching

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
36th St.	Pelton Ave.	Evans St.	
Helen Ct.	36th St.	Pt. 337' S.W. of 36th St.	
35th Cir.	Pelton Ave.	Pt. 451' N.W. of Pelton Ave.	
Pelton Ave.	Sweetbriar Ln.	35th St.	
		Total: 6 ton AC	
		4 hours	\$1,700

Asphalt Skin Patching

Helen Ct.	36th St.	Pt. 337' S.W. of 36th St.	
		Total: 1 ton AC	
		1 hour	168

Clean Up

Grass removal, hand sweeping, and sweeping by machine.

Estimated total 3,000

Contract Asphalt Pavement

Preparation Cost \$4,868

Estimated cost of \$5,598 includes mobilization and unforeseen work.

TROUTDALE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Douglas Ct.	Sweetbriar Ln.	Cul-de-sac	2	1	188
Clark Ct.	Sweetbriar Ln.	Cul-de-sac (Crack 20' in center near manhole)			
Harlow Ct.	Sweetbriar Ln.	Cul-de-sac	1 1/2	1	183
Sweetbriar Ln.	Troutdale Rd.	Dead End S of Pelton Ave.	6	3	565
Lenor Cir.	40th St.	Cul-de-sac	1	1/2	94
Knarr Cir.	40th St.	Cul-de-sac	1/2	1/2	89
40th Ave.	Sweetbriar Ln.	Troutdale Rd.	4	2	377
Kibling Ct.	40th St.	Cul-de-sac	2	1	188
Dora Ct.	40th St.	Cul-de-sac	2	1	188
Sandy Cir.	Stott Ave.	Cul-de-sac	2	1	188
Stott Cir.	Stott Ave.	Cul-de-sac	1	1/2	94
Stott Ct.	Stott Ave.	Cul-de-sac	1	1/2	94
Stott Ave.	40th Ave.	Sweetbriar Ln.	3	1	198
Pelton Ct.	26th St.	Cul-de-sac	1	1/2	94
Spence Ct.	Corbeth Ln.	Cul-de-sac	1/2	1/2	89
Beavercrk Ln.	Troutdale Rd.	N. of 12th St.	2	1 1/2	272
14th St.	Harlow Ave.	Chapman Ave (Crack @ 308)			
15th St.	Chapman Ave.	Beavercreek Ln	1	1/2	89
18th St.	Beavercreek Ln.	18th Pl.	1/2	1/2	84
13th St.	Troutdale Rd.	Kibling Ave.	1/2	1/2	84
Kibling Ave.	13th St.	12th St.	1/2	1/2	84
12th St.	Harlow Ave.	Kibling Ave.	1/2	1/2	84

TROUTDALE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Kings Byway	Cherry Pk Rd.	7th St.	1/2	1/2	84
8th Cir.	Kings Byway	Spence Ln.	1/2	1/2	84
Fox Ct.	Cherry Pk.	Cul-de-sac	1/2	1/2	84
Doolittle Ct.	Cherry Pk.	Cul-de-sac	1/2	1/2	84
Hewitt Ave.	Cherry Pk.	Wright Pl.	1/2	1/2	84
13th Pl	257th Ave.	McGinnis Ave.	1/2	1/2	84
Clara St.	Kings Byway	15th St.			
	(Short crack at intersection)				
19th Cir.	262nd Ave.	Cul-de-sac	1/2	1/2	84
19th Pl.	262nd Ave.	Kings Byway	1/2	1/2	84
Laura Ct.	Hensley St.	Cul-de-sac	1/2	1/2	84
20th Cir.	Laura Ct.	Cul-de-sac	1/2	1/2	84
Wright Ct.	Hensley St.	Dead End			
	(One crack @ 2126)				
28th St.	257th Ave.	E. of Laura Ct.	1	1/2	89
Hewitt Ave.	27th Way	28th St.			
	(Minor crack sealing)				
Edgefield Pl.	24th St.	Cul-de-sac	1/2	1/2	84
24th Ave.	257th Ave.	McGinnis Ave.	2	1	188
Indian John Av.	24th St.	22nd St.	2	1	188
Mitchell Ct.	22nd Ave.	Cul-de-sac	1/2	1/2	84
22nd St.	Indian John Ave	23rd St.	3	1 1/2	282
Sundial Ct.	Sundial Ave.	Cul-de-sac			
	(One crack @ C.B.)				
Dunbar Pl	23rd St.	24th St.			
	(Transverse crack)				

TROUTDALE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Townsend Ct.	23rd Ave.	Cul-de-sac	1/2	1/2	84
McGinnis Ave	22nd Ave.	Cul-de-sac	1	1/2	89
		(S. of 26th St.)			
26th	Latourelle Pl.	McGinnis Ave.	1/2	1/2	84
Indian Mary Ct.	26th St.	Cul-de-sac	1	1/2	89
25th St.	McGinnis Ave.	26th St.	1	1/2	89
Abott Ct.	26th Ave.	Cul-de-sac			
	(One transverse crack)				
26th St.	257th Ave.	Indian John Pl.	1/2	1/2	84
Charity Ct.	28th St.	Cul-de-sac	1/2	1/2	84
28th St.	257th Ave.	W. of Charity Ct.	1 1/2	1	183
Hope Ct.	28th St.	Cul-de-sac	1/2	1/2	84
Faith Ct.	28th St.	Cul-de-sac	1/2	1/2	84
26th Cir.	Indian John Pl.	Cul-de-sac	1/2	1/2	84
Indian John Pl.	28th St.	25th St.	1	1/2	89
Halsey Loop	Halsey St.	Dead End	<u>1/2</u>	<u>1/2</u>	<u>84</u>
		Total	56	35	\$6,292

Estimated cost of \$7,236 includes mobilization, travel time, and unforeseen work.

Exhibit E

TROUTDALE ASPHALT GRINDER PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Tons A.C.)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Evans Ave. @ 3780	Stark St.	Sweetbriar Ln	2	2	\$826

Estimated cost of \$950 which include mobilization, travel time, and unforeseen work

4077V

Exhibit F

TROUTDALE ASPHALT SKIN PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	Material tons <u>Asphalt</u>	<u>Labor Hours</u>	<u>Cost Dollars</u>
Evans St.	@ 3660	manhole settlement	1/2 ton		
Lenor Cir.	@ 4052	settlement at curb	1/2 ton		
Lewellyn Ave.	@ 2939	sewer settlement	1/2 ton		
Kendall Ct.	23rd Ave @ 2339	sewer settlement	1/2 ton		
22nd St.	Spence Ln @ 148	sewer settlement	1/2 ton		
Beavercreek Ln	@ 2026	settlements at curb	1/2 ton		
12th St.	Chapman Ave	Harlow Ave.	1/2 ton		
Spence Ln.	8th Cir. @	manhole settlement	1/2 ton		
Kings Byway	Cherry Park Rd @ 726	settlement	1/2 ton		
Hewitt Ave.	Cherry Park Rd	Wright Pl	1/2 ton		
19th Cir.	262nd Ave @ 628	settlement	1/2 ton		
Wright Ct.	Hensley St. @ 2126	settlement	1/2 ton		
25th St.	McGinnis Ave. @ 1251	delamination	_____		
	Total		6 Tons	8 hrs	\$1,302

Estimated cost of \$1,497 includes mobilization, travel time, and unforeseen work.

13th Pl	257th Ave.	Seal delaminated asphalt at driveways
Indian Mary Ct.	22nd Ave.	

Exhibit G

TROUTDALE PAVEMENT STRIPING

<u>Street</u>	<u>Cost</u> <u>Dollars</u>
Sandy Blvd – Stripe center and shoulder lines	\$400

Estimated cost of \$460 includes mobilization, travel time, and unforeseen work.

Exhibit H

CITY OF TROUTDALE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employees, equipment, material, and overhead charges.

4077V



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of a supplemental)
intergovernmental agreement with the City of)
Fairview for Multnomah County to perform certain)
maintenance functions on city streets for fiscal)
year 1989-1990 - July 1, 1989 to June 30, 1990) R-5

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Supplemental Agreement

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 248-838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Supplemental Agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets for fiscal year 1989-90.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other Road Revenue \$8,717.00

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V/6016V



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment # 2 to Contract # 30130-87
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

Contact Person Bob Pearson Phone 248-3838 Date 5-8-89

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Supplemental agreement with City of Fairview for Multnomah County to perform certain maintenance functions on city streets.

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

Reviewed For ☐ MBE ☐ FBE Participation

Contractor is ☐ MBE ☐ FBE

Contractor Name City of Fairview

Mailing Address P.O. Box 337
Fairview, OR 97024

Phone 665-7929

Employer ID# or SS# _____

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ 8,717.00

Payment Terms

- ☐ Lump Sum \$ _____
☒ Monthly \$ As work is performed
☐ Other \$ _____

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head [Signature] Date 5-25-89

Purchasing Director _____ Date _____
 (Type II Contracts Only)

County Counsel [Signature] Date 5/30/89

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE	VENDOR NAME	TOTAL AMOUNT									
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	REV. SOURCE	SUB. OBJ.	REPT. CATEG.	DESCRIPTION	AMOUNT	INC/DEC IND.
	30130-87	150	030	6410		2788				\$	
										\$	
										\$	
										\$	

SUPPLEMENT NO. 2
TO

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1989.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1990, and amended to include Exhibits A through H attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

By Fred M. Carlson
~~Council President~~
Mayor

By Nancy DeDonato
City Recorder

Multnomah County, Oregon

Gladys McCoy, Chair

REVIEWED:

Laurence Kressel
County Counsel for
Multnomah County, Oregon

By [Signature]
Deputy County Counsel

Exhibit A

ESTIMATED COST FOR CITY OF FAIRVIEW
Fiscal Year 89-90

Crack Sealing	\$ 2,754
Skin Patching	606
Grinding Patching	1,025
Chip Sealing	431
Street Sweeping	3,574
Mowing and Brushing	<u>327</u>
	\$ 8,717

Exhibit B

City of Fairview Crack Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
227th Ave.	Halsey St.	Hancock St.			
Lincoln St.	226th Ave.	227th Ave.	2	1	\$ 188
Schuyler St.	226th Ave.	227th Ave.			
Creekside Terr.	Pt. 504' N. of Matney St.	Pt. 320' S. of Matney St.	4	2	377
Matney St.	223rd Ave.	Creekside Terr.	2	1	188
Bridge St.	223rd Ave.	Pt. 909' E. of 223rd Ave.	1	1	178
Main St.	223rd Ave.	Pt. 105' E of 214th Ave.	1	1	178
	(@ 1st St.- Transverse crack) (& West End-Transverse cracks)				
San Rafael St.	213th Ave. (@ 21328)	Pt. 105' of N.E. 214th Ave.	1/2	1/2	89
213th Ave.	Pt. 532' N. of San Rafael St. (Upper end seams)	Halsey St.	1	1/2	94
Depot St.	Pt. 329' E. of 1st St.	6th St.	2	1	188
Harrison St.	2nd Ave.	7th St.	3	1 1/2	282
Lincoln St.	223rd Ave.	7th St.	1	1/2	94
2nd St.	223rd Ave.	Main St.	1	1	178
4th St.	Main St.	Lincoln St. (Transverse crack - north end)	2	1	188
3rd St.	Cedar St.	Harrison St.	1/2	1/2	84
6th St.	Halsey St.	Depot St.	<u>1</u>	<u>1/2</u>	<u>89</u>
		Totals	22	13	\$2,395

Estimated cost of \$2,754 includes additional for mobilization, travel time, and unforeseen crack sealing.

Exhibit C

City of Fairview Skin Patching

<u>Street</u>	<u>Location</u>	<u>Material (Tons AC)</u>	<u>Labor (Hours)</u>	<u>Cost</u>
Bridge St.	@ 475 1' sq. hole	1	1	
213th Ave.	End of cul-de-sac 15' curb section			
Weidler Cir.	@ 21339 - Center of driveway (pavement settlement)	1/2	1/2	
Cedar St.	@ Wishful Vista 3'x3' hole in approach	1/2	1/2	
Lincoln St.	Potholes north side (3' square) between 4th St. and 5th St.	1	1/2	
Harrison St.	@ 4th St. northwest corner (potholes)	1	1/2	
	Total	<u>4</u>	<u>3</u>	\$ 527

Estimated cost of \$606 includes for travel time, mobilization, and unforeseen work.

Exhibit D

City of Fairview Grinder Patching

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Tons AC)</u>	<u>Labor (Hours)</u>	<u>Cost</u>
Harrison St.	6th St.	7th St.	2	2	\$891
	@340 Sewer patch		<u>3</u>	<u> </u>	<u> </u>
			5	2	\$891

Estimated cost of \$1,025 includes mobilization, travel time, and unforeseen work.

Exhibit E

City of Fairview Chip Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Labor Hours</u>	<u>Cost</u>
Creekside Terr.	Pt. 504' N. of Matney St. (edges of road)	Pt. 320' S. of Matney St.	1	\$150
Depot St.	Pt. 329' E. of 1st St. (north edge of road)	6th St.	<u>1 1/2</u>	<u>225</u>
		Total	.2 1/2	\$375

Estimated cost of \$431 includes mobilization, travel time, and unforeseen work.

Exhibit F

City of Fairview Street Sweeping

Routine sweeping of Fairview Streets

Six hours for one sweeping	\$ 518
Sweeping six time a year	<u>x 6</u>
Total	\$3,108

Estimated costs of \$3,574 which includes additional for travel time, mobilizaion, and unforeseen work.

Exhibit G

City of Fairview Road Side Mowing and Brushing

Road side mowing and brushing of various roads	8.0 hrs =	\$284
--	-----------	-------

Estimated cost of \$327 which includes travel time, mobilization, and unforeseen work.

Exhibit H

City of Fairview

For emergency, and unforeseen work as required and agreed to by the City and the County.

Cost to be billed at current employee, equipment, material, and overhead charges.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of a supplemental)
intergovernmental agreement with the City of Wood)
Village for Multnomah County to perform certain)
maintenance functions on city streets for fiscal)
year 1989-1990 - July 1, 1989 to June 30, 1990) R-6

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. B-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: _____

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Supplemental Agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets for fiscal year 89-90.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

/X FISCAL/BUDGETARY

/ General Fund

Other Road Revenue \$20,225.00

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V/4361V

1989 JUL - 11 4:02
MULTNOMAH COUNTY
CLERK

[Handwritten signatures and stamps]



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment # 2 to Contract # 30128-87
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bob Pearson Phone 248-3838 Date 5-18-89

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Supplemental agreement with City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name City of Wood Village
Mailing Address 2055 NE 238th Drive
Wood Village, OR 97060-1095
Phone 667-6211
Employer ID# or SS# _____

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ 20,225.00

Payment Terms
☐ Lump Sum \$ _____
☒ Monthly \$ As work is performed
☐ Other \$ _____
☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head [Signature] Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE		AGENCY		PO DATE		ACCOUNTING PERIOD		BUDGET FY		ACTION	
P10										<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE		VENDOR NAME							TOTAL AMOUNT		
									\$		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	REV. SOURCE	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	30128-87	150	030	6410		2776				\$	
										\$	
										\$	
										\$	

SUPPLEMENT NO. 2
TO

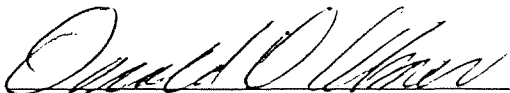
Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1989.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1990, and amended to include Exhibits A through H attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Wood Village

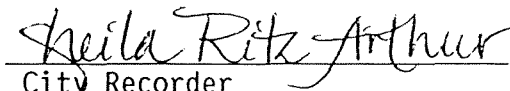
By


Mayor

Multnomah County, Oregon

Gladys McCoy, Chair

By


City Recorder

REVIEWED:

Laurence Kressel
County Counsel for
Multnomah County, Oregon

By

Deputy County Counsel

Exhibit A

SUMMARY OF ESTIMATED COST FOR WOOD VILLAGE
FISCAL YEAR 89-90

Contract Asphalt Paving	\$11,230
Contract Asphalt Paving Preparation	2,928
Crack Sealing	1,331
Skin Patching Paving	581
Grinder Patching	1,176
Street Sweeping	<u>2,979</u>
Total	\$20,225

Exhibit B

WOOD VILLAGE CONTRACT ASPHALT PAVING

<u>Road</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Width</u>	<u>Sq. Yds</u>	<u>Cost</u>
Holladay St.	239th Pl.	238th Dr.	860'	38'	3,631	\$ 9,765
					Total	\$ 9,765

Estimated cost \$11,230 includes material testing and inspection.

4085V

Exhibit C

WOOD VILLAGE CONTRACT ASPHALT PAVING PREPARATION

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Required Preparation</u>	<u>(Dollars)</u>
Holladay St.	239th Pl	238th Dr.	Crack Seal 1 cube 1/2 hour	\$ 94
			Grinder Patching 3 tons 4 hours	1,630
			Skin Patching 3 tons 3 hours	505
			Manual Clean up 3 hours	144
			Sweep w/machine 2 hours	<u>173</u>
			Total	\$2,546

Estimated cost of \$2,928 includes mobilization, travel time, and unforeseen work.

4085V

Exhibit D

WOOD VILLAGE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
238th Pl.	Glisan St.	N. of Glisan St.	1/2	1/2	\$ 89
239th Pl.	Glisan St.	N. of Oregon St.	1/2	1	173
Oregon St.	238th Dr.	239th Pl.	1	1/2	94
Shamrock Dr.	Dead End	238th Ave.	1	1/2	94
Shamrock Ct.	Shamrock Dr.	N of Shamrock Dr.	1/2	1/2	89
237th Ave.	Arata Rd.	Stanley Ave.	1/2	1/2	89
Ash Ave.	Elm Ave.	238th Dr.	1/2	1	173
Maple Ave.	Elm Ave.	238th Dr.	1	1	178
Cedar Ln.	Maple Ave.	Maple Ave.	1	1	<u>178</u>
		Total			\$1,157

Estimated cost of \$1,331 includes travel time and for additional crack sealing which may occur.

COST DETAIL

Exhibit D

WOOD VILLAGE CRACK SEALING

5 Yard truck	9.00
2 @ pickups @ 3.00	6.00
Cracksealer	8.00
Primso	<u>1.00</u>
	<u>24.00/hr</u> Equipment Cost

1 @ Maintenance Worker/lead	25.54
3 @ Maintenance Workers @ 22.53	71.67
2 @ Temporary Wrokers @ 7.50	15.00
1 @ Truck Drivers	<u>23.89</u>
	A. 136.10/hr Partial Labor Cost

1 @ Maintenance Worker 2 hr OT per 8 hr shift 33.79/hr 67.58 OT/shift
 67.58 OT/8 hr shift B. 8.44/hr additional cost
 per regular hour to cover OT

A. 136.10	crew cost	
B. <u>8.44</u>	OT cost	
144.54	<u>Labor</u> Cost per hour	144.54 Labor
		<u>24.00</u> Equip.
		<u>168.54</u> Cracksealing
		Cost per hour

Material:

\$0.182/pound @ 55 pounds/cube
 =10.01 per cube

5951V

Exhibit E

WOOD VILLAGE SKIN PATCH PAVING

<u>Road</u>	<u>From</u>	<u>To</u>	
Oregon St.	238th Dr.	239th Pl.	Chuckholes - tire tracks @ 24103
Shamrock Dr.	238th Ave.	Dead End	Depressed crosscut @ 238th Ave.
238th Ave.	Shamrock Dr.	Holladay St.	Small depression - west side - just below Holladay St.
Ash Ave.	Elm Ave.	238th Dr.	Sewer Cut @ 114
Total:			3 Tons (Fine Mix A.C.) 3 Hours \$505

Estimated cost of \$581 which includes travel time and additional skin patching that may occur.

COST DETAIL

Exhibit E

WOOD VILLAGE SKIN PATCHING

Tarpot	8.00
Roller	9.00
5 Yd Truck	9.00
2 @ pickups @ 3.00	<u>6.00</u>
	<u>32.00/hr</u> Equipment Cost

1 @ Truck Driver @	23.89
1 @ Maintenance Worker Lead @	22.54
3 @ Maintenance Worker @22.53	<u>67.59</u>
	<u>114.02</u> Labor Cost

114.02	Labor
<u>32.00</u>	Equipment
<u>146.02/hr</u>	Total
	Cost

Material:

Fine Mix (OAP) 22.46/ton

5951V

Exhibit F

WOOD VILLAGE GRINDER PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Tons)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Maple Ave.	Elm Ave.	238th Dr.	2	2 1/2	\$1,023

Estimated cost of \$1,176 which includes mobilization, travel time and unforeseen work.

COST DETAIL

Exhibit F

WOOD VILLAGE GRINDER PATCHING

Planer	55.00
Roller	9.00
Tarpot	8.00
10 yd truck	12.00
5 yd truck	9.00
Tymco Sweeper	13.50
Backhoe	15.00
Athey Loader	28.00
2 pickups @ 3.00	<u>6.00</u>
	<u>155.50/hr</u> Equipment Rate

1 @ Maintenance Workers Lead	25.54
3 @ Truck Drivers @ 23.89	71.67
2 @ Heavy Equip. Oper @ 28.14	56.28
3 @ Maintenance Workers @ 22.53	67.59
2 @ Temporary Workers @ 7.50	<u>15.00</u>
	<u>236.08/hr</u> Labor Rate

Material:

Total Cost Per Hour:

CMix (OAP) 21.46/ton
Fine Mix (OAP) 22.46/ton

Labor: 236.08
Equip. 155.50
391.58

5951V

WOOD VILLAGE STREET SWEEPING

Routine sweeping of Wood Village Streets

One Sweeping	\$ 518
No. of sweeping per year x	<u>5</u>
Total	\$2,590

Estimated cost of \$2,979 which includes additional for travel time, mobilization, and unforeseen work.

COST DETAIL

Exhibit G

WOOD VILLAGE STREET SWEEPING

Tymco Sweeper	\$13.50
Flusher Truck	<u>25.00</u>
	\$38.50/hr Equipment Cost

2 Truck Drivers @	\$23.89
	<u>x 2</u>
	\$47.78/hr Labor Cost

\$ 38.50/hr	Equipment
<u>47.78/hr</u>	Labor
86.28/hr	Total
<u>x 6</u>	Six hours per Sweeping
\$ 517.68	Total
<u>x 5</u>	Five Sweepings per Year
\$2,588.40	
<u>+ 388.26</u>	15% Contingency
\$2,976.66	Total Estimated Cost for FY 89-90

5951V

Exhibit H

CITY OF WOOD VILLAGE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employee, equipment, material, and overhead charges.

4085V



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
JANE McGARVIN • DISTRICT 4 • 248-5213
Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of an amendment to)
the Transportation Portion of the Transition of)
Urban Services Intergovernmental Agreement with)
the City of Portland, effective July 1, 1989) R-7

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Transportation

U
DATE SUBMITTED June 5, 1989

Procedure # 1201

Page 3 of 4

(For Clerk's Use)

Meeting Date 6/15/89

Agenda No. 14-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Amendment to Transition of Urban Services IGA

Informal Only* _____
(Date)

Formal Only June 15, 1989
(Date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Betsy Williams/Larry Nicholas TELEPHONE 248-5012

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Betsy Williams/Larry Nicholas

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request Board approval for amendment to Transportation portion of Transition of Urban Services Intergovernmental Agreement with the City of Portland, effective July 1, 1989.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other Road Fund

1989 JUN - 2 11 4:03
CLERK OF COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarborough/bhw

BUDGET / PERSONNEL Shawn Cordova

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) J. L. DeBay

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

XX Amendment to above, Number 1
(Original Contract Amount 4503284)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment to above, Number _____
(Original Contract Amount _____)

Contact Person Betsy Williams Phone 248-5012 Date 6/5/89

Department DES Division Transportation Bldg/Room 412/206

Description of Contract Amendment to Transportation portion of Transition of
Urban Services Intergovernmental Agreement with the City of
Portland.

RFP/BID # N/A Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name City of Portland
Mailing Address _____

Phone _____
Employer ID# or SS# _____

Effective Date July 1, 1989 (amendment)

Termination Date None

Total Amount of Agreement \$ per formula

Payment Terms

- ☐ Lump Sum \$ _____
 - ☐ Monthly \$ _____
 - ☒ Other \$ Paid quarterly, based upon
formula within the IGA
 - ☐ Requirements contract-requisition required
- Purchase Order No. _____

Required Signatures:

Department Head Paul Gasbarrgh/bkw Date 6/5/89

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE		P.O.	AGENCY		PO DATE		m m d d y y				ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION	
																			<input type="checkbox"/> Original Entry (E)	<input type="checkbox"/> Adjustment (M)
VENDOR CODE			VENDOR NAME										TOTAL AMOUNT		\$					
LINE NO.	CONTRACT NUMBER		FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION					AMOUNT		INC/ DEC IND			
			150	030	5051		6050								\$					
															\$					
															\$					
														\$						

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT amends the INTERGOVERNMENTAL AGREEMENT for Transition of Urban Services between the City of Portland (City herein) and Multnomah County (County herein) entered into in August, 1984, hereafter referred to as the AGREEMENT.

The parties agree to amend the Agreement as follows:

1. ARTICLE TWO: DEFINITIONS as amended by adding the following:

14) Shared Road Revenue includes the following:

- a) All the County fuel tax and all future revenue sources collected countywide dedicated for road purposes except new capital funding for the Willamette River Bridges, plus
- b) All State highway funds appropriated to the City pursuant to ORS 366.524 and 366.785 to ORS 366.820, plus
- c) All State highway funds appropriated to the County pursuant to ORS 366.524 to 366.542.
- d) Less the amount for Willamette River Bridge Operation and Maintenance and less the amount for Willamette River Bridge Capital as defined and calculated in Appendix C of this Agreement.

- 15) Forest Receipts includes all the Federal Forest Reserve Yield received by the County pursuant to ORS 293.560.
- 16) County Centerline Miles. All County Roads as defined by ORS 368.001(1) and maintained by the County to be measured by the distance down the center of the road without regard to number of lanes.
- 17) City Centerline Miles. All City streets over which the City has jurisdiction and which the City maintains in Multnomah County. The distance to be measured down the center of the road without regard to the number of lanes.

2. ARTICLE THREE: TRANSPORTATION, SECTION II is amended by adding the following:

F. Forest Receipts After June 30, 1989.

Notwithstanding the fund distribution formulas in Article Three, Section II, subparagraph A(3), subparagraph D(1) and Appendix C, for all fiscal years commencing on and after July 1, 1989, the County shall retain all Forest Receipts without liability to pay any portion thereof to the City. In the event the portion of Forest Receipts that would have accrued to the City under the formulas in Article Three, Section II A(3), D(1) and Appendix C are less than \$440,000 in any fiscal year, the County shall retain the difference from the City portion of the Shared Road Revenue.

G. New Formula Based on Shared Road Revenue

The fund distribution formulas in Article Three, Section II, subparagraph A(3), subparagraph D(1) and Appendix C shall continue in force until the amount to the County generated by

the new formula in this paragraph is equal to or exceeds the existing formulas. Thereafter, the City shall be entitled to the portion of shared Road Revenues based on the ratio obtained by dividing the City's Centerline Road miles by the total of the City and the County's Centerline Road Miles. Such distribution to the City shall be calculated and paid quarterly. Payments shall be made within 10 days of receipt of each jurisdiction shared road revenue for that quarter for the 1st through 3rd quarters respectively. The fourth quarter payment shall be made by August 15th.

H. Urban Transition Projects Beginning July 1, 1989, the City's portion of Shared Road Revenues, as calculated in paragraph G. above, shall for 10 years be reduced by the following amounts:

The sum of \$150,000 per quarter for a total of \$600,000 per annum through fiscal year ending June 30, 2000. All amounts subject to this adjustment shall be expended by the County on road projects specified in the County's capital improvement plan and shall be completed or under contract by June 30, 2000.

Not less than \$3,000,000 of funds subject to this adjustment during the period ending June 30, 2000, shall be expended on projects that are within the Portland Urban Services Boundary. The balance of funds subject to this adjustment shall be used on projects that are:

- i) located on streets adjacent to the Portland Urban Service Area, or
- ii) located on streets used or designated for future transit purposes, including light rail, bus or park-and-ride lots.

I. Future Cooperative projects. The City and County shall jointly exercise their efforts to accomplish the following projects:

- 1) The County and the City shall actively support the regional effort to develop a new source of funds for Urban Arterial Capital.
- 2) The County and the City shall work together to develop a proposal for complementary, non-competitive Systems Development Charge in the City and unincorporated County.
- 3) The County will do the necessary preparation to pursue a street user fee concept for long-term consideration as a road fund revenue source. When that work is done, the County and the City will each explore its possible use in the unincorporated area of Multnomah County and in the City of Portland.
- 4) The County and City shall work together to develop a plan for financing replacement of the Sellwood Bridge.

3. ARTICLE SEVEN; GENERAL TERMS, Section II is amended to read as follows:

This Agreement is subject to future appropriation by any future Board of County Commissioners or City Council. It is the intent of the parties to recognize that a permanent change in road jurisdiction occurs under this Agreement and the transfer of road funds to the City according to the formulas in this agreement are also intended to be permanent unless amended by mutual agreement.

4. The references to "Exhibit A:" in ARTICLE THREE: TRANSPORTATION, Section II A(3) is amended to read "Appendix C."

DATED this ____ day of _____, 19____.

HEREBY AGREED:

City of Portland

County of Multnomah

By _____

By _____

J.E. Bud Clark, Mayor

Gladys McCoy, Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____

By _____

Jeffrey Rogers
City Attorney

John L. DuBay
Assistant County Counsel



CITY OF

PORTLAND, OREGON

OFFICE OF TRANSPORTATION

TR 9
Earl Blumenauer, Commissioner
Felicia Trader, Director
1120 S.W. Fifth Avenue
Suite 702
Portland, Oregon 97204-1957
(503) 796-7016

CITY OF PORTLAND ROAD FUND AGREEMENT - OFFER OCTOBER 4, 1988

As amended October 11, 1988 and November 1, 1988

1. Starting with FY 89-90, Forest Receipts shall be retained by the County and \$440,000 dedicated to the Willamette River Bridges. The Forest Receipts shall be deleted from the Intergovernmental Agreement formula for sharing Road Funds with the City of Portland. City will make up the difference, if any, between the City's 84 IGA amount attributable to FFR and \$440,000.

Annual Value 440,000

2. Starting with FY 1989-90, the County shall retain an additional \$600,000 annually for 10 years from the City share after formula calculation. Such \$600,000 shall be applied to the County's C.I.P. and shall meet the following criteria:
 - a) located within the Portland Urban Services Boundary of the City of Portland at a minimum of \$3 million and the balance shall be;
 - b) located on streets that are adjacent to the Portland Urban Services Area; or
 - c) are located on streets currently used for transit purposes or are designated for future transit purposes, including light rail, bus, or park and ride lots.

These capital projects shall be completed or under contract by FY 1999-2000. There shall be no reduction in FY 1988-89 funds to the City.

Annual Value \$600,000

3.
 - a) The formula in the current contract shall be replaced by a new, simpler formula which adds together the County gas tax, the County share of the State gas tax, and the City share of the State gas tax; subtracts an amount for the Willamette Bridges operating and capital using the current Willamette River bridge formula; divides the remainder by number of centerline road miles maintained by each jurisdiction. The County shall be "held harmless" until such amount is equal to or exceeds the amount it would receive under the existing formula.
 - b) The County shall work with the City to actively support the Road Finance Study and resulting legislative requests for additional increases in the State gas tax, estimated to be at least 4¢.

Annual Value \$800,000

4. The County and the City shall actively support the regional effort to develop a new source of funds for Urban Arterial Capital. *pa Bill 66*

Annual Value \$600,000

5. The County and the City shall work together to develop a proposal for complementary, non-competitive Systems Development Charge in the City and unincorporated County.

Annual Value Unknown

6. The City has done a significant amount of analysis over the last two years on the Street User Fee concept. The County will do the necessary preparation to pursue a street user fee concept for long-term consideration as a road fund revenue source. When that work is done, the County and the City will each explore its possible use in the unincorporated area of Multnomah County and in the City of Portland.

Annual Value Unknown


7. The County and City shall work together to develop a plan for financing replacement of the Sellwood Bridge.

Annual Value Unknown

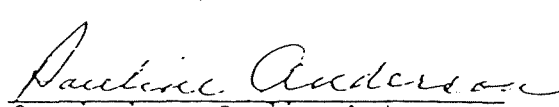
8. The County and City shall agree to amend the "Intergovernmental Agreement --Transition of Urban Services" as follows: Article Seven: Section II, Non-Appropriation Clause. "This agreement is subject to future appropriation by any future Board of County Commissioners or City Council. It is the intent of the parties to recognize that a permanent change in road jurisdiction occurs under this agreement and the formulas for transfer of road funds to the City are also intended to be permanent unless amended by mutual agreement or resolved by arbitration using the selection process described in Section I.

CITY OF PORTLAND

ACCEPTED ON BEHALF OF
MULTNOMAH COUNTY


Commissioner Earl Blumenauer

11/5/88
Date


Commissioner Pauline Anderson


Commissioner Caroline Miller

11/8/88
Date



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Notice of Intent to file a grant application)
with the U.S. Department of Housing and Urban)
Development's Fair Housing Initiative Program)
by the Community Development Division, for)
\$40,000 for the implementation of a community-)
wide education and outreach project, with)
\$20,500 coming from local share (City of)
Portland - \$7,000 in kind; Multnomah County Legal)
Aid Service - \$13,500 in kind) R-8)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Notice of Intent be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Community Development

DF
JUN 05 1989

Procedure # 1201

Page 3 of 4

DATE SUBMITTED June 5, 1989

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. 17-8

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Fair Housing Initiatives Program

Informal Only* _____
(Date)

Formal Only June 15, 1989
(Date)

DEPARTMENT Environmental Services DIVISION Community Development

CONTACT Janet Hawkins/ Cecile Pitts TELEPHONE 248-5000

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Cecile Pitts

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested. Request approval to submit Multnomah County proposal to the U.S. Dept. of Housing and Urban Development's Fair Housing Initiative Program (FHIP). Proposal request will be for \$40,000 to conduct comprehensive, community-wide fair housing education and outreach project.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) minutes

IMPACT: None

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

NOTICE OF INTENT/APPLICATION

DATE: June 5, 1989

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Dept. Environmental Services/Community Development Division
Cecile Pitts

GRANTOR AGENCY: U.S. Department of Housing and Urban Development

BEGINNING DATE OF GRANT: August, 1989 (appx.)

PROJECT TITLE: Fair Housing Initiatives Program

PROJECT DESCRIPTION/GOALS: HUD has requested proposals for the Fair Housing Initiatives Program (F.H.I.P.). The Community Development Division is developing a proposal requesting \$40,000 in funds for the implementation of a community-wide education and outreach project, designed to reduce or eliminate discriminatory housing practices in the city and county.

At this point we are requesting the following action:

- *Authorization to submit the final application
- *Authorization for County Chair to sign contracts for the project.
- *Authorization to waive Board review of RFPs required to carry out these activities.

PROJECT ESTIMATED BUDGET:

		Direct/Indirect	
NOTE: Indirect is	FEDERAL SHARE	\$ 40,000 /	66%
charged during the	LOCAL SHARE	\$ 20,500 /	34%
County Budget process.	COUNTY SHARE	\$ -0- /	%
	TOTAL	\$ 60,500 /	100%

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard-match, in-kind, etc.)

Local share is provided by City of Portland (\$7,000 - in-kind) and Multnomah County Legal Aid Service (\$13,500 - in-kind).

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:

FINANCE _____ DEPARTMENT DES IF DEPT. REPORTS, INDICATE REASONS.

As required by grant agreement.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR)

This is a one-year grant.

ADVANCE REQUESTED _____ YES X NO, IF NOT INDICATE REASON.

Not allowed.

PERSONNEL DETAIL

(Use appropriate County classification with yearly costs).

FULL TIME

FRINGE

TOTAL

NOT APPLICABLE

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

See above discussion.

COMMENTS

GRANT MANAGER

James C. Hamilton 6/2/89
Signature Date

BUDGET DIVISION

Sharon Cordova 6/5/89
Signature Date

FINANCE DIVISION

David A. Boyer 6/5/89
Signature Date

PERSONNEL DIVISION

Signature Date

DEPARTMENT DIRECTOR

David G. Goleen 6-2-89
Signature Date

DIVISION DIRECTOR

[Signature] 6-2-89
Signature Date



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
COMMUNITY DEVELOPMENT DIVISION
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

DATE: June 5, 1989

TO: Gladys McCoy, Chair of the Board of County Commissioners
Pauline Anderson, Commissioner
Gretchen Kafoury, Commissioner
Rick Bauman, Commissioner

FROM: Cecile Pitts, Acting Director *cf*
Community Development Division

SUBJECT: Fair Housing Initiatives Program (FHIP)

On June 15 the Community Development Division has requested time to discuss the federal Fair Housing Initiatives Program, and to request authorization to apply for 1989 funds.

The purpose of this memo is to provide background on FHIP and the activities to be included in the proposal.

Background

Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3600-20 [The Fair Housing Act], charges the Secretary of Housing and Urban Development with responsibility to accept and investigate complaints alleging discrimination based on race, color, religion, sex, handicap, familial status or national origin in the sale, rental, or financing of most housing. In addition, the Federal Fair Housing Act directs the Secretary to coordinate with State and local agencies administering fair housing laws and to assist public or private entities carrying out programs to prevent or eliminate discriminatory housing practices.

The Housing and Community Development Act of 1987 established the Fair Housing Initiatives Program to strengthen the Department's effort to enforce the Federal Fair Housing Act and to further fair housing. This program is intended to assist projects and activities designed to enhance compliance with the Fair Housing Act and substantially equivalent state and local fair housing laws.

RE: FHIP
Page 2
June 5, 1989

Current FHIP funding is targeted for projects designed to inform and educate the general public and housing groups about fair housing rights and responsibilities under federal, state and local fair housing laws. Applications are being solicited for education and outreach projects which promote specialized support and coordinated methods to provide for fair housing.

The Multnomah County proposal is for \$40,000 in funds for the implementation of a community-wide education and outreach project, designed to reduce or eliminate discriminatory housing practices in the city and county. We estimate that the County will be reimbursed for \$10,000 for their participation in this project. The rest of the services will be subcontracted to housing providers, community development officials, and housing advocates to address these concerns. The participants include:

City of Portland
Access Oregon
Human Solutions, Inc.
Multnomah County Legal Aid, Inc.
Multi-Family Housing Council of Oregon
Portland Community Housing Resources Board

Activities include tenant and landlord workshops, outreach to special needs populations, information and referral on discrimination complaints, provision of a legal hot line on discrimination issues, production of fair housing materials and grant management.

This project represents a collaborative approach. This is an opportunity to raise the visibility of the new fair housing act and to provide necessary education and outreach to this community. I look forward to discussing this issue next week. In the meantime if you have any questions, feel free to contact me at 248-5000.

cak



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

First Reading - An Ordinance amending Multnomah)
County Code Chapter 11.60 and authorizing the)
Multnomah County Chair to accept deeds and)
easements for road purposes R-9)

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that the first reading of the above-entitled Ordinance be approved, and that the second reading be held on Thursday, June 22, 1989 at 9:30 AM.

-2-

Commissioner Kafoury asked if something could also be done on changing the procedure for signatures on plat maps.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: County Counsel
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Proposed Ordinance

2nd Reading
6/22/89 - R-21

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 3838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Proposed ordinance amending Multnomah County Code Chapter 11.60 authorizing the Multnomah County Chair to accept deeds and easements for road purposes.

ACTION REQUESTED:

// INFORMATION ONLY // PRELIMINARY APPROVAL // POLICY DIRECTION /X/ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

// PERSONNEL

// FISCAL/BUDGETARY

// General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V/6010V

CLERK OF
COUNTY COMMISSIONERS
1989 JUN -6 PM 4:02
MULTNOMAH COUNTY
OREGON

[Signature]

[Signature]

ORDINANCE FACT SHEET

Title Authorize Chair to Accept Deeds for Road Purposes Effective Date Upon Passage

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

Will authorize the County Chair to accept deeds and easements for road purposes. The Board of County Commissioners have previously authorized the acquisition of property either through the budgetary process, special agreements with ODOT to purchase right of way, or by the County Street Standards Ordinance. This will speed up the process of accepting deeds, which shortens the time people have to wait for payments for property purchased by ODOT, as well as reduces staff time.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Washington County
Clackamas County
State of Oregon-Department of Transportation

What has been the experience in other areas with this type of legislation?

Very positive; it speeds up the process considerably.

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

ORS 368.073; ORS 318.011

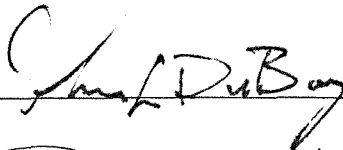
Fiscal Impact Analysis

None

(If space is inadequate, please use other side)

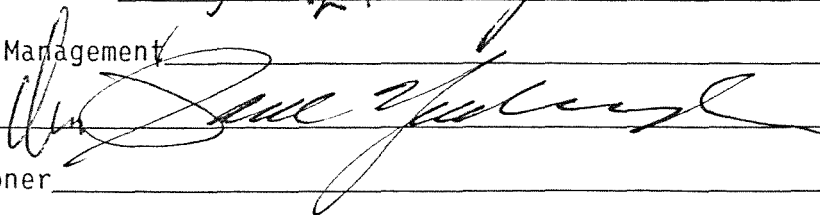
SIGNATURES:

Office of County Counsel



Office of County Management

Department Head



Liaison Commissioner

3706V/6079V

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY
ORDINANCE NO. _____

An ordinance amending Multnomah County Code Chapter 11.60 and authorizing the Multnomah County Chair to accept deeds and easements for road purposes.

Multnomah County ordains as follows:

Section 1. Findings

A. ORS 368.073 [1985 ed.] provides that real property may be acquired by Multnomah County for road purposes by (1) on its own action or by (2) a petition or by (3) a written proposal to dedicate by the property owner.

B. ORS 368.096 [1985 ed.] provides that if proceedings to acquire real property for road purposes are initiated pursuant to ORS 368.073, a county governing body may accept deeds for county road or public road purposes when the following methods were used to acquire the property: (1) by dedication or donation; (2) by purchase or other agreement; (3) by exercise of the powers of eminent domain.

C. ORS 368.011 [1985 ed.] grants the County authority to supersede ORS 368.073 and 368.096 [1985 ed.].

D. It is in the best interest of the county to authorize the Chair of the Board of County Commissioners to accept all deeds of land for road purposes.

Section 2. Amendment

Title 11.60 of the Multnomah County Code is hereby amended to add the following:

The Chair of the Board of County Commissioners is hereby authorized to accept on behalf of the Board of County Commissioners of Multnomah County all deeds of land for county road or public road purposes and easements required for road improvement and/or maintenance purposes made by petition or proposal pursuant to ORS 368.073 [1985 ed.].

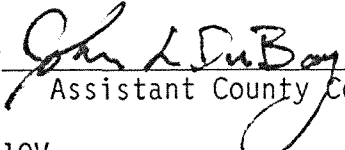
Adopted this ____ day of _____, 1989.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Gladys McCoy, Chair
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Assistant County Counsel

6010V



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Notice of Intent to apply to the Administration)
of Children, Youth and Families, Office of Human)
Development, Department of Health and Human)
Services, Headstart Bureau, by the Social)
Services Division, for share of allotted funds)
(\$18,450,000 nation-wide) for comprehensive,)
intensive and integrated support services to)
low income children from birth to entrance into)
grade school R-10)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said Notice of Intent be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Social Services

DATE SUBMITTED 5-16-89

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. K-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent to Apply for Grant

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This Notice of Intent requests Board approval to apply to the Administration for Children, Youth and Families, Office of Human Development, Depart. of Health & Human Services, Headstart Bureau to fund comprehensive, intensive and integrated support services to low income children from birth to entrance into grade school, focusing on intellectual, physical, social and emotional development. The grant may be funded up to five years.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒ INFORMATION ONLY ☒ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 Minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY If awarded, F/S.

☐ - General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (PC)

BUDGET / PERSONNEL Thomas J. Sargent 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1989 JUN - 7 PM 4:15
MULTIPLA COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Gary W. Smith, *GS* Director
Social and Family Services Division

DATE: May 10, 1989

SUBJECT: NOTICE OF INTENT TO APPLY FOR FEDERAL FUNDS

RECOMMENDATION:

I recommend your approval for the Social and Family Services Division, Youth Program Office request to seek Federal funding from the Administration for Children, Youth and Families, Office of Human Development, Department of Health and Human Services, Headstart Bureau to implement a Comprehensive Child Development Program in Multnomah County serving 120 families over a five-year period. A formal Notice of Intent is attached for your review.

ANALYSIS:

Grant funding is being sought in order to provide intensive, comprehensive, integrated and continuous support services to low income children from birth to entrance into elementary school that will enhance their intellectual, social, emotional and physical development and to provide needed support services to parents and other household family members that will enhance their economic and social self-sufficiency. The objectives of this grant are consistent with Multnomah County's priority to develop and implement services for young children and their families. The project would serve as a vehicle for developing the working agreements among existing services (AFS, PIC, Health, HAP, etc.) that can guarantee coordinated service delivery to the 120 families enrolled in the project, and will serve as the prototype for expansion to other recipients. The grant requirements state that 120 families must be served.

Comprehensive Child Development Grant
Briefing

Page 2

Key elements of the project are collaboration in the provision of services that will promote a school ready child and a self-sufficient family. Services to the child must include health services (including screening, immunization, treatment and referral); child care meeting State licensing requirements; early childhood development programs; early intervention services for children with or at-risk of developmental delay; and nutritional services. Services to the parents include prenatal care; education in infant and child development, health care, nutrition and parenting; referral to education, employment counselling and vocational training as appropriate; and assistance in securing adequate income support, health care, nutritional assistance and housing.

Multnomah County will be a co-recipient on this collaborative effort with Parent Child Services, Mt. Hood Headstart and possibly Albina Ministerial Alliance Headstart. These agencies will also be named recipients in the grant application and targeted to provide the core services.

Total amount of federal funds available for operating grants is \$18,450,000; the Headstart Bureau anticipates making from 10 to 15 grants.

BACKGROUND:

The requirements of this Grant recognize the responsibilities of various agencies and build upon the foundation established in the operating Parent Child Centers and Headstart Programs. The effort supports the findings from the Zero to Seven Committee and the Juvenile Services Prevention Committee and would provide the opportunity to establish a basic level of prevention service. The model builds upon the coordination of existing services, purchases necessary services based on family identified need, and creates new services when identified as a necessary component to reach the goal of a school-ready child and a self-sufficient family. Target families will receive services for the five-year period.

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: May 8, 1989

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Department of Human Services: Davene Cohen

GRANTOR AGENCY: Administration for Children, Youth & Families/Headstart

Bureau
BEGINNING DATE OF GRANT: October 1, 1989 (fiscal year 1990)

PROJECT TITLE: Comprehensive Child Development Program

PROJECT DESCRIPTION/GOALS:

The purpose is to carry out projects for intensive, comprehensive, integrated and continuous supportive services for infants, toddlers and preschoolers from low-income families to enhance their intellectual emotional and physical development and provide support to their parents and other family members. These services are to be provided to 120 families from birth to entrance into elementary school of the target or focus child. This project would be carried out with co-named grantees (Headstart and Parent Child Services located in Multnomah County).

		Direct/Indirect		
PROJECT ESTIMATED BUDGET:	FEDERAL SHARE	\$18,450,000	nation	wide %
From 10 to 25 grants will	STATE SHARE	\$	/	%
be awarded	LOCAL SHARE	\$	/	%
	TOTAL	\$	/	%

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

In-kind services. Most of local share (25%) is provided by Headstart/Parent Child.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE _____ DEPARTMENT X IF DEPT. REPORTS, INDICATE REASONS

Reports have not been identified, but selected sites will be expected to cooperate with a third party evaluation contractor.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR

Funding is available for up to five years.

ADVANCE REQUESTED _____ YES XXX NO, IF NOT INDICATE REASON.

Project expenses would not start until funding available.

PERSONNEL DETAIL

(Use appropriate County
classification with yearly
costs.)

FULL TIME

FRINGE

TOTAL

Not Applicable

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH
TOTAL DOLLAR AMOUNTS

- Grant funds will be appropriated in pass through contracts
budget to subcontractors.

COMMENTS

GRANT MANAGER

Gary W Smith 6/6/89
Signature Date

BUDGET DIVISION

Thomas J. Egan 5/24/89
Signature Date

FINANCE DIVISION

Paul A. Bagn 6/6/89
Signature Date

PERSONNEL DIVISION

Susan Daniel 6/6/89
Signature Date

DEPARTMENT DIRECTOR

Duane Tussy (MC) 5/17/89
Signature Date

MAY 31 1989



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES

PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934

(503) 248-3300

OFFICE OF THE DIRECTOR

PLANNING & BUDGET
COUNTY COUNSEL
EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS

(503) 248-3303
(503) 248-3883
(503) 248-3138
(503) 248-5015
(503) 248-3312
(503) 248-5135

M E M O R A N D U M

TO: Gladys McCoy
Chair, Board of County Commissioners

FROM: Tom Simpson
Analyst, Planning and Budget Division *TS*

DATE: May 19, 1989

SUBJECT: Notice of Intent to Apply for a Grant

The attached Notice of Intent to Apply for a Grant is submitted by the Social Services Division. The grant is being awarded by the Federal Government for support services to low income children. The grant may be funded up to five years.

There are two policy issues that need to be addressed. The first issue concerns indirect costs. In the Federal Register (where notices of grant awards are posted) the notice stated that the maximum amount of indirect that will be allowed is 4% on this particular grant. Furthermore, the Social Services Division informed me that the Federal Government told them that the lower the agency's rate the better chance it would have in obtaining the grant award.

I applaud the Division in its attempt to fund new programs outside of the General Fund. However, if such a program does not allow for full indirect cost recovery, the General Fund is, in fact, paying for some of the costs of that program. I encourage the Board of County Commissioners to examine the implications of making such a trade off.

The second issue that arises with this Notice of Intent concerns strategic planning. With the County undertaking strategic planning efforts, I feel it is necessary to examine all such possible grant awards. If applying for such a grant commits the County to provide certain services to the community, such a commitment needs to be reviewed in light of other priorities that the Board highlights during its planning efforts. While I have no problems with this

Gladys McCoy
May 19, 1989
Page 2

particular Notice of Intent, the greater policy question is what is the County committing to? I encourage the Board of County Commissioners, with your leadership, to grapple with this question.

6556F/TS/js

cc: Jack Horner
Duane Zussy
Gary Smith

File: Correspondance



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of a revenue)
agreement with State of Oregon Department of)
Human Resources, Senior Services Division, to)
withdraw \$128,885 in contract, to accommodate)
State decreases in federal Title XIX and Oregon)
Project Independence funding for FY 89-90 and to)
release federal Title III funds for carryover to)
FY 89-90, and provides funding toward a national)
case management study and shifts dollars to)
fund furnishings and equipment purchases R-11)

Commissioner Bauman said that in addition to making year end adjustments, this also provides for the move to the Mead Building.

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Intergovernmental Agreement be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Purchasing

Finance
Aging Services

Meeting Date 6/15/89Agenda No. R-11

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: _____

Informal Only* _____
(Date)Formal Only _____
(Date)DEPARTMENT Human Services DIVISION Aging ServicesCONTACT Marie Eighmey TELEPHONE 248-3646*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/James McConnell**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This revenue contract and accompanying budget modification withdraws \$128,885 in federal Older Americans Act, federal Title XIX, and State Oregon Project Independence funds: to bring the contract into compliance with recent state reductions to federal Title XIX and State Oregon Project Independence funds; to release federal Title III funds for carryover to FY89-90; to provide funds to support a national case management study. The mod also shifts money from federal personnel savings to purchase furnishings and equipment.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (PC)BUDGET / PERSONNEL Thomas J. SneyCOUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) James McConnell

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3646

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

TO: Gladys McCoy, Chair
Board of County Commissioners

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: James McConnell, Director *JMc*
Aging Services Division

DATE: May 26, 1989

SUBJECT: Modification #3 To State Senior Services Division Revenue
Contract For FY88-89, Aging Services Division

RETROACTIVE CONTRACT: This revenue contract modification with the State Senior Services Division is retroactive to May 2, 1989. Processing of the modification was not completed prior to that date because it was not received from the State until May 12.

RECOMMENDATION: The Aging Services Division requests Board of County Commissioners approval of this revenue contract modification #3, DHS #204-3 and its accompanying budget modification, DHS #62.

ANALYSIS: This contract modification between Aging Services Division and the State Senior Services Division reduces the current contract by \$128,885 in federal Older Americans Act, federal Title XIX, and state Oregon Project Independence funds.

This reduction brings our County budget into compliance with the state's recent decreases in federal Title XIX allocation (\$23,500) and state Oregon Project Independence (\$28,485) by releasing unexpended personnel dollars and unexpended funds initially targeted for in-home services and miscellaneous medical equipment. It also provides \$3,950 Title III funds in agency support to the national area on aging case management study and releases \$80,500 Title III planned savings for carryover to support our FY89-90 budget, for a net reduction of \$76,900. In addition, the modification shifts money from federal Title XIX unmatched dollars in personnel to purchase furnishings, supplies and equipment for Long Term Care, Adult Housing and Public Guardian programs.

County General Fund coverage of Indirect Cost on Title III and OPI is reduced by \$737.

BACKGROUND: The additional furnishings and supplies funded in this modification address the needs of the two Long Term Care branches which relocated to the David Douglas Center and include replacement of desks and chairs which either were falling apart or shared between two or more staff members. The equipment purchases include video items planned for training of case managers and computer equipment and software supporting the communication networks being established in our programs and approved by the department.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☐ Intergovernmental Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount _____)

Contact Person Marie Eighmey Phone 248-3646 Date May 26, 1989

Department Human Services Division Aging Services Bldg/Room 160/5th

Description of Contract This contract modification withdraws \$128,885 to accommodate State decreases in federal Title XIX and Oregon Project Independence funding for FY89-90 and to release federal Title III funds for carryover to FY89-90. It provides funding toward a national case management study and shifts dollars to fund furnishings and equipment purchases.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

State of Oregon DHR
 Contractor Name Senior Services Division
 Mailing Address 313 Public Service Building
Salem, OR 97310
 Phone _____
 Employer ID# or SS# _____

Effective Date May 2, 1989

Termination Date June 30, 1989

Original Contract Amount \$ 6,760,956
 Total Amount of Agreement \$ 6,760,956
 Amount of Amendment \$ (128,885)
 Total Amount of Agree-\$ 6,632,071

Payment Terms

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☐ Other \$ _____

☐ Requirements contract-requisition required

Purchase Order No. _____

Required Signatures: ment

Department Head _____ Date _____

Purchasing Director _____ Date _____
 (Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE		P.O.	AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION	
																	<input type="checkbox"/> Original Entry (E)	<input type="checkbox"/> Adjustment (M)
VENDOR CODE			VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER		FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	Rev Code	DESCRIPTION				AMOUNT		INC/ DEC IND	
	102049		156	010	1700					2064	Title IIIB				(4,430)			
			156	010	1700					2065	Title III C1				\$ (51,158)			
			156	010	1700					2063	Title III D				\$ (21,312)			
			156	010	1700					2387	Ore. Proj. Ind.				\$ (28,485)			
			156	010	1700					2609	Title XIX				\$ (23,500)			



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3646

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

TO: Gladys McCoy, Chair
Board of County Commissioners

VIA: Duane Zussy, Director
Department of Human Services

FROM: James McConnell, Director
Aging Services Division

DATE: May 26, 1989

SUBJECT: Modification #3 To State Senior Services Division Revenue
Contract For FY88-89, Aging Services Division

RETROACTIVE CONTRACT: This revenue contract modification with the State Senior Services Division is retroactive to May 2, 1989. Processing of the modification was not completed prior to that date because it was not received from the State until May 12.

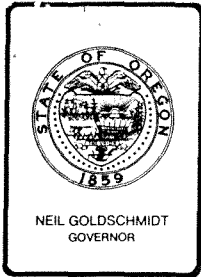
RECOMMENDATION: The Aging Services Division requests Board of County Commissioners approval of this revenue contract modification #3, DHS # and its accompanying budget modification, DHS #_____.

ANALYSIS: This contract modification between Aging Services Division and the State Senior Services Division reduces the current contract by \$128,885 in federal Olderr Americans Act, federal Title XIX, and state Oregon Project Independence funds.

This reduction brings our County budget into compliance with the state's recent decreases in federal Title XIX allocation (\$23,500) and state Oregon Project Independence (\$28,485) by releasing unexpended personnel dollars and unexpended funds initially targeted for in-home services and miscellaneous medical equipment. It also provides \$3,950 Title III funds in agency support to the national area on aging case management study and releases \$80,500 Title III planned savings for carryover to support our FY89-90 budget, for a net reduction of \$76,900. In addition, the modification shifts money from federal Title XIX unmatched dollars in personnel to purchase furnishings, supplies and equipment for Long Term Care, Adult Housing and Public Guardian programs.

County General Fund coverage of Indirect Cost on Title III and OPI is reduced by \$737.

BACKGROUND: The additional furnishings and supplies funded in this modification address the needs of the two Long Term Care branches which relocated to the David Douglas Center and include replacement of desks and chairs which either were falling apart or shared between two or more staff members. The equipment purchases include video items planned for training of case managers and computer equipment and software supporting the communication networks being established in our programs and approved by the department.



Department of Human Resources
SENIOR SERVICES DIVISION

313 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE 503-378-4728 (Voice/TDD)

Contract # ~~1-888-232-3020~~ 7092837-3020

Amendment of Agreement

The agreement effective July 1, 1988 through June 30, 1989 between the State of Oregon, Department of Human Resources, Senior Service Division, and

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

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

1. New funding amounts as of May 2, 1989 are as follows:
(date amendment prepared)

	PART B Social Services	PART C-1 Congregate Meals	PART C-2 Home Del Meals	PART D In- Home Services	Oregon Project Independ.	LTC Admin Type B AAAs	Total All Categories
FY 1989 Allocation	\$598,270	\$896,937	\$198,182	\$21,312	\$886,843	\$3,721,228	\$6,322,772
Carryover Amount	131,325	149,086	37,392	0	21,029	112,891	451,723
Transfers	220,153	(483,209)	263,056	0	0	0	0
Total Funds Available	949,748	562,814	498,630	21,312	907,872	3,834,119	6,774,495
Previous Total Contract	928,056	523,135	494,696	21,312	936,357	3,857,400	6,760,956
SSD Funds This Cont Amendment	(4,430)	(51,158)	0	(21,312)	(28,485)	(23,500)	(128,885)
New Total Contract	\$923,626	\$471,977	\$494,696	\$0	\$907,872	\$3,833,900	\$6,632,071
Balance Available	26,122	90,837	3,934	21,312	0	219	142,424

2. Funding Changes are as follows:

The OPI allocation, reduced by \$28,500 in amendment # 6, is incorporated into this contract.
Type B LTC Administration funds available reduced by \$23,550 due to revised allocations.

3. Contract Conditions:

\$489,654 of LTC administration subject to receipt of Local Match.

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

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

AGREED:

Area Agency on Aging

By James M. Connell
Authorized Signature

Title Director

Date 5-26-89

REVIEWED BY:

Fiscal Services

By M. H. McPhee

Date 5-4-89

REVIEWED BY:

Accounting Services

By Scotty

Date 5/8/89

Copies to: Fiscal Services
Accounting Services
Contracts

APPROVED AS TO FORM;
Lawrence Kressel, COUNTY COUNSEL
for Multnomah County, Oregon

BY: _____
ASSISTANT COUNTY COUNSEL

AGREED:

Senior Services Division

By _____
Administrator/Delegate

Date _____

REVIEWED BY:

SSD Program Assistance Manager

By Susan L. Dietzsch

Date 5-10-89

REVIEWED BY:

SSD Contracts Unit

By W. Henderson

Date 5-9-89

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

GLADYS McCOY, CHAIR

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

E-1 Budget Objectives
Fiscal Year 1988-89

Contract # 70328-7

Date: May 2, 1989

Mat Num	Service Category	CASH RESOURCES										IN-KIND RESOURCES		Grand Total	BUDGET OBJECTIVES			
		LTC Admin	III B	III C-1	III C-2	III D	OPI	Program Income	Cash Match	Other	USDA	Match	Other		Units of Service	Cost Per Unit	No. of Persons Served	Cost Per Case
1	Admin OAA		34,821	103,972					46,357	368,287				553,437		0.00		0
1	Admin OPI						76,193							76,193		0.00		0
1	Admin LTC	336,588												336,588		0.00		0
2	Advocacy		105,547						11,737	81,131				198,415		0.00		0
6	Protective Services		36,000						4,003					40,003		0.00		0
7	ASD Case Mgmt	3,198,399								96,318			26,355	3,321,072		0.00		0
10	Training		1,137						380					1,517		0.00		0
11	Ombudsman									8,200				8,200		0.00		0
12	I & R		64,767					300	147,865	111,037			12,583	336,552	71,062	4.74	71,062	5
12a	Translation													0		0.00	0	0
13	Outreach													0		0.00		0
13a	GateKeep Trng		3,331							2,411				5,742	6	957		0
17	Transportation		123,706					8,198		277,790			5,125	414,819	116,361	3.56	1,099	377
18	Newsletter		8,000											8,000		0.00		0
19	Resource File									16,579			8,100	24,679	180	137.11	180	137
20	Guardian	134,552								174,910				309,462		0.00		0
21	Legal Services		31,673					150		67,375			55,000	154,198	2,306	66.87	1,170	132
22	Congregate Meals			345,005				223,666		88,739	149,307		70,069	876,786	267,536	3.28	5,685	154
22a	USDA Cushion			23,000										23,000	40,351	0.57		0
23	Senior Cntr Oper		89,560							165,710			78,036	333,306	96	3,472	1,020	327
24	Counseling		27,745					107		111,963				139,815	9,409	14.86	1,835	76
28	Health							500		79,047			45,660	125,207	12,200	10.26	1,212	103
32	Money Mgmt		9,730											9,730	741	13.13	28	348
33	Volunteer Svcs		22,581					60		31,525				54,166	10,913	4.96	280	193
34	Mental Health		22,519					101		104,654			7,344	134,618	2,877	46.79	230	585
34a	M.H. Special Proj									3,949				3,949		0.00		0
37	Cir. Renovation		113,875							93,724			4,000	211,599		0.00		0
37a	Indigent Burial									25,240				25,240	140	180.29	140	180
41	Home Delivered Meals				494,696			354,845		140,149	252,078		197,141	1,438,909	452,134	3.18	3,700	389
41a	XIX Home Delivered Meals										22,704			22,704	40,000	0.57	225	101
43	Home Care					0	435,289	21,757						457,046	54,281	8.42	1,179	388
46	Personal Care					0	230,433	11,514						241,947	20,760	11.65	753	321
48	Chore						2,010	108						2,118	191	11.09	24	88
51	Case Mgmt		228,634				123,201	1,958	31,036	197,496			10,002	592,327	36,862	16.07	2,739	216
56	Screen/Eval													0	0	0.00		0
60	Day Care						11,998	2,595						14,593	674	21.65	17	858
61	Respite Care						23,376	2,150		5,167			4,050	34,743	3,302	10.52	35	993
62	MedMonitoring													0	0	0.00	0	0
63	AFH Licensing		164,361							150,214				314,575		0.00		0
69	Misc Med						5,372							5,372	146	36.79	146	37
	Grand Total	3,833,900	923,626	471,977	494,696	0	907,872	628,009	241,378	2,401,615	424,089	0	523,465	10,850,627	1,142,528	9.50	92,759	117

BUDGET MODIFICATION NO. _____

(For Clerk's Use) Meeting Date _____
Agenda No. _____

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____
(Date) _____

DEPARTMENT Human Services DIVISION Aging Services
CONTACT Marie Eighmey TELEPHONE 248-3646
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/James McConnell

SUGGESTED

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

DHS Budget Modification #_____, to decrease Aging Services Division's FY 88-89 budget by \$128,885 in federal Older Americans Act, federal Title XIX, and state Oregon Project Independence funds.

(Estimated Time Needed on the Agenda) _____

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

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

This budget modification:

1. Brings our county budget into compliance with the state's recent decreases in federal Title XIX allocation (\$23,500) and state Oregon Project Independence (\$28,485) by releasing personnel savings and unexpended funds initially targeted for in-home services and miscellaneous medical equipment.
2. Provides \$3,950 Title III funds in agency support to the national area on aging case management study and releases \$80,500 Title III planned savings for carryover to support our FY 89-90 budget, for a net reduction of \$76,900.
3. Shifts federal Title XIX personnel savings to purchase furnishings, supplies, and equipment for Long Term Care, Adult Housing, and Public Guardian programs.
4. Reduces county G/F Indirect Cost coverage on Title III and OPI by \$737 and service reimbursement to county G/F Contingency by \$1,034.

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

Description	Current Revenue	Change	Revised Revenue
Title IIIB	\$ 928,056	(\$ 4,430)	\$ 923,626
Title IIIC-1	523,135	(51,158)	471,977
Title IIID	21,312	(21,312)	0
Oregon Project Independence	936,357	(28,485)	907,872
Title XIX	<u>3,857,400</u>	<u>(23,500)</u>	<u>3,833,900</u>
ASD Total	\$6,266,260	(\$128,885)	\$6,137,375

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

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

Originated By <i>James McConnell</i>	Date 5/26/89	Department Manager	Date
Budget Analyst	Date	Personnel Analyst	Date

Board Approval _____

Date _____

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710			6060			+ 3,950		Increase Pass Thru
		156	010	1710			7100			+ 28		Increase Indirect Cost
											3,978	SUBTOTAL ORG 1710
		156	010	1750			6060			(109,335)		Decrease Pass Thru
		156	010	1750			7100			(765)		Decrease Indirect Cost
											(110,100)	SUBTOTAL ORG 1750
		156	010	1900			5100			(23,755)		Decrease Permanent
		156	010	1900			5400			(713)		Decrease Premium
		156	010	1900			5500			(6,181)		Decrease Fringe
		156	010	1900			5550			(4,102)		Decrease Insurance
		156	010	1900			6230			+ 30,567		Increase Supplies
		156	010	1900			7100			(297)		Increase Indirect Cost
		156	010	1900			8400			+ 7,575		Increase Equipment
											3,094	SUBTOTAL ORG 1900
		180	010	1950			5100			(9,902)		Decrease Permanent
		180	010	1950			5500			(2,501)		Decrease Fringe
		180	010	1950			5550			(1,819)		Decrease Insurance
		180	010	1950			6230			+ 6,222		Increase Supplies
										+ 8,000	0	Increase Equipment
												No change, ORG 1950

////////////////////////////////////

TOTAL EXPENDITURE CHANGE//////////////////////////////////// cont'd TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710			2061			+ 3,950		County G/F Central Admin.
		156	010	1750			2064			(8,380)		Title IIIB, Central Adm.
		156	010	1750			2065			(51,158)		Title IIIB, Comm. Svcs.
		156	010	1750			2067			(28,485)		Title C-1, Comm. Svcs.
		156	010	1750			2068			(21,312)		Title D, Comm. Svcs.
		156	010	1750			2069			(3,765)		OPI, Comm. Svcs.
		156	010	1900			2601			+ 3,094		County G/F, Comm. Svcs.
		156	010	1900			2609			(3,094)		Title XIX, LTC

////////////////////////////////////

TOTAL REVENUE CHANGE//////////////////////////////////// cont'd TOTAL REVENUE CHANGE

BUDGET FY

BUDGET FY_____

GL 24/0 [7224D p]

PERSONNEL DETAIL FOR BUD MOD NO. _____

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

N/A

Actions have no impact on
new fiscal year.

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

1. ORG 1900, Long Term Care,
Title XIX

(1.34) FTE	a. Office Assistant 2 (reduces 3 positions from .75 FTE to .33 FTE and one .75 FTE to .67 FTE.	(\$22,128)	(\$5,590)	(\$4,135)	(\$31,853)
+ .85 FTE	b. Case Manager 2	16,070	4,060	2,495	22,625
[.30) FTE	c. Social Worker (reduces two 1.0 FTE positions to .87 and .83 FTE).	(8,032)	(2,030)	(863)	(10,925)
.50) FTE	d. Office Assistant 3 (reduces 1.0 FTE to .5 FTE)	(9,665)	(2,441)	(1,579)	(13,685)
/A	e. Premium	(713)	(180)	(20)	(913)
	TOTAL ORG 1900	(\$24,468)	(\$6,181)	(\$4,102)	(\$34,751)

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

A n n u a l i z e d					
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
Increase		Increase	Increase	Increase	Increase
(Decrease)		(Decrease)	(Decrease)	(Decrease)	(Decrease)

N/A
Actions have no impact on
new fiscal year.

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

C u r r e n t F Y					
Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	BASE PAY	FRINGE	INSURANCE	TOTAL
		Increase	Increase	Increase	Increase
		(Decrease)	(Decrease)	(Decrease)	(Decrease)

3. ORG 1980, Adult Housing,
Title XIX

(.20) FTE	a. Office Assistant 2 (deletes .20 position)	(\$ 4,854)	(\$1,226)	(\$ 672)	(\$ 6,752)
(.35) FTE	b. Office Assistant 3 (reduces .75 FTE to .40 FTE)	(6,754)	(1,706)	(1,120)	(9,580)
(.45) FTE	c. Pgm. Develop. Spec. (reduces .70 FTE to .25 FTE)	(11,587)	(2,926)	(1,527)	(16,040)
(.15)	d. Comm. Hlth. Nurse (reduces .38 FTE to .23 FTE)	(3,760)	(950)	(512)	(5,222)
N/A	e. Temporary (increase)	+ 3,906	+ 987	+ 107	+ 5,000
	TOTAL ORG 1980	(\$23,049)	(\$5,821)	(\$3,724)	(\$32,594)

PERSONNEL DETAIL FOR BUD MOD NO. _____

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	

N/A

Actions have no impact on
new fiscal year.

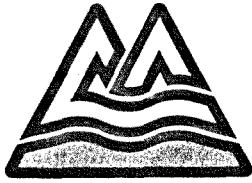
TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	

2. ORG 1950, Public Guardian

(.38) FTE	a. Office Assistant 2 (deletes .38 FTE position)	(\$6,162)	(\$1,556)	(\$1,133)	(\$8,851)
(.15) FTE	b. Admin. Spec. 1 (reduces .75 FTE to .60 FTE)	(3,740)	(945)	(686)	(5,371)
TOTAL ORG 1950		(\$9,902)	(\$2,501)	(\$1,819)	(\$14,222)



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #62 making a)
reduction in the amount of \$128,885 in Aging)
Services, as a result in State decreases in)
federal Title XIX and Oregon Project Indepen-)
dence funding for FY 89-90 as provided in above)
entitled agreement R-12)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said request be approved, and budget
modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Aging Services

BUDGET MODIFICATION NO. OHS#62

(For Clerk's Use) Meeting Date

Agenda No. R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human ServicesDIVISION Aging ServicesCONTACT Marie EighmeyTELEPHONE 248-3646*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/James McConnell

SUGGESTED

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

DHS Budget Modification # 62, to decrease Aging Services Division's FY 88-89 budget by \$128,885 in federal Older Americans Act, federal Title XIX, and state Oregon Project Independence funds.

(Estimated Time Needed on the Agenda)

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

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

This budget modification:

1. Brings our county budget into compliance with the state's recent decreases in federal Title XIX allocation (\$23,500) and state Oregon Project Independence (\$28,485) by releasing personnel savings and unexpended funds initially targeted for in-home services and miscellaneous medical equipment.
2. Provides \$3,950 Title III funds in agency support to the national area on aging case management study and releases \$80,500 Title III planned savings for carryover to support our FY 89-90 budget, for a net reduction of \$76,900.
3. Shifts federal Title XIX personnel savings to purchase furnishings, supplies, and equipment for Long Term Care, Adult Housing, and Public Guardian programs.
4. Reduces county G/F Indirect Cost coverage on Title III and OPI by \$737 and service reimbursement to county G/F Contingency by \$1,034.

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

Description	Current Revenue	Change	Revised Revenue
Title IIIB	\$ 928,056	(\$ 4,430)	\$ 923,626
Title IIIC-1	523,135	(51,158)	471,977
Title IIID	21,312	(21,312)	0
Oregon Project Independence	936,357	(28,485)	907,872
Title XIX	<u>3,857,400</u>	<u>(23,500)</u>	<u>3,833,900</u>
ASD Total	\$6,266,260	(\$128,885)	\$6,137,375

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

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

After this modification \$ _____

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710		6060			+ 3,950		Increase Pass Thru
		156	010	1710		7100			+ 28		Increase Indirect Cost
										3,978	SUBTOTAL ORG 1710
		156	010	1750		6060			(109,335)		Decrease Pass Thru
		156	010	1750		7100			(765)		Decrease Indirect Cost
										(110,100)	SUBTOTAL ORG 1750
		156	010	1900		5100			(23,755)		Decrease Permanent
		156	010	1900		5400			(713)		Decrease Premium
		156	010	1900		5500			(6,181)		Decrease Fringe
		156	010	1900		5550			(4,102)		Decrease Insurance
		156	010	1900		6230			+ 30,567		Increase Supplies
		156	010	1900		6400			(7,297)		Dec. Indirect Cost
		156	010	1900		6400			+ 7,575		Increase Equipment
										3,094	SUBTOTAL ORG 1900
		180	010	1950		5100			(9,902)		Decrease Permanent
		180	010	1950		5500			(2,501)		Decrease Fringe
		180	010	1950		5550			(1,819)		Decrease Insurance
		180	010	1950		6230			+ 6,222		Increase Supplies
										+ 8,000	Increase Equipment
										0	No change, ORG 1950

TOTAL EXPENDITURE CHANGE

cont'd

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710		2601			+ 3,950		County G/F Central Admin.
		156	010	1750		2604			(51,158)		Title IIIB, Comm. Svcs.
		156	010	1750		2603			(21,312)		Title D, Comm. Svcs.
		156	010	1750		2601			+ 3,765		County G/F, Comm. Svcs.
		156	010	1750		2601			(3,094)		Title XIX, LTC

TOTAL REVENUE CHANGE

cont'd

TOTAL REVENUE CHANGE

EXPENDITURE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	010	1980		5100			(26,955)		Decrease Permanent
		100	010	1980		5200			3,906		Increase Temporary
		100	010	1980		5500			(5,821)		Decrease Fringe
		100	010	1980		5550			(3,724)		Decrease Insurance
		100	010	1980		8400			+ 6,000		Increase Equipment
										(26,594)	SUBTOTAL ORG 1980
		100	010	0105		7608			(737)		Dec. Cash Transf to F/S
										(737)	SUBTOTAL ORG 0105
		100	045	9120		7700			(297)		Decrease G/F Contingency
										(297)	SUBTOTAL G/F Cont.
		400	040	7231		6520			(9,645)		Dec, Insur. Fund
										(9,645)	SUBTOTAL INS FND

//////////////////////////////////////
 TOTAL EXPENDITURE CHANGE // (\$140,301) TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	010	1980		2609			(26,594)		Title XIX, A.H.
		100	045	7410		6602			(1,034)		Svc Reimb, G/F Conting.
		400	040	7231		6602			(4,102)		SR to Ins Fnd from F/S
		400	040	7231		6600			(5,543)		SR to Ins Fnd from GF

//////////////////////////////////////
 TOTAL REVENUE CHANGE // (\$140,301) TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DHS #62

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

N/A

Actions have no impact on new fiscal year.

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

1. ORG 1900, Long Term Care,
Title XIX

(1.34) FTE	a. Office Assistant 2 (reduces 3 positions from .75 FTE to .33 FTE and one .75 FTE to .67 FTE.	(\$22,128)	(\$5,590)	(\$4,135)	(\$31,853)
+ .85 FTE	b. Case Manager 2	16,070	4,060	2,495	22,625
(.30) FTE	c. Social Worker (reduces two 1.0 FTE positions to .87 and .83 FTE).	(8,032)	(2,030)	(863)	(10,925)
(.50) FTE	d. Office Assistant 3 (reduces 1.0 FTE to .5 FTE)	(9,665)	(2,441)	(1,579)	(13,685)
N/A	e. Premium	(713)	(180)	(20)	(913)
	TOTAL ORG 1900	(\$24,468)	(\$6,181)	(\$4,102)	(\$34,751)

PERSONNEL DETAIL FOR BUD MOD NO. DAS#62

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

N/A

Actions have no impact on
new fiscal year.

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

2. ORG 1950, Public Guardian

(.38) FTE	a. Office Assistant 2 (deletes .38 FTE position)	(\$6,162)	(\$1,556)	(\$1,133)	(\$8,851)
(.15) FTE	b. Admin. Spec. 1 (reduces .75 FTE to .60 FTE)	(3,740)	(945)	(686)	(5,371)
	TOTAL ORG 1950	(\$9,902)	(\$2,501)	(\$1,819)	(\$14,222)

PERSONNEL DETAIL FOR BUD MOD NO. DHS#62

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

N/A

Actions have no impact on
new fiscal year.

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

3. ORG 1980, Adult Housing,
Title XIX

(.20) FTE	a. Office Assistant 2 (deletes .20 position)	(\$ 4,854)	(\$1,226)	(\$ 672)	(\$ 6,752)
(.35) FTE	b. Office Assistant 3 (reduces .75 FTE to .40 FTE)	(6,754)	(1,706)	(1,120)	(9,580)
(.45) FTE	c. Pgm. Develop. Spec. (reduces .70 FTE to .25 FTE)	(11,587)	(2,926)	(1,527)	(16,040)
(.15)	d. Comm. Hlth. Nurse (reduces .38 FTE to .23 FTE)	(3,760)	(950)	(512)	(5,222)
N/A	e. Temporary (increase)	+ 3,906	+ 987	+ 107	+ 5,000
	TOTAL ORG 1980	(\$23,049)	(\$5,821)	(\$3,724)	(\$32,594)



JUN 05 1989

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS MCCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES

PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934

(503) 248-3300

OFFICE OF THE DIRECTOR

PLANNING & BUDGET
COUNTY COUNSEL
EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS

(503) 248-3303
(503) 248-3883
(503) 248-3138
(503) 248-5015
(503) 248-3312
(503) 248-5135

M E M O R A N D U M

TO: Gladys McCoy
Chair, Board of County Commissioners

FROM: Tom Simpson
Analyst, Planning and Budget Division *TS*

DATE: June 5, 1989

SUBJECT: DHS Budget Modification 62

The attached budget modification uses personnel savings to purchase furnishings, supplies and equipment for the Long Term Care, Adult Housing and Public Guardian programs.

The savings resulted from the delayed hiring of positions which appeared in DHS budget modification 42. The savings will be used to enhance existing programs, not start new ones. The use of the savings will not effect the County's Beginning Working Capital for Fiscal Year 1989-90 because the savings resulted in a grant funded program.

If this money is not transferred, the federal monies will return to the State. They cannot be carried over because it is the end of a biennium.

6698F/TS/js

cc: Jack Horner
Dave Warren
Ardys Craghead
Marie Eighmey

File: Correspondence

1989 JUN 10 11 45 AM
COUNTY CLERK
RECORDED



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3646

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

TO: Gladys McCoy, Chair
Board of County Commissioners

VIA: Duane Zussy, Director *Duane Zussy (pc)*
Department of Human Services

FROM: James McConnell, Director *JMc*
Aging Services Division

DATE: May 26, 1989

SUBJECT: Modification #3 To State Senior Services Division Revenue
Contract For FY88-89, Aging Services Division

RETROACTIVE CONTRACT: This revenue contract modification with the State Senior Services Division is retroactive to May 2, 1989. Processing of the modification was not completed prior to that date because it was not received from the State until May 12.

RECOMMENDATION: The Aging Services Division requests Board of County Commissioners approval of this revenue contract modification #3, DHS # and its accompanying budget modification, DHS # 62.

ANALYSIS: This contract modification between Aging Services Division and the State Senior Services Division reduces the current contract by \$128,885 in federal Older Americans Act, federal Title XIX, and state Oregon Project Independence funds.

This reduction brings our County budget into compliance with the state's recent decreases in federal Title XIX allocation (\$23,500) and state Oregon Project Independence (\$28,485) by releasing unexpended personnel dollars and unexpended funds initially targeted for in-home services and miscellaneous medical equipment. It also provides \$3,950 Title III funds in agency support to the national area on aging case management study and releases \$80,500 Title III planned savings for carryover to support our FY89-90 budget, for a net reduction of \$76,900. In addition, the modification shifts money from federal Title XIX unmatched dollars in personnel to purchase furnishings, supplies and equipment for Long Term Care, Adult Housing and Public Guardian programs.

County General Fund coverage of Indirect Cost on Title III and OPI is reduced by \$737.

BACKGROUND: The additional furnishings and supplies funded in this modification address the needs of the two Long Term Care branches which relocated to the David Douglas Center and include replacement of desks and chairs which either were falling apart or shared between two or more staff members. The equipment purchases include video items planned for training of case managers and computer equipment and software supporting the communication networks being established in our programs and approved by the department.

June 15, 1989

RECEIVED FROM JANE MCGARVIN

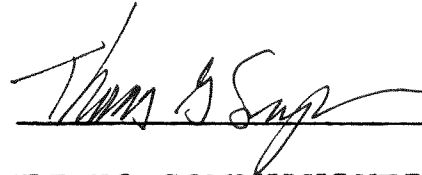
CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

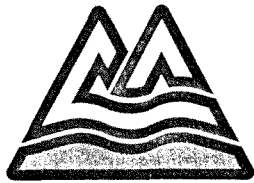
BUDGET

BUDGET MODIFICATION APPROVED DHS #62

R-12

CLERK OF
COUNTY COMMISSIONERS
1989 JUL 12 PM 1:08
MULTNOMAH COUNTY
OREGON





MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #63 making)
an appropriation increase in the amount of)
\$20,172 in Aging Services, in grant funds which)
were carried forward from FY 87-88, and shifts)
unexpended funds from services to administration)
to support the extension of the Linking Networks)
project through the end of the FY 88-89 fiscal)
year R-13)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said request be approved, and budget
modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Aging Services

BUDGET MODIFICATION NO. DHS#63

(For Clerk's Use) Meeting Date 6/15/89
Agenda No. 11-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Aging Services

CONTACT Marie Eighmey

TELEPHONE 248-3646

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/James McConnell

SUGGESTED

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

DHS Budget Modification #63, to increase Aging Services Budget by \$20,172
Linking Networks grant funding to support extension of program to June 30, 1989.

(Estimated Time Needed on the Agenda)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification adds \$20,172 grant funds, carried forward from FY 87-88, and shifts unexpended funds from services to administration to support the extension of the Linking Networks project through the end of the FY 88-89 fiscal year. Approval of the extended contract (DHS #297-1) was granted March 24, 1989. This modification adds the dollars necessary to support that extension increasing partial personnel positions (to full time), and covering materials and Indirect Cost.

10/11/89
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10/11/89

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

Description	Current Budget	Change	Revised Budget
Linking Network Project	\$96,893	+ \$20,172	\$117,065

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

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

Originated By <u>James H. McConnell</u>	Date <u>5/26/89</u>	Department Director <u>Duane Zussy (MC)</u>	Date <u>6/1/89</u>
Finance/Budget <u>Thomas A. Smith</u>	Date <u>6/2/89</u>	Employee Relations <u>Susan Daniel</u>	Date <u>6/2/89</u>
Board Approval <u>James H. McConnell</u>	Date <u>June 15, 1989</u>		

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action Fund	Agency	Organ- ization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710		5100			+22,995		Inc Permanent
		156	010	1710		5200			+ 594		Inc Temporary
		156	010	1710		5500			+ 5,854		Inc Fringe
		156	010	1710		5550			+ 2,675		Inc Insurance
		156	010	1710		6310			+ 1,456		Inc Education
		156	010	1710		7100			+ 2,226		Inc Indirect Cost
										35,800	Inc ORG 1710
		156	010	1750		6060			(15,520)		Dec Pass Thru
		156	010	1750		7100			(108)		Dec Indirect Cost
										(15,628)	Dec ORG 1750
		100	045	9120		7700			(108)		Dec G/F Contingency
										(108)	SUBTOTAL G/F CONTINGENCY
		400	040	7231		6520			+2,675		Inc. Insur. Fund
										2,675	SUBTOTAL INSUR. FUND

TOTAL EXPENDITURE CHANGE

\$22,739

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action Fund	Agency	Organ- ization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1710		2067			+\$35,800		Linking Networks
		156	010	1750		2067			(15,628)		Linking Networks
		400	040	7231		6602			2,675		SR to Ins. Fnd from F/S
		100	045	7410		6602			(108)		SR to I.C. from F/S

TOTAL REVENUE CHANGE

\$22,739

TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DHS#63

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

FTE Increase (Decrease)	POSITION TITLE	Annualized		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
	Not applicable. Grant expires 6-30-89. Positions are not included in FY 89-90 budget.			
	TOTAL CHANGE (ANNUALIZED)			

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)	
	ORG 1710, Central Administration		FRG	INS	
+ .48 FTE	1. Increased current Program Supervisor Position from .52 to 1.0 FTE. Base: 1,002 hrs x \$15.33/hr FRG: \$15,360 x .2526 INS: (\$15,360 x .03) +\$333	\$15,360	\$3,880	\$ 794	\$20,034
+ .48 FTE	2. Increases current OA2 position from .52 to .94 FTE Base: 1,002 hrs x \$7.62/hr FRG: \$7,635 x .2526 INS: (\$7,635 x .03) +\$1,636	7,635	1,929	1,865	11,429
N/A	TOTAL Increase Temporary	\$22,995 594	\$5,809 45	\$2,659 16	\$31,463 655
	TOTAL	\$23,589	\$5,854	\$2,675	\$32,118



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3646

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

TO: Gladys McCoy, Chair
Board of County Commissioners

VIA: Duane Zussy, Director *Duane Zussy (wz)*
Department of Human Services

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

DATE: May 26, 1989

SUBJECT: County Board Approval of Budget Modification To Add Linking
Network Project Carryover Funds To FY88-89 Budget, Aging Services
Division

RECOMMENDATION: The Aging Services Divisionn requests County Board
approval of this budget modification, DHS# 63.

ANALYSIS: This budget modification adds \$20,172 Linking Network Project
grant funds, carried forward from FY87-88, and shifts unexpended funds
from services to administration to support the extension of the Linking
Network project through the end of the FY88-89 fiscal year. The
modification adds the dollars necessary to increase partial personnel
positions (to full time) and add temporary help.

BACKGROUND: Approval to extend the grant from March 31, 1984 through June
30, 1984 (DHS #297-1) was granted March 24, 1989. This modification adds
the dollars to support that extension.

June 15, 1989

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #63 APPROVED

R-13

BOARD OF
COUNTY COMMISSIONERS
1989 JUL 12 PM 1:02
MULTNOMAH COUNTY
OREGON

Thomas D. Sings



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #64 making a)
reduction in Director's Office, Community)
Services, in the amount of \$514,146 to reflect)
actual FY 87-88 carryover amounts, actual FY)
88-89 revenue contracts, and actual or projected)
FY 88-89 expenditures to June 30, 1989 by)
Metropolitan Community Action (MCA) and Human)
Solutions, Inc., for low-income weatherization)
services R-14)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said request be approved, and budget
modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT HUMAN SERVICES

DIVISION _____

DIRECTOR'S OFFICE

CONTACT BILL THOMAS

TELEPHONE _____

248-3782

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

BILL THOMAS/DUANE ZUSSY

SUGGESTED

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

Budget Modification DHS #64 requesting a decrease in the Director's Office, Community Services budget appropriation within Materials and Services by \$514,146 to reflect actual FY 87-88 carryover amounts, actual FY 88-89 revenue contracts, and actual or projected FY 88-89 expenditures to 6/30/89 by Metropolitan Community Action (MCA) and Human Solutions, Inc., for low-income weatherization services.

(Estimated Time Needed on the Agenda)

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

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

Budget Modification DHS #64 decreases the Community Services pass-through line item by \$510,572. Further it decreases the indirect costs line item by \$3,574.

The County's contract with MCA has been amended to incorporate the modifications made here.

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

Decrease 2073 LIEAP WX by \$390,094 to a total of \$228,935

Increase 2076 EXXON WX by \$2,189 to a total of \$810,754

Increase 2077 STRIPPER WELL WX by \$24,407 to a total of \$124,407

Increase 2090 USDOE WX by \$2,826 to a total of \$380,201

Decrease 2091 ODOE/EXXON Special Projects by \$573,447 to a total of \$0

Decrease 2093 ODOE/STRIPPER WELL Special Projects by \$85,050 to a total of \$0

Increase 2395 ODOE WX Special Projects by \$532,184 to a total of \$532,184

Decrease 2396 YCC by \$70,000 to a total of \$0

Decrease 2794 HAP by \$4,227 to a total of \$17,302

Increase 6810 UTILITY REBATES by \$50,640 to a total of \$50,640

Decrease COUNTY GENERAL FUND TRANSFER by \$3,574 to a total of \$676,254

Decrease the service reimbursement from the FED/STATE FUND to CGF by \$3,574 to \$676,254

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

Contingency before this modification (as of _____) \$ _____

(Specify Fund)

(Date)

After this modification

\$ _____

Originated By

Date

Department Director

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

Date

EXPENDITURE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____
 BUDGET FY _____

Document Number	Action	Fund	Agency	Organ- ization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	0130			6060			(\$510,572)		Pass-through
		156	010	0130			7100			(\$ 3,574)		Indirect Costs
											(\$514,146)	M&S Subtotal
		100	010	0102			7608			(\$ 3,574)		Cash Transfer to F/S Fund
//											(\$517,720)	TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change (Increase/ Decrease)	Sub- Total	Description
		156	010	0130			2073	\$619,029	\$228,935	(\$390,094)		LIEAP WX
		156	010	0130			2076	\$808,565	\$810,754	\$ 2,189		EXXON WX
		156	010	0130			2077	\$100,000	\$124,407	\$ 24,407		STRIPPER WELL WX
		156	010	0130			2090	\$377,375	\$380,201	\$ 2,826		USDOE WX
		156	010	0130			2091	\$573,447	\$ 0	(\$573,447)		ODOE/EXXON
		156	010	0130			2093	\$ 85,050	\$ 0	(\$ 85,050)		ODOE/STRIPPER WELL
		156	010	0130			2395	\$ 0	\$532,184	\$532,184		ODOE WX
		156	010	0130			2396	\$ 70,000	\$ 0	(\$ 70,000)		YCC
		156	010	0130			2794	\$ 21,529	\$ 17,302	(\$ 4,227)		HAP ADMIN
		156	01	0130			6810	\$ 0	\$ 50,640	\$ 50,640		UTILITY REBATES
		156	010	0130			7601			(\$ 3,574)		CGF
											(\$514,146)	
		100	045	7410			6602			(\$ 3,574)		Srvcs. Reim. F/S to CGF
//											(\$517,720)	TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

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

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Duane Zussy, Director, Department of Human Services *Duane Zussy*

FROM: Bill Thomas, Emergency Basic Needs Coordinator *Bill Thomas*

DATE: May 26, 1989

SUBJECT: Approval of Budget Modification ^{DHS} #~~64~~ for Decrease of \$514,146 to Reflect Actual FY 87-88 Carryover Funds and FY 88-89 Revenue Contracts

RECOMMENDATION: The Director's Office recommends approval of the attached Budget Modification ^{DHS} #~~64~~ to decrease the Director's Office Community Services M & S budget by \$514,146.

ANALYSIS: This budget modification includes a decrease of \$510,572 in pass-through funds and a decrease of \$3,574 in indirect costs. The County's contract with Metropolitan Community Action (MCA) is being amended to reflect corresponding amounts.

The decrease reflects actual FY 87-88 CAAP and MCCA carryover amounts, new revenue sources, non-realization of previously budgeted revenue, and adjustments to FY 88-89 revenue contract amounts for weatherization services based on actual or projected expenditures by MCA and HSI.

BACKGROUND: Carryover balances must be adjusted due to the reassignment of FY 87-88 costs by MCA. New revenue sources, including utility rebate funds and training and technical assistance funds, were unknown at the time the original contract was developed. Previously budgeted LIEAP WX 89 contract funds will not be effective until July 1, 1989, and a projected revenue source (Youth Conservation Corps at \$70,000) did not materialize.

[1469F/14]

June 15, 1989

RECEIVED FROM JANE MCGARVIN


CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #64 APPROVED

R-14

1989 JUL 12 PM 1:08
MULTNOMAH COUNTY
OREGON
CLERK'S OFFICE





MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #65 making)
an appropriation transfer in the amount of)
\$3,735 within Social Services, Administration)
from Professional Services to Personal Services,)
to reflect the reclassification of two positions)
(an OA 3 to Administrative Assistant, and an)
Administrative Assistant to Administrative)
Specialist 2) R-15)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said request be approved, and budget
modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Social Services
Employee Relations

BUDGET MODIFICATION NO. DHS #65

(For Clerk's Use) Meeting Date

Agenda No. 6/15/89

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED

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

Budget modification DHS # 65 transfers \$3,735 from Professional Services and Personnel within the SSD Administration budget to reflect a reclassification.

(Estimated Time Needed on the Agenda)

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

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

Budget modification DHS # 65 requests Board approval to transfer \$3,735 from Professional Services to Personnel Services within the SSD Administration budget to reflect the reclassification of two positions. \$11,089 in State Local Administration revenues was appropriated in the SSD Admin budget to purchase consultation services for emergency holds and DD organizational development. The Division was able to provide these assessments in-house and request approval to reprogram \$3,735 of this State Local Administration revenue for the reclass of two employees that provide direct support for mental health funded programs.

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

No net revenue impact to the State Mental Health Budget. Insurance Fund increased by 640.

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

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

After this modification \$ _____

Originated By

Date

Department Manager

Date

Susan Clark

5/31/89

Duane Zussy

6/1/89

Budget Analyst

Date

Personnel Analyst

Date

Thomas J. Smyth

6/2/89

Susan Daniel

6/2/89

Board Approval

Date

Jane McGowan

June 15, 1989

GL 24/M
[8833S-m/11]

Budget sent to S
7-7-89

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity	Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1100			5100			762		Increase Permanent
		156	010	1100			5500			2,333		Increase Fringe
		156	010	1100			5550			640		Increase Insurance
											3,735	Total Personnel
		156	010	1100			6110			(3,735)		Decrease Prof. Svcs.
		156	010	1100			7100			0	0	No net change in Indirect
		400	040	7231			6520			640		Increase Insurance
////////////////////////////////////												
TOTAL EXPENDITURE CHANGE										640	TOTAL EXPENDITURE CHANGE	

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity	Revenue Category	Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	040	7410			6602			640		Svc. Reimb F/S to Insurance
////////////////////////////////////												
TOTAL REVENUE CHANGE										640	TOTAL REVENUE CHANGE	

GL 24/O

[8833S-m/2]

PERSONNEL DETAIL FOR BUD MOD NO. DHS #65

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
1.0 FTE	Administrative Assistant (reclass from OA 3)	24,241	6,123	1,770	32,134
1.0 FTE	Administrative Spec. 2 (Reclass from Admin. Asst.)	32,698	8,260	2,414	43,372
(1.0 FTE)	Administrative Assistant	(22,606)	(5,710)	(1,713)	(30,029)
(1.0 FTE)	Office Asst. 3	(21,005)	(5,306)	(1,554)	(27,865)
TOTAL CHANGE (ANNUALIZED)		13,328	3,367	917	17,612

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
Full Time	Reclass of OA 3 to Admin. Asst. as of 8/17/88 at \$11.61/hr	21,210	765*	221*	22,196
Full Time	Reclass of Admin. Asst. to Admin. Spec. 2 as of 8/17/88 at \$15.66/hr	17,711**	7,227	2,112	27,050
(Full Time)	Delete OA 3 due to reclass	(18,379)	(663)*	(194)*	(19,236)
(Full Time)	Delete Admin. Asst. due to reclass	(19,780)	(4,996)	(1,499)	(26,275)
Total		762	2,333	640	3,735

* Reflects actual insurance paid out as reclass can't retroactively affect fringe/insurance

**Less 4 mos. temporary fill as PMI due to illness/absence

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position:

a. SEE ATTACHED

b.

c.

d.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

ADMINISTRATIVE SPECIALIST 2

3. Is this a new position? ☐ / YES ☒ / NO4. If no, is this position occupied? ☒ / YES ☐ / NO

5. If yes, state the name of the incumbent:

JAN CROENI

6. Proposed effective date of change: RETROACTIVE TO 8/17/88 (6 months prior to request)Hiring Manager: Susan ClarkDate: June 1 1989 Dept/Div: Social Services

Approved:

JWSmithsc

Social Services Division Director

6/1/89
Date

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: ☒ Approved as submitted☐ Approved for classification title☐ Denied (for Reclassification Requests only)Analyst Name: Susan Samuel Date: 6/2/89



MULTNOMAH COUNTY OREGON

NAME: JAN CROENI

JOB QUESTIONNAIRE

TITLE: Admin. Asst.

WORK UNIT: Social Services Admin.

INSTRUCTIONS: Please print or type all entries. Use additional sheets if necessary.

Specific Duties: In order of importance, list the duties which make up your regular assignment. Use specific verbs of action, such as "file", "operate", etc.; avoid "prepare", "handle", and "assist". State the approximate percent of time spent performing each duty.

Duties	% of Time
<u>CONTRACT MANAGEMENT</u>	45%
<ul style="list-style-type: none">- Assume major responsibility for the development and management of the Division's RFQ process.- Provide technical assistance in contract development to program staff.- Review and process all Division contracts/amendments (\$26 million; 130+ contracts and 140 amendments to date in FY 88/89)- Interpret contract language/intent for county staff, Chair's Office and subcontractors concerning contract requirements.- Develop and maintain contract tracking system.- Represent the Division in County-wide meetings concerning contracting issues.- Coordinate/direct work of program development staff on contract preparation.- Liaison with County Counsel, Purchasing, Budget, Chair's Office and vendors.	
<u>SUPERVISION/OFFICE MANAGEMENT</u>	25%
<ul style="list-style-type: none">- Participate in the Division's hiring process.- Develop and recommend operational policies and procedures.- Approve personnel action, petty cash disbursements, program expenditures, payment vouchers.- Full range supervision for 3 FTE (i.e., hire, direct, plan and coordinate work activity, motivate, evaluate and discipline).- Act as Administrative Services Manager in her absence.	
<u>BUDGET</u>	20%
<ul style="list-style-type: none">- Participates in the development of the annual Division budget (\$32 million, 12 program budgets proposed for FY 89/90).- Monitor budgets and prepare all division budget modifications.- Provide technical assistance to programs in budget development and operational use.	

- Represent the Division on community and County panels, task forces and committee meetings (e.g., Space Planning Committee, Women's Residential Alcohol Needs Task Force, Administrative Procedure Review Committee, RFQ Selection Panel, United Way Mental Health Allocations Panel).
- Coordinate with County managers, Division staff and others on contracting and related issues.
- Provide input and make recommendations concerning program development and policy decision.
- Confer with managers on both operation and administrative issues.
- Prepare and present proposals, evaluations, plans, analyses, and other special projects/reports as requested (e.g., Contract Procedures Manual, Division Operations Procedures Manual, DD Program Evaluation, Division Contract Language Review).

Supervisory Responsibility: List the names and titles of employees who report DIRECTLY to you for supervision.

Sherril McGuire, Office Assistant II (acting Fiscal Tech. for 8 mos).
Rose Anne Ruselli, Office Assistant II
Vacant, Office Assistant II (previously filled by Julie Brizze)

Equipment Operated: List machines or equipment used regularly in your work and the percent of time spent in operation of each

Wang P.C. (est. 5% of the day)

Assignment, Review and Approval of Work: Describe the nature and extent of instructions, review and approval you receive regarding your work.

I receive general direction and desired outcome from my supervisor however I work independently to decide how work will get done and by whom.

Responsibility and Decision-Making Authority: Describe responsibility you have for making decisions and taking action (give examples).

Decisions and desired outcomes are made in an informal supervision/negotiation setting. I am generally free to make independent decision on how work will get done and by whom. The scope of my decision-making authority rests in the technical aspects of contracting and budgeting. Policy and final authority decisions are made with my manager and the Director.

Hardest Part: What is the hardest part of your job--what really makes you think (give examples).

There are two areas which I find particularly challenging:

Supervision is an art which requires a significant commitment of time and energy. In my position, I am often stressed by timelines, work overload and insufficient staff to complete job tasks. I find it difficult to put this aside and take time to meet frequently with those I supervise.

Coordinating/requesting work of those I don't supervise is a major aspect of acting as the Division's Contracts Officer. I coordinate all contract activity and evaluate the documents for accuracy, clarity and appropriateness. I also often recommend changes/revisions which results in returning the document to the program for negotiation and corrections as needed. I work with approximately 16 program staff in four different program areas who at one time or another need to initiate contract activity. Working with each individual who comes with a different frame of reference and level of understanding concerning contracting poses quite a challenge.

Jim Cimini
Signature

2/21/89
Date

Supervisor's Section (To be completed by the immediate supervisor) What do you consider the most important duties of the job?

The quality control provided by being involved in all aspects of contracting and reviewing the language of each contract and amendment. Also, the ability to step into my position and keep things moving when I'm unavailable.

Comment on the statements made by the employee. Add any items that are missing and/or will make the Questionnaire more complete.

well stated; I concur.

Susan Clark
Signature

2/21/89
Date

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position:

a.

SEE ATTACHED

b.

c.

d.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

ADMINISTRATIVE ASSISTANT

3. Is this a new position? ☐ / YES ☒ / NO4. If no, is this position occupied? ☒ / YES ☐ / NO

5. If yes, state the name of the incumbent:

MARY ANN STEWART

6. Proposed effective date of change: 8/17/88 (retroactive from date of request)Hiring Manager: GARY W. SMITHDate: JUNE 1, 1989 Dept/Div: SOCIAL SERVICES DIVISION

Approved:

GWSmith
Social Services Division Director6/1/89
Date

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: ☒ Approved as submitted☐ / Approved for classification title☐ / Denied (for Reclassification Requests only)Analyst Name: Susan Samell Date: 6/2/89



MULTNOMAH COUNTY OREGON

NAME: MaryAnn Stewart

JOB QUESTIONNAIRE

TITLE: Executive Secretary

WORK UNIT: DHS/SSD/Administration

INSTRUCTIONS: Please print or type all entries. Use additional sheets if necessary.

Specific Duties: In order of importance, list the duties which make up your regular assignment. Use specific verbs of action, such as "file", "operate", etc.; avoid "prepare", "handle", and "assist". State the approximate percent of time spent performing each duty.

Duties	% of Time
<u>ADMINISTRATIVE SUPPORT TO DIVISION DIRECTOR</u>	50%
<ul style="list-style-type: none">◦ Prepare executive correspondence and reports for the Director's office.◦ Coordinate and monitor directives and responses to and from Division Director to Program Managers and staff.◦ Receive all incoming calls to Division Director and exercise independent judgment on disposition of call.◦ Receive all communications and reports, both internal and external, on behalf of Director. Prioritize and respond independently when necessary.◦ Schedule all meetings and coordinate commitments of Division Director.◦ Sign documents on behalf of Director in his absence or when otherwise necessary.◦ Originate and direct memorandums of instruction or information to Program Managers and staff.◦ Coordinate communications between the four Division Programs, Division Director and Department of Human Services Director.◦ Coordinate meetings for the Division, Department, other County Departments, Commissioners, State and Local Officials, as well as other counties throughout the State.	
<u>MISCELLANEOUS ADMINISTRATIVE RESPONSIBILITIES</u>	35%
<ul style="list-style-type: none">◦ Participate in formulation, development and implementation of Division Goals and Objectives and Mission Statements.◦ Provide technical assistance to Division Program Managers and their staff.◦ Provide planning, development and coordination of division-wide activities.◦ Participate in preparation of Community Mental Health Biennial Implementation Plan.	

Duties

% of Time

MISCELLANEOUS ADMINISTRATIVE RESPONSIBILITIES (Continued)

- ° Prepare grant applications and assist in grant writing process.
- ° Participate in budget and other fiscal processes.
- ° Prepare various reports and documents and fulfill requests for information, independently seeking information from each program area affected.
- ° Answer inquiries and handle requests from the Board of County Commissioners, County Chair and their staff.
- ° Participate in interview panels for Department as well as Division hiring.
- ° Provide technical assistance to staff on Office Information Systems and various Computer Software and Hardware Programs.
- ° Coordinate secretarial support services when responding to division-wide and program issues.
- ° Serve as backup to Administrative Services Unit Staff:
 - a) Prepare and process contracts, State amendments and budget modifications, as well as placement of board agenda items.
 - b) Approve and sign payroll TARS, travel and training requests, purchase orders, payment vouchers, petty cash and other administrative and fiscal documents.
 - c) Directly supervise clerical staff.
 - d) Other administrative duties as required.

ADMINISTRATIVE STAFFING RESPONSIBILITIES

15%

- ° Full participant in Division Management Team Meetings.
- ° Full participant in Division Administrative Team Meetings.
- ° Full time staff to Multnomah County Mental Health Advisory Committee and its subcommittees (mandated by ORS 430.630(8) and OAR 309-14-000).
- ° Full participant in Division Management Retreats and various Division and Department meetings.
- ° Plan, organize and schedule training sessions for Division staff and community subcontract agencies.
- ° Plan, organize and schedule Division-wide staff meetings and award presentations.

Supervisory Responsibility: List the names and titles of employees who report DIRECTLY to you for supervision.

Equipment Operated: List machines or equipment used regularly in your work and the percent of time spent in operation of each.

Wang Personal Computer and Office Information Systems (5%)

Assignment, Review and Approval of Work: Describe the nature and extent of instructions, review and approval you receive regarding your work.

General direction is given by the Division Director, however I work independently in fulfilling assignments. In cases where problems and/or conditions exist where immediate direction is not available, I use my best judgment with prudence; approval being after the fact.

Responsibility and Decision-Making Authority: Describe responsibility you have for making decisions and taking action (give examples).

I am generally free to make independent decisions and take responsibility for outcomes. If action is necessary without approval of the Director, I feel comfortable in handling the immediate situation, informing him as soon as possible. Policy and final authority decisions are made by the Division Director in all cases.

Hardest Part: What is the hardest part of your job--what really makes you think (give examples)?

Not necessarily the hardest, but certainly the most challenging is managing the diverse personalities of Program Managers accountable to the Director. Monitoring responses and quality of work, as well as their interface with the Division and Department Directors, BCC and staff is frustrating at times.

Mary Ann Stewart
Signature

2/17/89
Date

Supervisor's Section (To be completed by the immediate supervisor)

What do you consider the most important duties of the job?

- ° Coordinate and monitor directives and responses to and from Division Director to Program Managers and staff.

(Continued on Reverse Side of this Form)

Comment on the statements made by the employee. Add any items that are missing and/or will make the Questionnaire more complete.

Mary Ann has accurately and completely described her position.

Daryl W. Smith
Signature

2/21/89
Date



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (me)*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: May 31, 1989

SUBJECT: Recommendation to Approve Budget Modification DHS # 65

RECOMMENDATION: Social Services Division recommends Board approval of budget modification DHS # 65.

ANALYSIS: This budget modification requests Board approval to implement the reclassification of two SSD employees to reflect appropriate classifications for actual duties performed within Division administration. There is no net fiscal impact to the Division as \$3,735 in State Mental Health Local Administration will be reprogrammed from Professional Services to Personnel to cover these costs.

The revenue for this budget modification was originally appropriated in the Division Administration budget via budget modification DHS #1 and targeted for consultation services to help the division with DD Program reorganization and to perform an assessment of the emergency hold system. Due to the unique and internal nature of these problems, the Division found it necessary to provide the assessments in house.

BACKGROUND: On February 17, 1989, two reclassification requests were forwarded to Employee Relations for approval. Due to Personnel's involvement with the compensation study and other related tasks, action on these requests was delayed until the end of May. Verbal confirmation was received on May 24th and a budget modification is being processed to formally implement this change.

June 15, 1989

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #65 Approved

R-15

CLERK OF
BOARD OF
COUNTY COMMISSIONERS
1989 JUL 12 PM 1:08
MULTNOMAH COUNTY
OREGON

Thomas M. Sney



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #66 making an)
appropriation transfer in the amount of \$3,724)
in Social Services, Federal State funds (Juvenile)
Services Commission), from Materials & Services)
(Contracts) to Capital Outlay (Equipment) for)
the purchase of a Wang PC and printer to allow)
the Youth Program Office to access the Depart-)
ment's OIS system R-16)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Social Services
Youth Program Office

BUDGET MODIFICATION NO. DHS # 66

(For Clerk's Use) Meeting Date 6/15/89
Agenda No. B-16

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)
DEPARTMENT Human Services DIVISION Social Services
CONTACT Susan Clark TELEPHONE 248-3691
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED
AGENDA TITLE (to assist in preparing a description for the printed agenda)
Budget Modification DHS # 66 moves \$3724 of State JSC revenue from contracts to operations to purchase WANG PC and printer.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS # 66 requests Board approval to transfer \$3,724 in State JSC revenue from contracts to operations for the purchase of a WANG PC and printer which will allow the Youth Program Office to access the Department's OIS system. State JSC has approved the expenditure.

1989 JUN -6 PM 4:00
CLERK OF SUPERIOR COURT
CLERK OF DISTRICT COURT
CLERK OF COUNTY COURT
CLERK OF PROBATE COURT
CLERK OF JUDICIAL COUNCIL
CLERK OF JUDICIAL BRANCH

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

No net change in JSC revenue.
County General Fund increased by \$27 service reimbursement.
F/S to CGF increased by \$27.

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

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

Originated By <u>Susan Clark</u>	Date <u>4/2/89</u>	Department Director <u>Duane Zussy (PC)</u>	Date <u>6/5/89</u>
Finance/Budget <u>Thomas A. Soper</u>	Date <u>6/5/89</u>	Employee Relations	Date
Board Approval <u>June McKeown</u>		Date <u>June 15/1989</u>	

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1505			6060			<3,724>		Decrease pass through
		156	010	1505			7100			<26>		Decrease indirect
											<3750>	Total Org. 1505
		156	010	1502			6230			742		Increase supplies
							7100			53		Increase Indirect
							8400			2982		Increase Capital
											3777	Total Org. 1502
		100	010	0104			7608			27	27	Cash Trans. to F/S Fund
TOTAL EXPENDITURE CHANGE										54		TOTAL EXPENDITURE CHANGE

REVENUE
TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1505			2313			<3,724>		State JSC
		156	010	1505			7601			<26>		CGF
		156	010	1502			2313			3,724		State JSC
		156	010	1502			7601			53		CGF
		100	045	7410			6602			27		Svc. Reimb. F/S to CGF
TOTAL REVENUE CHANGE										54		TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

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

JUN 05 1989

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy cpc*
Director, Dept. of Human Services

FROM: Gary Smith *GWS*
Director, Social Services Division

DATE: June 2, 1989

RE: Recommendation to Approve budget Modification DHS # 66

RECOMMENDATION: Social Services Division recommends BCC approval of Bud Mod DHS # 66

ANALYSIS: Request is for Wang hardware which will allow Youth Program Office staff to have direct access to the Department's word processing (OIS) center.

Funds used are under-expended State JSC dollars which are related to the Student Retention Initiative effort. Dollars will be moved from YPO contracts to YPO operations.

BACKGROUND: These dollars must be returned to the state if not expended by June 30. Local JSC has approved the transfer and State JSC allows for reallocation, if under 5% of annual budget, which this is.

Currently YPO staff have no direct access to the OIS system and must often wait to use undedicated WANG terminals on the floor. This machine would be available to all staff, unlike two existing IBM machines which are used exclusively for client tracking system and general office use (by secretary).

This WANG hardware is also fully IBM compatible which will allow interfacing with office IBM software.

In the event that the Board does not approve this budget modification, the Youth Program Office will cancel this computer order and the money will revert back to the State JSC.

June 15, 1989

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DHS #66

Approved

R-16

1989 JUL 12 PM 4:00
MULTNOMAH COUNTY
OREGON

Thomas S. Seng



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of an agreement)
with State Department of Education, for the)
State to reimburse the county for inspecting)
42 food preparation and meal serving sites)
operating under the USDA Summer Food Service)
Program, for the period June 19 to August 30,)
1989 R-17)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Health Officer

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89

Agenda No. R-17

REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of

Subject: Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Art Bloom TELEPHONE x3400

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Art Bloom

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of \$840 intergovernmental revenue agreement with the State Department of Education whereby State agrees to reimburse County for inspecting 42 food preparation and meal serving sites operating under the U.S.D.A. Summer Food Service Program for the period June 19, 1989 through August 30, 1989.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \$840 budgeted in FY 89-90 Federal/State budget.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (PC)

BUDGET / PERSONNEL: Thom Hays

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Arminia Br

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (DC)*
Department of Human Services

FROM: *Bill* Billi Odegaard, Director
Health Division

DATE: May 19, 1989

SUBJECT: Intergovernmental Agreement with State Department of Education

Recommendations: The Health Division and the Department of Human Services recommend County Chair and County Board approval of this Intergovernmental Agreement with the Oregon Department of Education for the period June 19, 1989 to August 30, 1989.

Analysis: The Oregon Department of Education, Child Nutrition and Food Distribution Program has a need for the health and sanitation inspection of 42 food preparation and meal-serving sites operating under the United States Department of Agriculture Summer Food Service Program. Our Environmental Health Program shall furnish all labor and materials to perform the evaluations which shall be conducted in accordance with applicable state and local Health Department rules and regulations.

Background: This Agreement formalizes the cooperative relationship which currently exists between the Oregon Department of Education, Child Nutrition and Food Distribution Program and the County Health Division, Environmental Health Section.

[5498E/m]

CONTRACT APPROVAL FORM

TYPE I

- Amendment to above, Number _____
(Original Contract Amount _____)

☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRb Contract
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
(Original Contract Amount _____)

Contact Person Kennedy Phone 248-3674 Date 5/29/89

Department Human Services Division Health Bldg/Room 160/8

Description of Contract State agrees to reimburse county for inspecting 42 food preparation and meal sites operating under USDA summer food program.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Oregon Dept. of Education

Mailing Address 700 Pringle Parkway SE

Salem, OR 97310

Phone 378-3569

Employer ID# or SS# N/A

Effective Date June 19, 1989

Termination Date August 30, 1989

Total Amount of Agreement \$ 840.00

Payment Terms

☒ Lump Sum \$ 840.00

☐ Monthly \$_____☐ Other \$_____

42 inspections at \$20 each

☐ Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE		P O		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION						AMOUNT		INC/DEC IND		
		100	010	0232					Rev 2799						\$ 840.00				
															\$				
															\$				
															\$				



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Billi Odegaard, Director
Health Division

DATE: May 19, 1989

SUBJECT: Intergovernmental Agreement with State Department of Education

Recommendations: The Health Division and the Department of Human Services recommend County Chair and County Board approval of this Intergovernmental Agreement with the Oregon Department of Education for the period June 19, 1989 to August 30, 1989.

Analysis: The Oregon Department of Education, Child Nutrition and Food Distribution Program has a need for the health and sanitation inspection of 42 food preparation and meal-serving sites operating under the United States Department of Agriculture Summer Food Service Program. Our Environmental Health Program shall furnish all labor and materials to perform the evaluations which shall be conducted in accordance with applicable state and local Health Department rules and regulations.

Background: This Agreement formalizes the cooperative relationship which currently exists between the Oregon Department of Education, Child Nutrition and Food Distribution Program and the County Health Division, Environmental Health Section.

[5498E/m]

HEALTH DEPARTMENT OR REGISTERED SANITARIAN
Intent to Participate

Contact Person: Arthur W. Bloom, R.S. Program Manager

Department Name: Multnomah County Environmental Health

Mailing Address: 426 S.W. Stark - 2nd Floor

Portland OR 97204

Telephone No.: (503) 248-3400

We anticipate being able to do health inspections at the following level and rate:

 Vended Feeding Sites @ \$ inspection

 On-site Prep. Sites @ \$ inspection

42 Meal Prep. Facilities @ \$ 20.00 inspection

We anticipate our total fee for the summer will be approximately \$ 840.00

We will do health inspections at no additional charge to the
Oregon Department of Education.

We will not be able to do health inspections this summer.

Comments and suggestions:

Problems encountered in past years:

PLEASE RETURN TO:

Oregon Department of Education
Child Nutrition Programs
Attn: Dan Ledbetter
700 Pringle Parkway SE
Salem, OR 97310

SUMMER FOOD SERVICE PROGRAM
HEALTH AND SANITATION EVALUATIONS
1989 AGREEMENT

Agreement between MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES - HEALTH DIVISION
and the OREGON DEPARTMENT OF EDUCATION, CHILD NUTRITION AND FOOD DISTRIBUTION
PROGRAMS (ODE).

Said Health Department/Registered Sanitarian agrees to perform, at the following rate(s), health and sanitation evaluations, as determined by the Health Department. These evaluations will be of sponsor food preparation facilities and meal-serving sites operating under the United States Department of Agriculture's (USDA) Summer Food Service Program (SFSP) during the summer of 1989, in said Health Department's jurisdiction. The Health Department/Registered Sanitarian shall furnish all labor and material to perform the evaluations which shall be conducted in accordance with applicable state and local Health Department rules and regulations.

A maximum of 42 inspections/evaluations will
be conducted at the following rates(s):

Vended feeding sites @ \$_____ per inspection

On-site prep. sites @ \$_____ per inspection

Prep.-only facilities @ \$ 20.00 per inspection

TOTAL PAYMENTS ON THIS AGREEMENT SHALL NOT EXCEED \$ 840.00.

ODE will report to the Health Department any health related problems discovered on routine visits conducted by our site monitors for Health Department follow-up, if necessary.

Method of Payment - Said Health Department/Registered Sanitarian shall submit to ODE an invoice not later than September 30, 1989 for those evaluations actually performed for the SFSP. Invoices received after that date WILL NOT BE PAID. All reports generated as a result of Health Department's/Registered Sanitarian's SFSP evaluations shall be subject to review by USDA and ODE and should be kept on file. The invoice shall be sent to:

Oregon Department of Education
Child Nutrition and Food Distribution Program
Attn: Dan Ledbetter
700 Pringle Parkway SE
Salem, OR 97310

X

Signature of Multnomah County Official
Gladys McCoy

Multnomah County Chair

Title

Signature of ODE official
Rachelle A. Bagley

Program Manager

Title

Date

Date



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
JANE McGARVIN • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Notice of Intent to file grant application by)
the Juvenile Justice Division to the Department)
of Health and Human Services, Office of Juvenile)
Justice and Delinquency Prevention, for total of)
\$97,209, for Street Law Program (to teach at-risk)
juveniles an understanding of the relationship of)
the laws to social order) R-18)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Notice of Intent be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Juvenile Justice

Meeting Date 6/13/89
Agenda No. R-18

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent for Street Law Program

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Juvenile Justice

CONTACT Lorenzo Poe TELEPHONE x5139

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy, Harold Ogburn

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The goal of this project is to teach at-risk juveniles an understanding of the relationship of the laws to social order. Target population includes youth 13-17 years old who are at risk of becoming gang involved.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT: See attached Notice of Intent

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

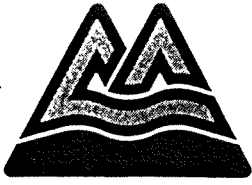
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL Thomas S. Supa Gerald W. Bittle

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Board of Commissioners

FROM: Duane Zussy, Director *Duane Zussy*
Department of Human Services

DATE: June 2, 1989

SUBJECT: NOTICE OF INTENT TO APPLY FOR A JUVENILE JUSTICE AND DELINQUENCY
PREVENTION ACT GRANT IN THE AMOUNT OF \$97,209.32

Recommendation: The Department of Human Services recommends that the Juvenile Justice Division be authorized to apply for a grant in the amount of \$97,209.32.

Background: Last year the Board of County Commissioners authorized the Juvenile Justice Division to apply for a grant in the amount of \$2,500 from the National Street Law Project. These funds were utilized to implement the Division's Street Law program. We hope to expand this program by applying for the grant which is now under consideration.

Basically, the Street Law program would serve youth 13 to 17 years of age who are at risk of youth gang involvement, as well as alcohol and drug abuse. Utilizing a 12-week group process, we plan to provide services to approximately 60 youth. The program is designed to teach youth about the law, as well as the purpose of laws in an organized society. Through this process youth will examine values and behaviors and learn skills and competencies to become law-abiding citizens. We plan to place particular focus and attention upon culturally appropriate materials and concepts; and to include an alcohol and drug component.

Analysis: The grant requires a 25 percent matching funds (\$24,302.33) and a commitment on the part of Multnomah County to continue the program past the 17-month grant.

The Department believes that the matching requirement can satisfactorily be met by utilizing a staff position assigned to the Juvenile Justice Division and paid for by Juvenile Services Commission funds.

Although additional new dollars may be required at the end of the 17-month grant period, the Department believes it will be able to continue the program by reprioritizing services within the Department and Juvenile Justice Division. This, of course, would presume that the program demonstrates success in dealing with this population.

7701U/HO/ijm



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934
(503) 248-3300

OFFICE OF THE DIRECTOR	(503) 248-3303
PLANNING & BUDGET	(503) 248-3883
COUNTY COUNSEL	(503) 248-3138
EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

MEMORANDUM

TO: Gladys McCoy
Chair, Board of County Commissioners

FROM: Tom Simpson
Analyst, Planning and Budget Division

DATE: June 5, 1989

SUBJECT: Notice of Intent to Apply for a Grant

The attached Notice of Intent to Apply for a Grant is submitted by the Juvenile Justice Division. The grant is being awarded by the Federal Government to teach youth at risk of gang involvement the relationship of laws to social order. There is also a drug and alcohol component.

The policy issue that arises with this Notice of Intent concerns strategic planning. With the County undertaking strategic planning efforts, I feel it is necessary to examine all such possible grant awards. This particular grant requires the County to commit a 25% match after the initial funding period (17 months). This kind of financial and programmatic commitment needs to be reviewed in light of other priorities that the Board highlights during its planning efforts. While I have no problems with this particular Notice of Intent, the greater policy question is what is the County committing to?

I encourage the Board of County Commissioners to grapple with this question.

6712F/TS/js

cc: Jack Horner
Duane Zussy
Hal Ogburn

File: Correspondence

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: June 5, 1989

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Harold Ogburn, Juvenile Justice Division, DHS

GRANTOR AGENCY: Dept. of Health & Human Services, Office of Juvenile Justice & Delinquency Prevention

BEGINNING DATE OF GRANT: October 1, 1989

PROJECT TITLE: Street Law Program

PROJECT DESCRIPTION/GOALS: The goal of this project is to teach at-risk juveniles about the law as well as an understanding of the relationship of laws to social order. The project also includes instruction regarding alcohol & drug use and legal consequences. The target population includes youth 13-17 years old who have come to the attention of the Juvenile Justice Division and who are at risk of becoming gang involved. The program will serve 60 youth per year with each youth participating in a 12 week class. Classes will be held at the Justice Center and at Juvenile Court.

	Direct/Indirect	
PROJECT ESTIMATED BUDGET: Total \$97,209 (17 months)		
FEDERAL SHARE	\$ 87,488 / \$9,721	10 %
STATE SHARE	\$ /	%
LOCAL SHARE	\$ /	%
TOTAL	\$ /	%

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

.5 Mainstream D&A Counselor	\$17,280	uses currently
.15 JJD Counselor	7,763	budgeted resources
	\$25,043	

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE _____ DEPARTMENT _____ IF DEPT. REPORTS, INDICATE REASONS

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR
17 months at full funding. 25% match required annually

ADVANCE REQUESTED X YES _____ NO, IF NOT INDICATE REASON.

PERSONNEL DETAIL

(Use appropriate County
classification with yearly
costs.) 12 months

FULL TIMEFRINGETOTAL

1. Program Coordinator (Step 2)	\$23,427	\$8,199	\$31,626
2. OAI	\$16,433	\$5,751	<u>\$22,184</u>
			\$53,810

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH
TOTAL DOLLAR AMOUNTS (17 months)

- Bus Ticket	\$2,000
- Youth rewards, refreshments	\$3,840
- Printing	\$1,000
- Supplies	\$1,600
- Professional Services	\$2,000
- Training for personnel	\$ 700
- Volunteer training & recognition	\$1,000
<u>COMMENTS</u>	
Total	<u>\$12,140</u>

GRANT MANAGER

BUDGET DIVISION

Signature

Date

Signature

Date

FINANCE DIVISION

Signature

Date

PERSONNEL DIVISION

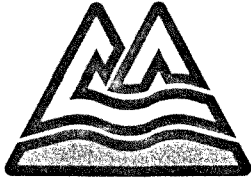
Signature

Date

DEPARTMENT DIRECTOR

Signature

Date



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of an Intergovern-)
mental Revenue Agreement with State Mental)
Health Division for the biennial agreement for)
the period July 1, 1989 through June 30, 1991,)
for the provision of community Mental Health)
Services in Multnomah County R-19)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Social Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. 18-19

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Revenue
Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of the State Mental Health biennial agreement for the period July 1, 1989 through June 30, 1991 for the provision of community Mental Health Services in Multnomah County.

Estimated revenues were identified in the 89/90 Social Services budgets and will be adjusted in technical amendments and when 4% COLA received from the State.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY - already identified in budget

☐ - General Fund

Other Federal/State

SIGNATURES:

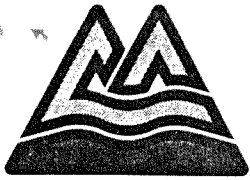
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL Thom B. Smith

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Arminde/B...

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Gary Smith, *GS* Director
Social Services Division

DATE: May 24, 1989

SUBJECT: Recommendation to Ratify 89/91 State Mental Health Biennial Agreement

RECOMMENDATION: Social Services Division recommends Board ratification of the 89/91 State Mental Health biennial agreement effective July 1, 1989.

ANALYSIS: This agreement renews the State/County partnership to provide community mental health services for the mentally ill, developmentally disabled, and substance abusing individuals for the next biennium. Funding for the services is at current level, with a 4% COLA anticipated when the legislature formally approves it.

For the FY 89/90, the State is funding services as follows:

- Local Administration = \$763,018*
- MED = \$8,827,697
- DD = \$11,472,321
- A&D = \$3,611,379

*Split between SSD Administration and the three program operations budgets.

In addition, the contract awards \$3,698,254 in Title XIX which is paid directly by AFSD to the providers, \$226,800 in indigent driver funds (DUII Services) and \$439,375 in Adult Foster Care, also paid directly by the State to the provider.

BACKGROUND: This agreement renews support for community-based services for Multnomah County. Pending formal State approval of the 4% COLA, this agreement will be amended to reflect the increased revenue. Subcontract agency agreements are currently in process to allocate this revenue.

[8812S-w]



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment # _____ to Contract # _____

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement
☐ Construction

Amendment # _____ to Contract # _____

Contact Person Susan Clark Phone 248-3691 Date 5/23/89Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Biennial agreement for Multnomah County to provide comprehensive mental health and A & D treatment services for Multnomah County.Revenue identified in 89/90 budget and will be adjusted to actuals in technical amendments.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ FBE ☐ QRFContractor Name State Mental Health DivisionMailing Address 2575 Bittern Street, N.E.Salem, OR 97310Phone 1-373-7827Employer ID# or SS# N/A - RevenueEffective Date July 1, 1989Termination Date June 30, 1991Original Contract Amount \$ 24,901,215 - FY 89/90

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Terms

☐ Lump Sum \$ _____☒ Monthly \$ Allotment☐ Other \$ _____☐ Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____

(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT		\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
										\$	
										\$	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET

STATE MENTAL HEALTH DIVISION
ATTACHMENT

Fund	Agency	Org.	Activity	Object	R/C	Amount
156	010	1100			2605	251,859*
156	010	1210			2605	408,515
156	010	1215			2605	10,441,986*
156	010	1270			2605	876,424
156	010	1302			2605	249,662
156	010	1305			2605	8,275,126*
156	010	1380			2605	436,374
156	010	1410			2605	154,475
156	010	1415			2605	3,806,794*

3955B

* Contract does not include anticipated 4% COLA for July 1, 1989. These amounts reflect the COLA deficit and will be supplemented to budgeted amounts when the COLA is received.

1989-91
Part I - Notes

1. The funds awarded in this Agreement are for operation of the specified services from 7-1-89 through 6-30-91 unless otherwise specified. The awards consist of the following for Local Administration, MED and A&D.

Either:

- A. The annualization and continuation of all base budget amounts that were in effect in your Agreement on March 17, 1989, or were issued from the Division in amendments to your Agreement prior to March 17, 1989;

or

- B. Service element amounts that were agreed to in negotiation with the Program Office prior to April 17, 1989. If such a negotiated change has not been included in the Agreement, you should correspond directly with the affected program office. Following their concurrence, an amendment implementing these changes will be issued.

The awards for Developmental Disabilities services are based on the annualization and continuation of all base budget awards included through Amendment #34-R to the 1987-89 Agreement, and the transfer of \$5,279 from DD 40 to DD 43 which will be in a 1987-89 amendment which has not yet been issued.

Any changes which are now agreed to in the service element amounts or in the service units in the Agreement will be effected through amendments to the Agreement. Any 1987-89 amendments affecting 1989-91 made to Local Administration, MED, or A&D after March 17, 1989, or for DD after the amendment cited above, will be issued as an amendment of the 1989-91 Agreement.

2. Changes in relation to 1987-89 Agreements are included in Part II, General Conditions. These consist of the following:

- A. Page 3 of the General Conditions includes an additional provision for amending the contract immediately (Paragraph #7) when the Division adds funds and/or service units with the concurrence of the county director.

The intent of this change is to save time. In cases where it is necessary for fast service implementation an increase can be made immediately effective, and payment increases immediately initiated when concurrence is reached with the county director, but prior to the formal acceptance process now in place.

- B. The amount of liability and property damage insurance that must be carried by subcontractors for claims arising from a single accident or occurrence (Page 5-4C) is increased from \$300,000 to \$500,000. This is to comply with changes to the Tort Claim Act (ORS 30.270) which became effective January 1, 1989.
 - C. Audits and Inspections (I, Page 6) has in the past named divisions within the Department of Justice that might be authorized to conduct audits and inspections. Since division names have changed in the past, rendering these citations obsolete, this passage has been edited to refer only to the Department of Justice.
3. Changes, in relation to current 1987-89 Agreements have been made in Part III of this 1989-91 Agreement. These changes consist of the following:
- o Residential Care Facilities (MED 28) Part III reflects a requirement that persons enrolled also be enrolled in Community Support Services (MED 23) or Community Treatment Services (MED 27).
 - o Diversion Services (DD 44) Part III includes a requirement for a mid-year obligation report in Section III and revised payment procedures in Section IV.
 - o Case Management (DD 48) Part III reflects minimum staff FTE requirements. The specific FTE amount for each county is shown in Part I-A as the required service unit.
 - o Transportation (DD 53) Part III is changed reflecting expansion of eligibility for services beyond only those DD clients enrolled in employment programs.
 - o Hepatitis B (DD 54) Part III includes a requirement that billings be submitted to the DIVISION by August 31 annually.
 - o Alcohol and Drug Outpatient Services (A&D 64 and A&D 65) Part IIIs include service descriptions specific to operation of slots that are designated for women and for youth.
4. As specified in relation to fund changes in #1 above, any changes which the parties agree to make in Parts II or III should be done in Amendments to the Agreement. This will better assure that an Agreement is in effect by 7-1-89 so that payment for services can continue uninterrupted.

1989-91
Part I - Special Conditions

- 0.1 Financial obligation of DIVISION expressed in this Agreement is subject to approval of DIVISION'S 1989-91 budget by the state legislature. Action of the legislature may require amendments to the Agreement.
- 0.2 COUNTY/CONTRACTOR agrees to assist DIVISION in the management of patient population levels in the General Psychiatric Services and the Geropsychiatric Treatment Program operated by the state psychiatric hospitals. COUNTY/CONTRACTOR agrees not to exceed an average daily population (ADP) level of 188 county residents in these programs. Eastern Oregon counties in the EOPC catchment area agree not to exceed their collective bed allocation. COUNTY may appeal to the M-ED Systems Management Council for an adjustment to the ADP level if COUNTY is unable to maintain utilization at or below the level specified above. The M-ED Systems Management Council may recommend actions to DIVISION which may include but are not limited to increasing the ADP level or renegotiating the COUNTY'S Implementation Plan and this Agreement.
- 0.3 COUNTY agrees to assist DIVISION in the administration of foster home services provided under a direct contract between DIVISION and the foster home provider. COUNTY agrees to provide evaluations, case management, and protective services as needed by foster home clients from funds provided in Part I of this Agreement under service element MED 23 or DD 48 as applicable. COUNTY further agrees to authorize payment for foster home services for clients who require such care and who are otherwise eligible for services under this Agreement and who will receive care from a licensed care provider operating under a contract with DIVISION. The sum of COUNTY authorized payments shall not exceed the applicable limitation amounts specified in MED 34, DD 58 or DD 59 under Part I-B of this Agreement. COUNTY will reimburse DIVISION for amounts which exceed these limitations if these amounts were authorized by COUNTY and DIVISION requests reimbursement.
- 0.4 COUNTY and DIVISION agree that amounts specified in Part I-B for the federal Medicaid program constitute an estimate of expense and will not be applied to limit payment for services delivered under this Agreement. It is further agreed that because the accuracy of this estimate is important to budget planning for COUNTY and DIVISION, COUNTY will provide information to assist DIVISION in making proper allocations and DIVISION will revise allocations in a timely manner. DIVISION may require reductions in amounts specified in Part I-A of this Agreement to meet federal requirements for state matching funds associated with these Part I-B allocations.

The number of clients to be served through use of these Part I-B allocations is in addition to clients served through use of funds specified in Part I-A for the same service element.

- 0.5 The minimum amount of local funds that must be expended annually in support of Mental Health Division approved alcoholism treatment services in order to match the state alcoholism treatment funds in this Agreement is \$467,790.
- 0.6 Of the A&D 61, A&D 64 and A&D 65 slots awarded in this Agreement/Contract, 35, 189, and 64 slots respectively are designated for minorities and must be utilized at least 51% of the time by such clients.
- 0.7 Women and youth A&D slots:
- a. Of the A&D 64 slots awarded, 55 are designated youth slots and 67 are designated women slots;
 - b. Of the A&D 65 slots awarded, 51 are designated youth slots and 39 are designated women slots;
 - c. 5 A&D 61 slots, 6 A&D 62 slots, 2 A&D 63 slots, 3 A&D 69 slots, and 2 A&D 71 slots are also designated for women.
- No fewer than the specified number of youth age 18 and under, and women must receive service quarterly in the specified service elements.
- 0.8 If a Developmental Disabilities (DD) service element slot is vacated by an individual being admitted to a state training center, then that individual must be replaced by a person with similar needs from the state institution. If the COUNTY cannot fill the vacancy in this manner, the DIVISION may reduce the rate and/or remove the slot from the COUNTY'S allocation. If a DD slot is vacated for reasons other than an individual's return to a state training center, the COUNTY may fill the vacancy with any eligible individual from either the community or a state institution.
- 0.9 Activity Center (DD 40) and Sheltered Services (DD 42) slots converted to supported employment with OSERS Incentive Grants awarded as start-up in DD 43 in the 1987-89 biennium must continue to meet the performance requirements for supported employment, as summarized in Part III for DD 43, unless an alternate plan is approved by the DIVISION.
- 0.10 Family Support Services funds in this Agreement are subject to the following special conditions:
- a. COUNTY shall use funds awarded in this amendment and staff FTE'S allocated in the approved line-item budget required in g. below solely for the Family Support pilot program. DD 49 funds shall not be commingled with any other program or service funding.

Multnomah County
#26-001, April 26, 1989

- b. The community mental health program (CMHPs) must serve as the single point of entry for requests for Family Support services. The CMHP shall certify and refer for service all applicants eligible for DD services who meet the minimum service eligibility criteria set by the Family Support Program.
- c. The COUNTY shall maintain a Project Advisory Committee comprised of parents, community mental health program representatives, service providers, and advocates to advise and make recommendations on priorities for service to families and on policies and procedures for implementing the Family Support concept. The COUNTY shall require the committee to seek the input of interested persons in making their recommendations.
- d. The COUNTY shall maintain standards for prioritizing which families will be enrolled in the service, with advice from its Program Advisory Committee, and approval from the Mental Health Division. Such consideration shall be based on relative need for the services.
- e. The COUNTY must ensure that federal, state, and local sources of payment for services to each family are used prior to utilizing DD 49 funds for the same services and that the DD 49 funds do not supplant other available fund sources.
- f. Families may not be required to pay for DD 49 services. Eligibility for services, including payments to or on behalf of families, will be determined without either applying a standard means test or requiring any other written family financial statement.
- g. DD 49 expenditures must be in accordance with an annual line-item budget to be submitted August 15, 1989 to be approved by the DIVISION. However, transfers of up to 15% may be made from Personal Services; Services & Supplies; and Capital Outlay without prior approval. Transfers which exceed 15%, and all transfers to Capital Outlay, must be prior-approved by the DIVISION and the ODDC.
- h. The COUNTY shall negotiate the content and methodology of financial reports and Pilot Project Progress Reports required in Part III to the satisfaction of the Assistant Administrator for Programs for the Developmentally Disabled.
- i. In addition to the annual reports, the COUNTY must participate in an external evaluation of the impact and effectiveness of the DD 49 project. Participation includes but is not limited to: furnishing all readily available data allowable within statutory and regulatory limits governing confidentiality; granting permission for staff and clients to be interviewed and/or respond to questionnaires; and participating in other evaluation activities as may reasonably be required by the DIVISION.

Multnomah County
#26-001, April 17, 1989

- j. Standardized expenditure limitations may not be established for participating families.
- k. Staffing of the DD 49 services must be sufficient to ensure that the caseloads of Family Consultants of primary family service workers employed in the project do not exceed a 1:30 ratio.

(mult4/20/89)

OREGON STATE MENTAL HEALTH DIVISION
Contract/Agreement for Community Mental Health Services
PART I-A

Page: 1
As Of: 05/03/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

1989-90

Mental Health Division Service Elements	SE Number	Agreement Amount	Obligated Service Units	
LOCAL ADMINISTRATION	LA 01	763,018	0.0	
Subtotal:		763,018		
CTS - CHILDREN	MED 22	370,421	127.0	SLOTS
COMM SUPPORT SERVICES	MED 23	3,853,220	1,155.0	SLOTS
COMM HOSPITAL SERVICES	MED 24	419,590	284.0	TX ENR
NON-HOSPITAL CRISIS SERVICES	MED 25	1,241,845	3,176.0	TX ENR
CTS - ADULT	MED 27	22,250	14.0	SLOTS
RCF	MED 28	764,853	178.0	BEDS
PRECOMMITMENT	MED 29	643,182	1,576.0	TX ENR
PSRB	MED 30	132,941	37.0	SLOTS
SEMI-INDEPENDENT LIVING	MED 33	270,984	128.0	SLOTS
CPS PROJECT	MED 37	612,222	105.0	SLOTS
SUPPORTED EMPLOYMENT SERVICE	MED 38	71,105	27.0	SLOTS
CSS-HOMELESS	MED 39	425,084	0.0	N/A
Subtotal:		8,827,697		
ACTIVITY CENTER	DD 40	2,167,633	392.0	SLOTS
SHELTERED SERVICES PROGRAM	DD 42	544,328	133.0	SLOTS
SUPPORTED EMPLOYMENT	DD 43	427,998	93.0	SLOTS
DD DIVERSION SERVICES	DD 44	55,514	0.0	N/A
SEMI-INDEPENDENT LIVING	DD 47	184,103	9.4	SLOTS
CASE MANAGEMENT	DD 48	865,753	18.6	FTE
FAMILY SUPPORT SERVICES	DD 49	205,362	0.0	SLOTS
RES FACILITIES	DD 50	5,331,727	303.0	SLOTS
EMPLOYMENT TRANSPORTATION	DD 53	602,095	614.0	SLOTS
EARLY INTERVENTION	DD 55	1,070,932	309.0	CHILD
DD SPECIAL PROJECTS	DD 57	16,876	0.0	N/A
Subtotal:		11,472,321		
ALCOHOL RESIDENTIAL CARE	A&D 61	452,508	84.0	BEDS
DRUG RESIDENTIAL CARE	A&D 62	405,652	52.0	BEDS
NON-HOSP ALC. DETOX	A&D 63	581,813	47.0	BEDS
OUTPT ALCOHOL	A&D 64	588,389	503.0	SLOTS
OUTPT DRUG-FREE	A&D 65	766,497	412.0	SLOTS
METHADONE MAINTENANCE	A&D 69	481,520	260.0	SLOTS
PREVENTION & E.I.	A&D 70	84,366	0.0	N/A

OREGON STATE MENTAL HEALTH DIVISION
Contract/Agreement for Community Mental Health Services
PART I-A

Page: 2
As Of:05/03/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

1989-90

Mental Health Division Service Elements	SE Number	Agreement Amount	Obligated Service Units
CIRT	A&D 71	225,876	14.0 BEDS
NON-HOSP DRUG DETOX	A&D 73	24,758	2.0
Subtotal:		3,611,379	

AGREEMENT TOTAL

\$24,674,415

OREGON STATE MENTAL HEALTH DIVISION
Contract/Agreement for Community Mental Health Services
PART I-A

Page: 1
As Of: 05/03/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

1990-91

Mental Health Division Service Elements	SE Number	Agreement Amount	Obligated Service Units
LOCAL ADMINISTRATION	LA 01	763,018	0.0
Subtotal:		763,018	

CTS - CHILDREN	MED 22	370,421	127.0 SLOTS
COMM SUPPORT SERVICES	MED 23	3,853,220	1,155.0 SLOTS
COMM HOSPITAL SERVICES	MED 24	419,590	284.0 TX ENR
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PSRB	MED 30	132,941	37.0 SLOTS
SEMI-INDEPENDENT LIVING	MED 33	270,984	128.0 SLOTS
CPS PROJECT	MED 37	612,222	105.0 SLOTS
SUPPORTED EMPLOYMENT SERVICE	MED 38	71,105	27.0 SLOTS
CSS-HOMELESS	MED 39	425,084	0.0 N/A
Subtotal:		8,827,697	

ACTIVITY CENTER	DD 40	2,167,633	392.0 SLOTS
SHELTERED SERVICES PROGRAM	DD 42	544,328	133.0 SLOTS
SUPPORTED EMPLOYMENT	DD 43	427,998	93.0 SLOTS
DD DIVERSION SERVICES	DD 44	55,514	0.0 N/A
SEMI-INDEPENDENT LIVING	DD 47	184,103	9.4 SLOTS
CASE MANAGEMENT	DD 48	848,409	18.3 FTE
FAMILY SUPPORT SERVICES	DD 49	205,362	0.0 SLOTS
RES FACILITIES	DD 50	5,331,727	303.0 SLOTS
EMPLOYMENT TRANSPORTATION	DD 53	602,095	614.0 SLOTS
EARLY INTERVENTION	DD 55	1,070,932	309.0 CHILD
DD SPECIAL PROJECTS	DD 57	0	0.0 N/A
Subtotal:		11,438,101	

ALCOHOL RESIDENTIAL CARE	A&D 61	452,508	84.0 BEDS
DRUG RESIDENTIAL CARE	A&D 62	405,652	52.0 BEDS
NON-HOSP ALC. DETOX	A&D 63	581,813	47.0 BEDS
OUTPT ALCOHOL	A&D 64	588,389	503.0 SLOTS
OUTPT DRUG-FREE	A&D 65	766,497	412.0 SLOTS
METHADONE MAINTENANCE	A&D 69	481,520	260.0 SLOTS
PREVENTION & E.I.	A&D 70	84,366	0.0 N/A

OREGON STATE MENTAL HEALTH DIVISION
Contract/Agreement for Community Mental Health Services
PART I-A

Page: 2
As Of:05/03/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

1990-91

Mental Health Division Service Elements	SE Number	Agreement Amount	Obligated Service Units
CIRT	A&D 71	225,876	14.0
NON-HOSP DRUG DETOX	A&D 73	24,758	2.0
Subtotal:		3,611,379	

AGREEMENT TOTAL

\$24,640,195

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A SUMMARY

Page: 1

As Of: 05/02/89

1989-90, 1990-91

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #:

Mental Health Division Service Elements	Service Element #	1989-90 Agreement Total	1990-91 Agreement Total	Biennium Total
LOCAL ADMINISTRATION	LA 01	763,018	763,018	1,526,036
Subtotal: LA		763,018	763,018	1,526,036
CTS - CHILDREN	MED 22	370,421	370,421	740,842
COMM SUPPORT SERVICES	MED 23	3,853,220	3,853,220	7,706,440
COMM HOSPITAL SERVICES	MED 24	419,590	419,590	839,180
NON-HOSPITAL CRISIS SERVICES	MED 25	1,241,845	1,241,845	2,483,690
CTS - ADULT	MED 27	22,250	22,250	44,500
RCF	MED 28	764,853	764,853	1,529,706
PRECOMMITMENT	MED 29	643,182	643,182	1,286,364
PSRB	MED 30	132,941	132,941	265,882
SEMI-INDEPENDENT LIVING	MED 33	270,984	270,984	541,968
CPS PROJECT	MED 37	612,222	612,222	1,224,444
SUPPORTED EMPLOYMENT SERVICE	MED 38	71,105	71,105	142,210
CSS-HOMELESS	MED 39	425,084	425,084	850,168
Subtotal: MED		8,827,697	8,827,697	17,655,394
ACTIVITY CENTER	DD 40	2,167,633	2,167,633	4,335,266
SHELTERED SERVICES PROGRAM	DD 42	544,328	544,328	1,088,656
SUPPORTED EMPLOYMENT	DD 43	427,998	427,998	855,996
DD DIVERSION SERVICES	DD 44	55,514	55,514	111,028
SEMI-INDEPENDENT LIVING	DD 47	184,103	184,103	368,206
CASE MANAGEMENT	DD 48	865,753	848,409	1,714,162
FAMILY SUPPORT SERVICES	DD 49	205,362	205,362	410,724
RES FACILITIES	DD 50	5,331,727	5,331,727	10,663,454
EMPLOYMENT TRANSPORTATION	DD 53	602,095	602,095	1,204,190
EARLY INTERVENTION	DD 55	1,070,932	1,070,932	2,141,864
DD SPECIAL PROJECTS	DD 57	16,876	0	16,876
Subtotal: DD		11,472,321	11,438,101	22,910,422
ALCOHOL RESIDENTIAL CARE	A&D 61	452,508	452,508	905,016
DRUG RESIDENTIAL CARE	A&D 62	405,652	405,652	811,304
NON-HOSP ALC. DETOX	A&D 63	581,813	581,813	1,163,626
OUTPT ALCOHOL	A&D 64	588,389	588,389	1,176,778
OUTPT DRUG-FREE	A&D 65	766,497	766,497	1,532,994
METHADONE MAINTENANCE	A&D 69	481,520	481,520	963,040

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A SUMMARY

Page: 2

As Of: 05/02/89

1989-90,1990-91

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #:

Mental Health Division Service Elements	Service Element #	1989-90 Agreement Total	1990-91 Agreement Total	Biennium Total
PREVENTION & E.I.	A&D 70	84,366	84,366	168,732
CIRT	A&D 71	225,876	225,876	451,752
NON-HOSP DRUG DETOX	A&D 73	24,758	24,758	49,516
Subtotal: A&D		3,611,379	3,611,379	7,222,758
AGREEMENT TOTAL		\$24,674,415	24,640,195	\$49,314,610

OREGON STATE MENTAL HEALTH DIVISION
 Agreement for Community Mental Health Services
 PART I-B

Page: 1
 As Of: 05/02/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

1989-90

Reimburse. Source	MHD Serv Elem	SE Number	Reimburse. Amount	Obligated Service Units	
MEDICAID	OUTPT ALCOHOL	A&D 64	112,983	0.0	N/A
MEDICAID	OUTPT DRUG-FREE	A&D 65	115,514	0.0	N/A
MEDICAID	METHADONE MAINT	A&D 69	208,736	0.0	N/A
MEDICAID	CTS - CHILDREN	MED 22	557,092	192.0	SLOTS
MEDICAID	COMM SUPPORT SE	MED 23	2,171,294	651.0	SLOTS
MEDICAID	NON-HOSPITAL CR	MED 25	80,425	206.0	TX ENR
MEDICAID	CTS - ADULT	MED 27	56,626	37.0	SLOTS
MEDICAID	SEMI-INDEPENDEN	MED 33	130,527	62.0	SLOTS
MEDICAID	CPS PROJECT	MED 37	265,057	45.0	SLOTS
	Subtotal:		3,698,254		
IDF	DUII DIV I	A&D 67	5,000	0.0	
IDF	DUII DIV II	A&D 68	132,300	0.0	
IDF	CONVICTED I	A&D 77	800	0.0	
IDF	CONVICTED II	A&D 78	88,700	0.0	
	Subtotal:		226,800		
AFC	DD NON-REL. AFC	DD 58	215,278	95.0	SLOTS
AFC	DD RELATIVE AFC	DD 59	68,882	32.0	SLOTS
AFC	AFC MED	MED 34	155,215	80.0	SLOTS
	Subtotal:		439,375		

AGREEMENT TOTAL

\$ 4,364,429

OREGON STATE MENTAL HEALTH DIVISION
 Agreement for Community Mental Health Services
 PART I-B

Page: 1
 As Of: 05/02/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

1990-91

Reimburse. Source	MHD Serv Elem	SE Number	Reimburse. Amount	Obligated Service Units	
MEDICAID	OUTPT ALCOHOL	A&D 64	112,983	0.0	N/A
MEDICAID	OUTPT DRUG-FREE	A&D 65	115,514	0.0	N/A
MEDICAID	METHADONE MAINT	A&D 69	208,736	0.0	N/A
MEDICAID	CTS - CHILDREN	MED 22	557,092	192.0	SLOTS
MEDICAID	COMM SUPPORT SE	MED 23	2,171,294	651.0	SLOTS
MEDICAID	NON-HOSPITAL CR	MED 25	80,425	206.0	TX ENR
MEDICAID	CTS - ADULT	MED 27	56,626	37.0	SLOTS
MEDICAID	SEMI-INDEPENDEN	MED 33	130,527	62.0	SLOTS
MEDICAID	CPS PROJECT	MED 37	265,057	45.0	SLOTS
	Subtotal:		3,698,254		
IDF	DUII DIV I	A&D 67	5,000	0.0	
IDF	DUII DIV II	A&D 68	132,300	0.0	
IDF	CONVICTED I	A&D 77	800	0.0	
IDF	CONVICTED II	A&D 78	88,700	0.0	
	Subtotal:		226,800		
AFC	DD NON-REL. AFC	DD 58	215,278	95.0	SLOTS
AFC	DD RELATIVE AFC	DD 59	68,882	32.0	SLOTS
AFC	AFC MED	MED 34	155,215	80.0	SLOTS
	Subtotal:		439,375		

AGREEMENT TOTAL

\$ 4,364,429

OREGON STATE MENTAL HEALTH DIVISION
 Agreement for Community Mental Health Services
 PART I-B SUMMARY

Page: 1
 As Of: 05/02/89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #:

1989-90, 1990-91

Reimburs. Source	MHD Service Element	Service Element #	1989-90 Agreement Total	1990-91 Agreement Total	Biennium Total
MEDICAID	OUTPT ALCOHO	A&D 64	112,983	112,983	225,966
MEDICAID	OUTPT DRUG-F	A&D 65	115,514	115,514	231,028
MEDICAID	METHADONE MA	A&D 69	208,736	208,736	417,472
MEDICAID	CTS - CHILDR	MED 22	557,092	557,092	1,114,184
MEDICAID	COMM SUPPORT	MED 23	2,171,294	2,171,294	4,342,588
MEDICAID	NON-HOSPITAL	MED 25	80,425	80,425	160,850
MEDICAID	CTS - ADULT	MED 27	56,626	56,626	113,252
MEDICAID	SEMI-INDEPEN	MED 33	130,527	130,527	261,054
MEDICAID	CPS PROJECT	MED 37	265,057	265,057	530,114
	Subtotal:		3,698,254	3,698,254	7,396,508
IDF	DUII DIV I	A&D 67	5,000	5,000	10,000
IDF	DUII DIV II	A&D 68	132,300	132,300	264,600
IDF	CONVICTED I	A&D 77	800	800	1,600
IDF	CONVICTED II	A&D 78	88,700	88,700	177,400
	Subtotal:		226,800	226,800	453,600
AFC	DD NON-REL.	DD 58	215,278	215,278	430,556
AFC	DD RELATIVE	DD 59	68,882	68,882	137,764
AFC	AFC MED	MED 34	155,215	155,215	310,430
	Subtotal:		439,375	439,375	878,750
AGREEMENT TOTAL			\$ 4,364,429	4,364,429	\$ 8,728,858

MENTAL HEALTH DIVISION
1989-91 INTERGOVERNMENTAL AGREEMENT (COUNTY)
PART II: GENERAL CONDITIONS

This Agreement between the State of Oregon, Mental Health Division and Office of Alcohol and Drug Abuse Programs, hereinafter called DIVISION and Multnomah County, hereinafter called COUNTY is authorized under Oregon Revised Statutes Chapter 430, Code of Federal Regulations and Oregon Administrative Rules. This Agreement is not effective until signed by all parties. This Agreement is subject to the availability of local, state, and federal funds and any special conditions listed under Part I. This Agreement is for the period indicated and does not in any way commit DIVISION or COUNTY to obligate funds for continuation of these services.

WHEREAS, DIVISION has undertaken to establish, coordinate, assist, and direct a public mental health program in cooperation with local government units and to integrate such a program with the total state mental health program; and

WHEREAS, COUNTY in conformity with the rules of DIVISION has undertaken to establish and operate a Community Mental Health Program to serve Oregon residents pursuant to the provisions of ORS Chapter 430; and,

WHEREAS, DIVISION and COUNTY are desirous of having an Intergovernmental Agreement for provision of a Community Mental Health Program for the period July 1, 1989 through June 30, 1991, it is mutually agreed as follows:

I. BOTH PARTIES AGREE:

GENERAL

- A. That the approved 1989-91 Community Mental Health Program Implementation Plan, and any amendments are made part of this Agreement by reference.
- B. That this Agreement will be in effect for the period specified above unless terminated or amended as provided herein.
- C. That COUNTY and DIVISION will comply with all applicable federal and state statutes, rules, and regulations governing operation of Community Mental Health Programs, including those established by DIVISION and all subsequent changes or amendments. Said statutes, rules, and regulations cited in this section shall govern in any area not specifically governed in this Agreement. Where a subsequent amendment to a federal or state statute, rule, or regulation significantly changes, in the opinion of either party to the Agreement, the nature or scope of the Agreement, the parties agree to negotiate any necessary Agreement amendments.

- D. That DIVISION and COUNTY both have joint responsibility for monitoring service performance under this Agreement and will take appropriate actions to correct inadequate service or fiscal performance as stated in Sections III E and II E and II F under Part II of this Agreement.
- E. That disputes arising from this Agreement between COUNTY and DIVISION, or between COUNTY and subcontractors will be resolved when possible at the lowest appropriate management levels, followed by consultation with Board of County Commissioners and the Administrator of the Mental Health Division if necessary.
- F. That COUNTY and DIVISION will follow instructions established by DIVISION for payment and related financial procedures provided in the Community Mental Health Financial Procedures Manual which is incorporated by reference.

AMENDMENT AND TERMINATION

- G. That any amendments of Part II of this Agreement shall be valid only when they have been submitted in writing and approved in writing by COUNTY and DIVISION.

DIVISION may modify Parts I-A, I-B, or III of this Agreement by written notification of the changes sent to COUNTY by mail provided that COUNTY acknowledges approval of the amendment through written notification sent to DIVISION. Where an amendment to this Agreement is not acceptable to COUNTY, the COUNTY will notify DIVISION in writing of that fact and specify why the amendment is not acceptable within thirty (30) days. Both parties agree to negotiate any disputed Agreement amendment initiated under this paragraph.

The Division may increase the amount for Diversion Services (DD 44) that is awarded in this Agreement as shown in Part I-A by sending written notification of the increase to the county by mail. Such notification shall cause this Agreement to be amended and the county is not required to acknowledge approval.

COUNTY may delegate signature authority as allowed by ORS 430.620(1) to a designated employee provided that the Board of Commissioners or County Court has delegated this authority through an order or resolution and has furnished a copy of the order or resolution to DIVISION.

- H. That all or part of this Agreement may be terminated by mutual agreement of the parties confirmed in writing, not less than sixty (60) days prior to the date of termination. Termination of the Agreement shall be without prejudice to any obligation or liabilities either party incurred prior to such termination.
- I. That DIVISION may also unilaterally terminate or amend part of this Agreement by written notice sent by certified mail as specified below:

1. With 10 days' notice, if funding to DIVISION from federal, state or other sources is not obtained or is not continued at a level sufficient to meet payment obligations of DIVISION under this Agreement. DIVISION will give more notice whenever possible.
 2. With 30 days' notice, if federal or state regulations are changed in such a way that services are no longer allowable for purchase under the Agreement or no longer meet regulations.
 3. With 30 days' notice, if COUNTY defaults or fails to provide services or fails to meet any performance requirement as specified by DIVISION in the Agreement.
 4. Immediately upon notice, if there is a denial, revocation or non-renewal of any license or certificate required by law or regulation to be held by COUNTY or its subcontractor to provide a service element under the Agreement.
 5. Immediately upon notice, if a COUNTY fails to start up services on the date specified by DIVISION in the Agreement or if COUNTY fails to continue to provide services for the entire Agreement period.
 6. Immediately upon notice, if DIVISION has evidence that COUNTY or its subcontractors have endangered or are endangering the health and safety of clients/residents, staff or the public.
 7. Immediately upon notice if DIVISION, after concurrence from the Community Mental Health Program Director, adds funding for expanded service element capacity and increases performance or service requirements or when DIVISION adds funding for program start-up.
- J. This Agreement may be extended through the amendment procedures described in this Agreement, subject to the following conditions:
1. Extension will be limited to ninety (90) days beyond the Agreement period; and,
 2. Extension is subject to the limits of available funding.

II. COUNTY AGREES:

PERFORMANCE OF SERVICES

- A. That it will perform, or cause to be performed through subcontract, the necessary services and programs as described in Part III of this Agreement according to terms specified therein.

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SUBCONTRACTS

- B. That subcontractor is defined as an individual, public or private community agency or organization that provides, under a contract with COUNTY, any service under this Agreement, including Title XIX community mental health services paid through Adult and Family Services Division. COUNTY is limited by ORS 430.370 when COUNTY subcontracts for alcoholism treatment and rehabilitation services with funds provided pursuant to ORS 430.345 to 430.380.
- C. That COUNTY shall have a written contract with each subcontractor in accordance with applicable DIVISION administrative rules on contract administration which specify the authorities and responsibilities of COUNTY and subcontractor. COUNTY agrees to furnish a copy of the subcontract to DIVISION upon request. The subcontract must be executed prior to the first day of service or as specified in Special Conditions, Part I of this Agreement and subsequent amendments. At a minimum, the subcontract agreement must also specify:
1. That subcontractor shall comply with all applicable provisions of this Agreement between COUNTY and DIVISION;
 2. That subcontractor shall comply with all applicable federal and state statutes, rules, and regulations;
 3. That subcontractor agrees that it is an independent contractor and not an agent of COUNTY or DIVISION. The subcontractor shall indemnify and save harmless COUNTY and DIVISION, their officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the subcontractor, his own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of the subcontractor.
 4. That subcontractor shall obtain and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of the subcontractor. Such liability insurance, whatever the form, shall not be less than the following:
 - a) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
 - b) \$100,000 to any claimant for all other claims arising out of a single accident or occurrence;

- c) \$500,000 for any number of claims arising out of a single accident or occurrence.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, the subcontractor shall immediately notify CONTRACTOR and DIVISION orally and in writing within 3 days.

5. That subcontractor shall obtain, and maintain at all times during the terms of the subcontract, workers compensation insurance covering injuries to employees while carrying out employee duties under the subcontract as required by state statutes, rules, and regulations.
6. Notwithstanding paragraph C, the county may permit a subcontractor to begin delivery of Diversion Services (DD 44) prior to the execution of a subcontract provided that a subcontract instrument is executed within sixty days, or as required by county policy. If services are begun before a subcontract is executed, the county must require that the provider sign a statement indemnifying the county and the state as set forth in General Conditions II,C,3 prior to the first day of service.
- D. That COUNTY must notify DIVISION, within 30 days, by submitting the Community Mental Health Provider Information Report when subcontracts for service elements are established, modified or terminated.
- E. That COUNTY is responsible for monitoring services provided by subcontract providers to ensure that all services conform to DIVISION standards and other performance requirements specified in Part III of this Agreement. COUNTY shall notify DIVISION when any major deficiencies are discovered. COUNTY shall take all allowable management and legal actions to remedy deficiencies.
- F. That COUNTY is responsible for monitoring the fiscal performance of subcontractors under this Agreement and shall take all allowable management and legal action necessary to pursue this responsibility. Recovery of funds will be made as prescribed in this Agreement in cases of unauthorized expenditures, non-performance of services, excess payment, contract termination or suspension, or revocation or suspension of approval or license involving a subcontractor. However, this Agreement does not act as a limitation on the authority of the DIVISION to pursue its legal and administrative remedies pursuant to federal and state statutes, rules, and regulations.

- G. That notwithstanding any other payment provision of this Agreement, the failure of a subcontractor to submit required reports when due, or failure to perform or document the performance of subcontracted services, may result in the withholding of payments under the subcontract by COUNTY. COUNTY will notify DIVISION when payments are withheld.
- H. That COUNTY shall not require of its subcontractors, in return for funds included in this Agreement, client services or program standards in excess of performance standards listed under Part III of this Agreement, state or federal statutes, rules, and regulations, except when required by local ordinance, or such restriction or requirement has been fully negotiated and agreed upon by COUNTY and subcontractor and DIVISION approves such excess requirements in COUNTY'S Community Mental Health Program Implementation Plan.

AUDITS AND INSPECTIONS

- I. That COUNTY shall permit authorized representatives of DIVISION, the Oregon Secretary of State's Audit Division, the State of Oregon Executive Department, the Oregon Department of Justice, or the applicable audit agencies of the U.S. Government to review the records of COUNTY in order to satisfy audit or program evaluation purposes deemed necessary by DIVISION and permitted under law, and shall permit authorized representatives of DIVISION to perform site reviews of all service elements covered by this Agreement.

RECOVERY OF FUNDS

- J. That failure to have an independent Certified Public Accountant audit Federal Block Grant and other federal funds in a manner which complies with Section "T" of this Agreement, Special Federal Requirements, shall be cause for DIVISION to recover from COUNTY all federal funds paid under this Agreement.
- K. That any refunds to or disallowances by the federal government resulting from federal audits of community mental health services, including services delivered by subcontract providers, shall be the responsibility of COUNTY. COUNTY shall be responsible for taking all necessary and allowable management and legal action to recover such refunds or disallowances from subcontractors. DIVISION may release COUNTY from further responsibility for recovery of funds from subcontractors when further action by COUNTY is determined unreasonable by DIVISION relative to the cost of the action in comparison to the amount owing by the subcontractor and/or the likelihood of successful fund recovery resulting from these COUNTY actions under authority vested in COUNTY.

- L. Recovery of state and federal Medicaid funds shall be accomplished by DIVISION, acting by and through its duly authorized agents, as provided for in Administrative Rules for Oregon Medical Assistance Programs, General Rules, published by the Adult and Family Services Division as Chapter 461 of the Oregon Administrative Rules.
- M. That any DIVISION funds spent for purposes not authorized by this Agreement shall either be paid directly by COUNTY to DIVISION or, if not so paid, shall be deducted from future payments to COUNTY. Payments by DIVISION in excess of authorized amounts that have not been repaid by COUNTY within 30 days after the Agreement's expiration or after notification by the DIVISION shall be deducted from future payments to COUNTY. COUNTY shall be responsible for prior Agreement period overpayments and unrecovered advances made by DIVISION during the Agreement period. COUNTY shall also be responsible to take all allowable management and legal action necessary to recover any funds owed to DIVISION by COUNTY's subcontractors. DIVISION may release COUNTY from further responsibility for recovery of funds from subcontractors when further action by COUNTY is determined unreasonable by DIVISION relative to the cost of those actions, the amount owing by the subcontractor and the likelihood of successful fund recovery resulting from these COUNTY actions. COUNTY may either pay DIVISION directly or DIVISION shall deduct the amount from future payments as specified above, unless a different repayment plan has been approved in writing by DIVISION.
- N. That in the event a Letter of Approval or statutorily required operating license is not extended to a service element, or is otherwise revoked or suspended, the procedure for recovery of DIVISION funds will be as stated in this Agreement. In the event of termination of all or part of this Agreement as specified in this Agreement, DIVISION'S obligation to provide reimbursement for services or program expenses will cease on the date of termination. Any DIVISION funds not obligated on the date of termination shall revert to DIVISION in a manner specified by DIVISION.

LOCAL MATCHING FUNDS, RECEIPTS, BUDGET TRANSFERS

- O. That COUNTY agrees to assure provision of local funds to match DIVISION funds contracted by authority of ORS 430.380 Mental Health Alcoholism and Drug Services Account, Appropriations and Use of Money subsection (3) shall be matched by COUNTY as required by ORS 430.359 Funding of Programs.
- P. That fees and third-party reimbursements, including all amounts under this Agreement paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources for services rendered by COUNTY and interest earned on such funds, shall be

retained by COUNTY provided that they are expended for mental health services which meet the standards of DIVISION as provided in Chapter 309 of the Oregon Administrative Rules. All fees generated from alcohol treatment services and all local revenues appropriated under ORS 430.380(2) must be used for treatment and rehabilitation of alcoholism in accordance with ORS 430.359(5) and 430.380(2). If any such local receipts are not expended in the fiscal year in which they are received, COUNTY will maintain an auditable record of expenditure of these receipts as they occur in subsequent fiscal years.

- Q. That during the Agreement period COUNTY may transfer up to 10 percent of state funds within a program area without prior approval by DIVISION, provided that established payment rates, required offsets to state general funds, performance standards and contracted performance levels for each service element are not permanently altered. However, federal funds or state funds required to match federal funds, and state funds whose use is limited by statute, (e.g., residential services supported by the Home and Community-Based Waiver Program, or minority consideration in accordance with ORS 430.359(2), 430.362 and 430.364), may not be transferred without an amendment to this Agreement.

REPORTING REQUIREMENTS

- R. That COUNTY agrees to prepare, furnish or require subcontractors to provide the following data and information:

1. Client Information

- a) Enrollment and termination information specified by DIVISION for all clients admitted to a provider organization registered with the Mental Health Division Client Process Monitoring System (CPMS) when the service provided by the organization is funded wholly or in part by DIVISION or by fees and third-party reimbursements generated by the service element, including all amounts paid pursuant to Title XIX of the Social Security Act and interest earned on such funds.

CPMS client enrollment data shall be reported to DIVISION within seven (7) calendar days after the date of enrollment. Termination data shall be reported to DIVISION on the first Termination Service Recording Form received by the provider following the date of termination. Client activity in service elements shall be reported to DIVISION each month on the Termination Service Recording Form.

- b) Service element performance information and additional reporting in CPMS as specified in Part III of this Agreement and in the Mental Health Division Client Process Monitoring System User Manual.

2. Service Provider Information

- a) COUNTY will submit the Community Mental Health Provider Information Report when this Agreement is signed by COUNTY and returned to DIVISION or within 30 days if a provider begins providing services after that date. This report must be submitted for each provider of services under this Agreement, including subcontractors.

3. Financial Information

- a) That COUNTY shall submit, or cause to be submitted, information requested by DIVISION to determine correct payment amounts.

- (1) When Part III of this Agreement specifies the method of payment is cost reimbursement, COUNTY shall submit the Oregon Community Mental Health Cost Statement, within ninety (90) days after the end of each fiscal year in the Agreement period or ninety (90) days after termination of the Agreement or a subcontract authorized by the Agreement. This statement of COUNTY expenses and revenues shall be the final statement of expenditures for the fiscal period. DIVISION will use the cost statement to determine correct payment amounts under this Agreement. DIVISION will compare the correct payment amount with the actual payments made during the fiscal period. Differences owing to COUNTY will be paid by DIVISION. DIVISION agrees to complete the desk review of this statement within ninety (90) days from receipt of a complete accurate cost statement from COUNTY.

- (2) When Part III specifies that payment is based on a prospective rate, COUNTY shall submit or cause to be submitted information described in the Community Mental Health Financial Procedures Manual for requesting payment. Such information must be submitted within ninety (90) days after the date of service unless otherwise specified in the manual.

- b) That COUNTY shall submit an annual report on expenditure of local receipts retained by the program as allowed under ORS 430.695 and carried over from previous fiscal years.

4. That regardless of any other payment provision of this Agreement, failure of COUNTY to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding or disallowance of payments under this Agreement. Withholding of payments shall begin 30 days after written notice is given by DIVISION to COUNTY. Withholding of payments for cause may continue until COUNTY submits required reports, performs required services, or establishes, to DIVISION's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of COUNTY. Payments disallowed for cause are subject to recovery by DIVISION under terms specified in this Agreement or applicable Oregon Administrative Rules.
5. That COUNTY will provide, or require subcontractors to provide other reports and data as may reasonably be requested by DIVISION.
6. By signature of this Agreement, COUNTY grants DIVISION, except where expressly prohibited by law, the right to reproduce, use and disclose for DIVISION'S purposes all or any part of the reports, data, and technical information furnished to DIVISION under this Agreement.

MAINTENANCE, RETENTION AND CONFIDENTIALITY OF RECORDS

- S. That COUNTY agrees to establish and maintain records and statistics as follows:
1. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained for a minimum of three years after the close of the Agreement period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.
 2. A client record shall be maintained for each person who receives services under this Agreement, unless the service definition in Part III of this Agreement precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required under that section. The record shall contain: client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by the DIVISION. Records shall be retained in accordance with 166-05-000 through 166-40-1050 of the Oregon Administrative Rules (State Archivist). Client records shall be retained for seven years.

3. Client records shall be kept confidential in accordance with ORS 179.495 through 179.507, ORS 192.495 through 192.530, 45 CFR 205.50 and 42 CFR Part 2, and any Oregon Administrative Rule promulgated by DIVISION pertaining to client records. DIVISION shall provide guidelines for confidentiality of client records in the Mental Health Division Handbook on Confidentiality.

SPECIAL FEDERAL REQUIREMENTS

T. That COUNTY shall comply with the following special federal requirements:

1. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, COUNTY agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." COUNTY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.
2. COUNTY shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-165). All COUNTY subcontracts shall require compliance with the foregoing provisions.
3. If the allocation amount specified in Part I-B of this Agreement for Medicaid services exceeds \$100,000, COUNTY shall provide the State of Oregon with written assurance that COUNTY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), and further, COUNTY agrees to promptly report all infractions to DIVISION. DIVISION will immediately inform the U.S. Department of Health and Human Services and the U.S. E.P.A. Assistant Administrator for Enforcement when notified of any violations. All COUNTY subcontracts shall require compliance with these provisions.

4. COUNTY shall comply with federal rules and statutes pertaining to the Alcohol, Drug and Mental Health (ADMH) and Social Services (formerly Title XX) Block Grant(s), including the Public Health Services Act especially sections 1914 (b)(1-5, 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.
5. Any Federal Block Grant funds and other federal funds administered by DIVISION shall be audited by an independent Certified Public Accountant in accordance with the Comptroller General's Standards for Auditing Governmental Organizations, Programs, Activities, and Functions for financial and compliance audits. This requirement must be met by conducting the annual county-wide audit, required to be filed with the Secretary of State, in accordance with OMB Circular A-128, "Audits of State and Local Governments," unless otherwise specified in the Community Mental Health Financial Procedures Manual.

Copies of these audit reports shall be filed with DIVISION by December 31 following each fiscal year. Commercial vendors (non-profits and proprietary) performing as subcontractors under this Agreement are not required by DIVISION to perform the audit requirements of this subsection. However, COUNTY may choose to require audits of its subcontractors.

III. DIVISION AGREES:

PAYMENTS

- A. That the method of payment will be specified in Part III of this Agreement. Instructions for claiming payment shall be provided through a Community Mental Health Financial Procedures Manual maintained by DIVISION.
- B. That amounts listed in Part I-A shall be disbursed through monthly allotments mailed by the 15th day of each month. DIVISION may adjust allotments periodically in response to delayed implementation of new programs, collection of local receipts which offset DIVISION payments or other circumstances which warrant an accelerated or deaccelerated payment schedule to meet service requirements under this Agreement.
- C. That amounts listed in Part I-B shall be disbursed through the Adult and Family Services Division of the Department of Human Resources or some other special arrangement as identified in Part III and described in the Community Mental Health Financial Procedures Manual.
- D. That payments will be made according to the Community Mental Health Financial Procedures Manual, except that payments will be made only if:

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1. Payments are for services performed as authorized under this Agreement;
 2. Payment requests are justified by written documentation in case records and/or financial records maintained by COUNTY;
 3. Payments conform to applicable state and federal laws, rules and regulations;
 4. Payments are for an obligation incurred during the specified fiscal year; and
 5. Payments conform to any payment limitations specified in Part III of this Agreement or the Community Mental Health Financial Procedures Manual.
- E. That DIVISION may pay travel reimbursement for an employee of COUNTY or a subcontractor when the cost is incurred because the employee has provided a service for DIVISION at DIVISION'S request. Reimbursement rates and billing procedures will be the same as those approved for state employees.

PERFORMANCE STANDARDS AND REQUIREMENTS

- F. That DIVISION shall, in consultation with county, provider and advocate representatives, establish standards and performance requirements relative to the quantity and quality of client service and care, administration and fiscal management, and shall assure COUNTY compliance with said standards and with all obligations and conditions stated in this Agreement and in its incorporated references and shall be responsible to work cooperatively with COUNTY to correct performance problems, including problems associated with the performance of subcontractors.

REPORTS

- G. That DIVISION will furnish summary reports, within available resources, to COUNTY and by subcontractors from CPMS and other client reporting requirements listed under the Agreement.
- H. That DIVISION will furnish to COUNTY monthly reports which detail service element payments, including payments made by the Adult and Family Services Division on behalf of DIVISION.
- I. That DIVISION will furnish to COUNTY summary reports of data obtained in the Community Mental Health Provider Information Reports and Oregon Community Mental Health Cost Statement reports as requested by COUNTY.

TECHNICAL ASSISTANCE

- J. DIVISION will provide technical assistance, within available resources, when requested by COUNTY.

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MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: Local Administration

Service I.D. Code: LA 01

I. Service Description

Local Administration is the central management of a community mental health program across all program areas. It includes planning and resource development; coordination of services with state hospital and training center services; negotiation and monitoring of contracts and subcontracts; and documentation of service delivery in compliance with state and federal requirements.

This service is regulated by OAR 309-14-000 through 040, "General Administrative Standards for Mental Health Contractors."

II. Performance Requirements

- o Submit a biennial implementation plan which meets DIVISION approval requirements.
- o 100% of services delivered directly or through subcontract will be provided according to terms of this Agreement as measured through site review and data provided by COUNTY and subcontractors.
- o Attend and participate fully in onsite reviews of sub-contracted programs. Conduct follow-up site reviews on behalf of the DIVISION if requested.
- o Schedule monthly meetings with subcontractors for the purpose of sharing information in a timely manner and as part of routine monitoring of subcontractors to determine the existence of problems related to compliance with administrative rules or performance requirements.
- o Within available resources, provide information, technical assistance and consultation to DIVISION and local service providers, families, and others as needed to plan and implement new programs.
- o Perform the following activities for the Alcohol and Drug service area in the priority shown:
 1. Staff support to Local Alcohol and Drug Abuse Planning Committees (LAPCs).
 2. Interim monitoring against administrative rules with emphasis on census validation.

3. County prevention team support efforts.
4. Delivery of training and technical assistance concerning completion of CPMS forms.

III. Special Reporting Requirements: Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY TREATMENT SERVICES, CHILDREN (CTS-C)

Service ID Code: MED 22

I. Service Description

Services include evaluation, brief intensive treatment, and less intensive long-term supportive treatment in an outpatient setting. Treatment may include medication management for the child and frequently involves the family.

Community Treatment Services, Children may be provided to any child or adolescent in need of them; however, state funds shall only be used to evaluate a child or adolescent who has been screened and is believed to be eligible for treatment based on the following criteria:

- (a) Documented clinical impression of a severe disorder needing treatment to avoid institutionalization or posing a hazard to the health or safety of themselves or others; or
- (b) Documented clinical impression that children or adolescents are at high risk of later developing a severe mental disorder; or
- (c) Documented clinical impression that children or adolescents are determined to be at immediate risk of removal from their homes because of mental disorders.

Services may also be provided for children or adolescents with mental disorders who will not receive mental health services from the private sector or other public agencies if a waiver is granted by DIVISION. A waiver must be submitted by COUNTY and approved in writing by DIVISION.

This service is regulated by: OAR 309-32-130 through 309-32-155 "Community Treatment Services" and, as applicable, OAR 309-16-000 through 309-16-115 "Medicaid Payment for Community Mental Health Services."

II. Performance Requirements

- 1. At least 95% of persons served with state funds must meet eligibility criteria specified above as measured through CPMS MARS 0242 and site review.
- 2. Maintain 100% utilization of the contracted number of slots each month as measured through CPMS MARS 1042.

3. Clients served for the year must equal at least 3 times the number of contracted slots as measured through CPMS MARS 1042.
4. Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements - Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on a fee for service rate for services provided to Medicaid eligible clients; and, based on payment for the service capacity specified in the Contract/Agreement for services delivered to non-Medicaid eligible clients. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational. Fee for service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the fee schedule contained in the Financial Procedures Manual.

Funds are disbursed through two separate systems. Payment for services to Medicaid eligible clients are disbursed by the Adult and Family Services Division. Instructions for billing these services are contained in the Financial Procedures Manual. Funds in Part I-A for payment of service capacity are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY SUPPORT SERVICES (CSS)

Service ID Code: MED 23

I. Service Description

Community Support Services include case management, and one or more of the following services as needed: outreach, medication management, daily structure and support, employment skill development, and residential resource development. Persons eligible for those services are chronically mentally ill as defined in OAR 309-32-015.

COUNTY agrees to provide evaluation, case management, and protective services as needed by foster home clients from funds provided in Part I-A of this Agreement for this service element. For purposes of this special condition, "case management" services include: fulfilling all CPMS reporting requirements, preparation on an "as needed" basis and no less frequently than semi-annually, plans of care, and Service and Financial Summary Reports (AFS 512).

This service is regulated by OAR 309-32-010 through 309-32-026, "Community Support Services for the Chronically Mentally Ill" and, as applicable, OAR 309-16-000 through 309-16-115, "Medicaid Payment for Community Mental Health Services."

II. Performance Requirements

1. At least 95% of persons served with state funds must meet CSS eligibility criteria as measured by CPMS MARS 0242 and site review.
2. Maintain 100% client enrollment in the contracted number of slots each month as measured by CPMS MARS 1042.
3. 100% of contracted number of clients will be seen at least monthly as measured through site review. (The contracted number of clients served is the active caseload to be maintained at all times).
4. Maintain a Certificate of Approval as measured through site review.

III. Special Reporting Requirements: Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on a fee for service rate for services provided to Medicaid eligible clients; and, based on payment for the service capacity specified in the Contract/Agreement for services delivered to non-Medicaid eligible clients. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational. Fee for service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the fee schedule contained in the Financial Procedures Manual.

Funds are disbursed through two separate systems. Payment for services to Medicaid eligible clients are disbursed by the Adult and Family Services Division. Instructions for billing these services are contained in the Financial Procedures Manual. Funds in Part I-A for payment of service capacity are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY HOSPITAL SERVICES (CHS)

Service I.D. Code: MED 24

I. Service Description

Community Hospital Services provides "last dollar" reimbursement for hospital and physician costs resulting from emergency holds (ORS 426.241) and treatment for committed persons in community hospitals. Funds are also used as reimbursements for services to persons admitted voluntarily when COUNTY has a contract with the provider for such services. Persons eligible for this service are those who, because of a mental or emotional disturbance, are at immediate risk of state hospitalization, or are in need of continuing services to avoid state hospitalization, or pose a hazard to themselves or others; or persons under 18 at risk of removal from their homes for treatment of mental or emotional disturbances or are at risk of developing a mental or emotional disturbance of a severe and persistent nature.

This service is regulated by OAR 309-32-000 "Standards for In-Patient Psychiatric Services" and by OAR 309-33-100 through 309-33-170, "Standards for Civil Commitment."

II. Performance Requirements

1. 100% of persons served with state funds must meet eligibility criteria specified above as measured through site review.
2. Maintain compliance with administrative rules as measured through site review.

III. Special Reporting Requirements

"Quarterly Expenditure of Selected Crisis/Respite Funds", per instructions in the Financial Procedures Manual. CPMS Reporting is not required for this service element. Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

MHD 1989-91 Part III
MED 24 - Community Hospital Services

IV. Payment Procedures

Payment is based on reimbursement for actual expenditures which may remain following collection from the person, third party payors, or other persons or agencies legally responsible for costs resulting from services defined above (MED 24), except that the total reimbursement will not exceed the dollar amount shown in Part I of this Agreement for each fiscal year.

Funds will be disbursed through monthly allotments which may be adjusted periodically by DIVISION to reflect cash requirements for continued program operation.

Final payment is based on COUNTY'S statement of revenue and expenses as reported in the Quarterly Expenditure of Selected Crisis/Respite Fund Report.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: NON-HOSPITAL CRISIS SERVICES (NHCS)

Service ID Code: MED 25

I. Service Description

Services include screening, evaluation, and crisis stabilization available to clients 24 hours per day, seven days per week. Service is provided to persons who (1) cannot afford or access private crisis services, (2) have a severe mental disorder, and (3) are likely to experience one or more serious negative consequences if immediate intervention is not provided. The target population for all state funds are Priority I clients as established by ORS 430.675. While receiving crisis evaluation services as defined in OAR 309-32-040(1), clients are deemed to be Priority 1. A waiver from DIVISION is required for provision of services to Priority 2 clients. This service is regulated by OAR 309-32-035 through 309-32-060, "Community Crisis Services" and OAR 309-16-000 through 309-16-115, "Medicaid Payment for Community Mental Health Services."

II. Performance Requirements

1. At least 95% of persons served with state funds must meet the eligibility criteria specified above as measured through CPMS MARS 0242 and site review.
2. Serve 95% of contracted number of enrollments during the fiscal year as measured through CPMS MARS 1042.
3. Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements: Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on a fee for service rate for services provided to Medicaid eligible clients; and, based on payment for the service capacity specified in the Contract/Agreement for services delivered to non-Medicaid eligible clients. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational. Fee for service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the fee schedule contained in the Financial Procedures Manual.

Funds are disbursed through two separate systems. Payment for services to Medicaid eligible clients are disbursed by the Adult and Family Services Division. Instructions for billing these services are contained in the Financial Procedures Manual. Funds in Part I-A for payment of service capacity are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY TREATMENT SERVICES, ADULT (CTS-A)

Service ID Code: MED 27

I. Service Description

Services include medication management for chronically mentally ill adults, and (1) long-term supportive treatment and (2) evaluation, brief intensive treatment, and less intensive long-term supportive treatment in an outpatient setting. Treatment may include medication management and frequently involves the family. Community Treatment Services may be provided to any adult in need of them; however, state funds shall only be used to evaluate and treat an adult who has been screened and is believed to be eligible for treatment based on the following criteria:

- (a) Documented clinical impression of a severe mental or emotional disorder needing treatment to avoid hospitalization or posing a hazard to the health and safety of themselves or others; or
- (b) Service may also be provided for adults with mental disorders who will not otherwise receive mental health services from the private sector or other public agencies if a waiver is granted by DIVISION. COUNTY must request a waiver and receive written approval from DIVISION.

This service is regulated by OAR 309-32-130 through 309-32-155, "Community Treatment Services" and OAR 309-16-000 through 309-16-115, "Medicaid Payment for Community Mental Health Services."

II. Performance Requirements

- 1. At least 95% of persons served with state funds must meet eligibility criteria specified above as measured through CPMS MARS 0242 and site review.
- 2. Maintain 100% utilization of the contracted number of slots each month as measured through CPMS MARS 1042.
- 3. Clients served for the year must equal at least 4 times the number of contracted slots as measured through CPMS MARS 1042.
- 4. Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements: Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on a fee for service rate for services provided to Medicaid eligible clients; and, based on payment for the service capacity specified in the Contract/Agreement for services delivered to non-Medicaid eligible clients. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational. Fee for service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the fee schedule contained in the Financial Procedures Manual.

Funds are disbursed through two separate systems. Payment for services to Medicaid eligible clients are disbursed by the Adult and Family Services Division. Instructions for billing these services are contained in the Financial Procedures Manual. Funds in Part I-A for payment of service capacity are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: RESIDENTIAL CARE FACILITIES (RCF-MED)

Service ID Code: MED 28

I. Service Description

Three types of licensed group homes are contracted as RCF/MED 28. RCFs provide 24 hour supervision, medication administration and monitoring, training in skills of daily living and support in a safe environment. Services are provided to Priority 1 mentally and emotionally disturbed adults who are at immediate risk of hospitalization, or persons in need of continuing services to avoid hospitalization, or persons posing a hazard to themselves or others. This service is further described and regulated by OAR 410-22-000, "Adult Residential Care Homes Serving Mentally or Emotionally Disturbed Persons".

RCF/T's provide 24 hour supervision, medication administration and monitoring, and support in a safe environment to highly dependent Priority I persons who no longer require treatment in a mental hospital but who require long-term care in a community residential facility. This service is regulated by OAR 309-35-100 through 309-35-190, "Community Residential Care Facilities."

Small Treatment Homes serve no more than five persons. They provide 24 hour supervision, medication monitoring, training in skills of daily living, and emotional support. This service must comply with OAR 309-35-000 through 309-35-065, "Adult Foster Homes".

All persons enrolled in an RCF-MED must also be enrolled in Community Support Services (MED 23) or Community Treatment Services (MED 27).

II. Performance Requirements

1. 100% of the clients served with State funds will meet the eligibility criteria specified above and will be referred and approved by the Community Mental Health Program as measured through CPMS MARS 0242 and site review.
2. Maintain at least 90% bed utilization as measured through CPMS MARS 1042.
3. Maintain license as measured through site review.

III. Special Reporting Requirements

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on a monthly rate for each bed made available for residential care services as described above, except that payments will be reduced by the amount of client resources received by the program in support of client services provided, and that cumulative payments may not exceed the amount shown in Part I-A of this Agreement for each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed through monthly allotments which will be adjusted periodically to reflect receipt of client resources applied as an offset to DIVISION payments. Final payment will reconcile any discrepancies which may occur during the fiscal year between payments and amounts due after offsets are applied.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: PRECOMMITMENT SERVICES (PCS)

Service I.D. Code: MED 29

I. Service Description

Precommitment Services include: 1) screening petition requests to determine the advisability of filing petitions alleging mental illness; 2) investigation of petition allegations, peace officer, CMHP director and two physician holds; 3) making recommendations to the courts about the need for a hearing; 4) providing testimony at commitment hearings, and 5) making recommendations for disposition and treatment. Oregon statute requires community mental health programs to provide this service.

Target Population:

Persons who are alleged by citizens, peace officers, physicians, health officers or judges to be "mentally ill" and are unwilling to seek voluntary treatment. ORS 426.005 defines "mentally ill persons" as "a person who, because of a mental disorder, is one or more of the following: (a) dangerous to self or others, (b) unable to provide for basic personal needs and is not receiving such care as is necessary for health or safety, (c) a person who: (A) is chronically mentally ill, as defined in ORS 426.495; (B) within the previous three years has been twice placed in a state hospital following involuntary commitment under this chapter; (C) is exhibiting symptoms or behavior substantially similar to those that preceded and led to one or more of the hospitalizations referred to in subparagraph (B) of this paragraph; and (D) unless treated, will continue, to a reasonable medical probability, to physically or mentally deteriorate so that the person will become a person described under either or both paragraph (a) or (b) of this subsection."

II. Performance Requirements

- 1) Investigate all petitions not withdrawn as measured through site review.
- 2) Conduct at least 80% of the contracted number of investigations during the fiscal year as measured through CPMS MARS 1042.
- 3) Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements

Quarterly Involuntary Commitment Activities Report, per instructions in the Financial Procedures Manual. Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: PSYCHIATRIC SECURITY REVIEW BOARD (PSRB)

Service ID Code: MED 30

I. Service Description

Psychiatric Security Review Board (PSRB) services include (1) assessment of persons for the court and the PSRB to determine if a person can be treated in the community and the specific supervision requirements for the person, and (2) treatment and supervision of persons conditionally released into the community. Services include evaluation, supervision, case management, psycho-therapy and medication management.

Persons under the Psychiatric Security Review Board are those judged by the courts to be "guilty, except for insanity" for a criminal offense, who are placed under the jurisdiction of the PSRB and conditionally released or considered for conditional release into the community by the PSRB or the courts.

This service must comply with OAR 309-33-010, "Standards for Evaluation and Treatment of Certain Criminal Offenders."

II. Performance Requirements

1. All persons served meet eligibility criteria as measured through CPMS MARS 0242.
2. Maintain 100% slot utilization of the contracted number of clients to be served each month as measured through CPMS MARS 1042.
3. Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements

Monthly report to Psychiatric Security Review Board per instructions in the Financial Procedures Manual. Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on payment for the service capacity specified in the Contract/Agreement for services delivered to eligible clients and for emergency living expenses for the clients with prior Division approval. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

Funds in Part I-A for payment of service capacity and emergency living expenses are disbursed through monthly allotments which may be adjusted by DIVISION when the amount is amended in the Contract/Agreement.

Final payment for the element is limited to the amount specified in Part I-A for service capacity or 1/12 of the amount for service capacity for each month in which the service capacity was operational as documented by the delivery of services plus any amounts added in an amendment for client emergency living expenses. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: SUPPORTED HOUSING SERVICES (SHS)

Service ID Code: MED 33

I. Service Description

Supported Housing Services (SHS) include: 1) an assessment of client's functional abilities, skill deficits, strengths and weaknesses related to community living; 2) support through regularly scheduled staff contacts; 3) assistance with activities such as finding affordable housing, money management, grocery shopping, transportation, etc.; 4) skill training, in such areas as cooking, budgeting, self-care, housekeeping, leisure planning, etc., 5) advocacy on behalf of the client with landlords, neighbors, etc.

Supportive Housing Services are carried out in the environment where the activity would normally occur.

Persons eligible for this service are those chronically mentally ill adults, defined as those individuals with both severe mental disability and impaired role functioning who meet the eligibility criteria of OAR 309-32-010 through 309-32-026.

This service is regulated by OAR 309-16-000 through 309-16-115, "Medicaid Payment for Community Mental Health Services."

II. Performance Requirements

1. At least 95% of the clients served with DIVISION funds shall meet the eligibility criteria specified above as measured through CPMS MARS 0242 and site review.
2. Maintain 100% slot utilization as measured through CPMS MARS 1042.
3. Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on a fee for service rate for services provided to Medicaid eligible clients; and, based on payment for the service capacity specified in the Contract/Agreement for services delivered to non-Medicaid eligible clients. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational. Fee for service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the fee schedule contained in the Financial Procedures Manual.

Funds are disbursed through two separate systems. Payment for services to Medicaid eligible clients are disbursed by the Adult and Family Services Division. Instructions for billing these services are contained in the Financial Procedures Manual. Funds in Part I-A for payment of service capacity are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: SUPPORTED EMPLOYMENT SERVICES (SES)

Service I.D. Code: MED 38

I. Service Description

Supported Employment Services provide ongoing support to chronically mentally ill adults to enable them to obtain and maintain employment. Persons served in this service may be employed in either on the following:

1. Supported employment, which is paid employment occurring individually, or in groups of no more than eight workers with disabilities, in a variety of integrated settings. Eligible clients are chronically mentally ill adults who have not been served or who have been served unsuccessfully by the Vocational Rehabilitation Division primarily because of the lack of ongoing services needed to sustain employment after time-limited rehabilitation services are completed.
2. Transitional employment, which is competitive work in an integrated setting for individuals with chronic mental illness who may need support services but not necessarily job skills training services. Support may be provided either at or away from the work site. The job placement might not necessarily be a permanent employment outcome for the individual.

Chronically mentally ill persons eligible for this service are those who: (1) are enrolled in and served by a Community Support Unit which meets the standards of the Division; (2) are in need of supported employment services to maintain employment; and (3) have been found to be eligible through evaluation conducted on behalf of the Vocational Rehabilitation Division.

Supported employment services include but are not limited to: supervision and job training with client, on the job visits, consultation with employer, job coaching with the client, counseling, skills training, and transportation.

This service is regulated by OAR 309-32-220 through 309-32-250, "Standards for Supported Employment Services".

II. Performance Requirements

1. 100% of persons served with state funds must meet with the Vocational Rehabilitation Division and Mental Health Division's eligibility criteria as measured by Supported Work Project Client Intake Forms submitted to and reviewed by the Mental Health Division and CPMS MARS 1042.

- II. 2. Maintain 100% client enrollment in the contracted number of slots each month as measured by CPMS MARS 1042.
3. 100% of clients enrolled will be served on average at least two hours per week as measured through site review and Supported Work Project Client Progress Summary Reports submitted monthly to the M-ED Program Office.
4. Maintain compliance with Administrative Rule and a Certificate of Approval as measured through site review.

III. Special Reporting Requirements

1. Supported Work Project Client Intake Forms submitted to the M-ED Program Office for each client enrolled.
2. Supported Work Project Client Progress Summary Reports submitted to the M-ED Program Office on a monthly basis for each client enrolled.
3. Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY SUPPORT SERVICES FOR THE
HOMELESS MENTALLY ILL (CSS-H)

Service ID Code: MED 39

I. Service Description

This service provides outreach, crisis intervention, diagnostic services, community mental health services, and referral services for those individuals who have a chronic mental illness and are homeless or at substantial risk of homelessness. It also provides training for individuals who work with the homeless individuals with a chronic mental illness.

This service is regulated by OAR 309-32-175 through 309-32-210, "Standards for Community Mental Health Services for the Homeless Mentally Ill".

II. Performance Requirements

1. 100% of persons served must meet eligibility criteria.
2. Maintain compliance with Administrative Rule and a Certificate of Approval as measured through site review.
3. Achieve 90% of objectives outlined in the County's Plan Addendum responding to the CSS-H RFP as approved by the Division.

III. Special Reporting Requirements

1. Annual report describing the programs, activities and services provided including information related to coordination of programs, services or activities with other public or private entities.
2. Annual report of numbers and characteristics of individuals served by program, activity, and service provided, including the training of persons who work closely with the homeless, mentally ill population.
3. Annual report on the unmet needs of the homeless mentally ill population for the geographic area.
4. If there are revisions or amendments to the plan approved by the Division, a report shall be submitted, describing the public notice given and consumer involvement in the planning process.

5. Program evaluation report as detailed in the plan approved by the Division.
6. Annual reports must be submitted to the Program Office for Mental and Emotional Disturbances of the Mental Health Division upon notification.
7. Summary of Program Area Revenues, Expenditures and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: ACTIVITY CENTERS

Service ID Code: DD 40

I. Service Description

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

This service is regulated by: OAR 309-47-000 through 060.

II. Performance Requirements

100% of clients will be eligible for DD services. Program will operate at an average of 95% of capacity over each fiscal year.

When providing services to residents of an ICF/MR Facility, Center will comply with all terms of an agreement between the Center and the Facility which has been approved by the DIVISION.

III. Special Reporting Requirements

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide casemanagers with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Center must provide information to ICF/MR Facilities under terms of agreements with such Facilities.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed the amount shown in Part I-A of this Agreement in each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed through monthly allotments.

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

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: SHELTERED SERVICES PROGRAM

Service I.D. Code: DD 42

I. Service Description

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

This service is regulated by: OAR 582-10-010 through 025.

II. Performance Requirements

100% of clients will be eligible for DD services. Program will comply with administrative rules and current VRD Guideline for "Sheltered Services Program".

III. Special Reporting Requirements

"Vocational Outcome Measurement" per instructions in Financial Procedures Manual.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on a rate per day of service received as specified above, except that cumulative payments may not exceed the dollar amount shown in Part I-A of this Agreement for each fiscal year. The payment rate and billing instructions are contained in the Financial Procedures Manual.

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

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

MENTAL HEALTH DIVISION
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Service Requirements and Payment Procedures

Service Name: SUPPORTED EMPLOYMENT

Service I.D. Code: DD 43

I. Service Description

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

Service emphasizes an integrated employment setting for adults who are developmentally disabled. Models of service include, but are not limited to, the following:

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

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

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

II. Performance Requirements

100% clients must be eligible for DD services. The work/employment services are provided at a work site other than a traditional work activity center facility or sheltered workshop. Services are provided during job find, throughout employment, and between jobs as needed. Minimum of 20 hours paid work per week.

There will be no more than 8 persons with disabilities working at a job site. Workers must have reasonable opportunities to interact with non-handicapped peers (not paid service providers).

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

High School Transition persons must be from a special education program (eligible for DD services), 21 years of age, have participated in an employment transition program through the school program, have a paid job developed, and be trained by the school at the time of graduation.

III. Special Reporting Requirements

"Vocational Outcome Measurement" per instructions in the Financial Procedures Manual. Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on a monthly rate for each eligible client enrolled in the service, except that cumulative payments may not exceed the dollar amount specified in Part I-A of this Agreement. Payment rates and billing instructions are contained in the Financial Procedures Manual.

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

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

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DIVERSION SERVICES

Service I.D. Code: DD 44

I. Service Description

Diversion Services will provide support to individuals who are in jeopardy of moving into one of the state training centers. Support to maintain the client in the community may include homemaker services, in-home staff support, nonmedical transportation, physical adaptations to the home, respite care, special diet services, adaptive equipment, short-term residential and/or vocational services, professional consultation, assessment and evaluation, and other services as approved in the individual's diversion plan. This service is regulated by OAR 309-41-300 through 309-41-335.

II. Performance Requirements

100% of clients will be eligible for DD services. 100% of persons receiving services are currently living in the community, and are at risk of admission or readmission to a state training center.

III. Special Reporting Requirements

Title XIX Waiver Information Form: When an individual receives DD Diversion/Crisis Services, and the individual is already receiving another waived service, the Title XIX Waiver Information Form for that client must be updated to include DD Diversion. If the individual is not already receiving another waived service, the State DD Program Office will determine whether to enroll that person in the waiver program after receipt of completed CPMS forms for DD Diversion/Crisis services. The State Program Office will notify County/Direct Contractor when a Title XIX Waiver Information Form must be completed for a newly enrolled client.

CPMS: Completion of the special CPMS form for DD Diversion/Crisis services, following instructions in the CPMS Manual and Financial Procedures Manual.

Mid-year Obligation Level Report: A report of DD 44 funds obligated during the first 6 months of each fiscal year is required. This report will be used in conjunction with CPMS data on completed services, to adjust payments as described under IV. Payment Procedures.

IV. Payment Procedures

Payment is based on reimbursement for actual expenditures resulting from delivery of the services as specified above, except that the total reimbursement will not exceed the dollar amount shown in Part I-A of this Agreement for each fiscal year.

Allocations of less than \$20,000 per year will be disbursed in two payments: 7/12 in a lump sum at the beginning of each fiscal year, and the remaining 5/12 in the February allotment. Allocations of \$20,000 or more per year will be disbursed through monthly allotments. The February payment for contractors with less than \$20,000, and the monthly allotment for contractors with \$20,000 or more, may be adjusted to recover underexpenditures identified through CPMS and the mid-year obligation level report. Allotments may also be adjusted periodically by DIVISION to reflect cash requirements for continued program operation or when the Agreement is amended to change the annual allocation.

The DIVISION is not obligated to pay for Diversion services in any fiscal year if those services are properly reported through CPMS within 62 days after the close of the year (i.e. by August 31).

Final payment is based on actual expenditures as reported in CPMS DD Diversion enrollment/accounting forms submitted in the manner specified in the Financial Procedures Manual.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: SEMI-INDEPENDENT LIVING PROGRAMS

Service I.D. Code: DD 47

I. Service Description

Semi-Independent Living Programs provide residential support and skill training to severely handicapped, mentally retarded, and other developmentally disabled adults who, with assistance from this program, can continue to live in their own home or apartment. The programs provides assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, and recreation. It also provides regular monitoring of varying intensity from monthly to daily based on individual need.

This service is regulated by: OAR 309-41-015 "Standards for Semi-Independent Living Programs."

II. Performance Requirements

100% of clients will be eligible for DD services. Program will operate at an average of 95% of lowest number to be served within the limit of funding.

III. Special Reporting Requirements - Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: CASE MANAGEMENT

Service I.D. Code: DD 48

I. Service Description

Case Management Program serves as a fixed point of entry for individuals with developmental disabilities who are in need of services provided by DIVISION. The program documents client eligibility for services and funding, especially Title XIX; assesses client needs; assists the client and/or the family to obtain services; coordinates the development of the individual plan for work training, medical care, recreation, and living situation; monitors the provision of client services; responds to crises; recommends certification of DD adult foster homes; authorizes payments for foster home services; provides consultative services to providers and families; and is responsible for the appropriateness and quality of services to individual clients.

This service is regulated by: OAR 309-41-030 through 045, including any additions or amendments that may be adopted during the contract period.

II. Performance Requirements

100% of clients will be eligible for DD services. County shall maintain a current address for each client. 100% of individuals in DD funded vocational or residential services will have an Individual Habilitation Plan.

Unless otherwise approved in writing by Division, Case Manager FTE must be maintained as specified in Part I-A under the column designated "units". Case Management Supervisors must be employed at the ratio of 1:7 Case Managers and Clerical Support must be employed at a ratio of 1:4 Case Managers unless supervision and clerical support are provided under an alternative plan approved by the DIVISION. If the required staffing level is not met for three consecutive months, the County will repay the DIVISION an amount equal to the prorated share of the staffing costs based on the DIVISION'S model budget for each month of noncompliance beginning with the first month and continuing until the required staffing pattern is reestablished.

III. Special Reporting Requirements

CPMS; Case Management Staffing Report; "Title XIX Waiver Forms"; "MHD-MR/DD-041" (Residential); "MHD-MR/DD-044" (Activity Centers); "MHD/DD 0376" (Adult Foster Care License Evaluation Form); and Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

Instructions for these reports are contained in the Financial Procedures Manual.

If asked to assist DIVISION with rate computations, COUNTY agrees to submit detailed information on expenditures as specified by DIVISION.

IV. Payment Procedures

Payment for Case Management Services for persons with developmental disabilities is based on a single monthly rate per client served by a Case Manager. The monthly rate includes direct service and administrative costs associated with Case Management service delivery.

At least one service per month per client billed must be documented in the client record and CPMS to justify the full payment rate. Documentation in individual client case files must include the date of service; nature, extent or units of service; and case manager signature.

The total monthly payment will not exceed 1/12 of the annual amount, regardless of the number of persons served. Records will be reviewed to support payment and adjustments made.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service delivered is less than needed to claim the full allotment or when other adjustments allowed under this Agreement are made.

Final payment is limited to the amount specified in Part I-A of the Contract/Agreement. If monthly allotments during the fiscal year have been less than the amount due, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: FAMILY SUPPORT - PILOT PROGRAMS

Service I.D. Code: DD 49

I. Service Description

Family Support services are pilot programs to develop, field test, modify, and evaluate a variety of mechanisms for the delivery of comprehensive supports to families which have exceptional care giving requirements associated with having a member with developmental disabilities who lives at home. Services include:

- o Prioritization and enrollment of developmentally disabled clients and their family members who require the services;
- o Preparation of a Family Support Plan for each client and family to be served;
- o Assistance to families with problems of adjustment to the developmentally disabled person's needs;
- o Assistance to families locating, and arranging for needed services;
- o Assistance to agencies and groups to develop specialized resources for families or to improve their access and services to families;
- o Development and coordination of networks of family members such as for support groups;
- o Consultation and training to increase family care-giving capacity and independence.
- o Financial assistance directly to families to offset part or all of the costs of services in a Family Support Plan. Services eligible for financial assistance include: adaptive equipment and clothing, transportation, medical/dental services and supplies, medication, home health and attendant care, special diets, home barrier removal, respite care, in-home training, recreation services, counseling, and other expenses related to the effects of the disability on the person and family. Services may be directed, as appropriate, to either the eligible person or eligible family members.

II. Performance Requirements

100% of clients must be persons with developmental disabilities or their family members. The developmentally disabled person must reside with the family or be returning to such residence as part of their service plan.

Family Support Plans must be written to comply with Public Law 100-146 requirements for Individual Habilitation Plans for each client/family served in the program.

III. Special Reporting Requirements

CPMS: Completion of the special CPMS form for DD Family Support services, following instructions issued by the DIVISION.

Financial Report: Semiannual report of actual revenue and expenditures in a format and with a level of detail prescribed by the DIVISION. Reports for July - December are due no later than March 30, and for January - June no later than September 30.

Annual Pilot Project Progress Report

IV. Payment Procedures

Payment is based on reimbursement of actual allowable expenditures resulting from delivery of the services as specified above, except that the total reimbursement will not exceed the dollar amount shown in Part I-A of this Agreement for each fiscal year.

Funds will be disbursed through monthly allotments which may be adjusted by the Division based on underexpenditures identified in the first semiannual financial report for each fiscal year. The DIVISION will consider County/Direct Contractor's projected cash requirements for the second half of the fiscal year prior to making any adjustments based on underexpenditures. DIVISION may also adjust allotments to advance funds to meet cash requirements of the pilot programs.

Final payment is based on actual allowable expenditures as reported in semiannual financial reports.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: RESIDENTIAL FACILITIES

Service I.D. Code: DD 50

I. Service Description

Residential Facilities provide care, training, and support in neighborhood homes for persons with developmental disabilities who require 24-hour care, supervision, and training. Homes provide board and room as well as a program of services which comply with standards required for licensure.

This service is regulated by OAR 410-05-000 through 130, "Residential Training Homes"; OAR 410-05-005 "Residential Training Centers"; or OAR 410-05-075 "Residential Care Homes" under which the facility is licensed.

II. Performance Requirements

100% will be eligible for DD services. Facilities will operate an average of 95% capacity over each year unless a waiver is granted by DIVISION.

III. Special Reporting Requirements

"Residential Outcome Measures" per instructions in the Financial Procedures Manual.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on a monthly rate for each bed made available for residential services as described above, except that payments will be reduced by the amount of client resources received by the program in support of client services provided, and that cumulative payments may not exceed the amount shown in Part I-A of this Agreement for each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed through monthly allotments which will be adjusted periodically to reflect receipt of client resources applied as an offset to DIVISION payments.

Final payment will reconcile any discrepancies which may occur during the fiscal year between payments and amounts due after offsets are applied.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: TRANSPORTATION

Service I.D. Code: DD 53

I. Service Description

The Transportation service element provides funding for transportation services for persons with developmental disabilities. DIVISION funds may be used when public transportation is not available or not feasible due to the severity of the disability and transportation is required for effective participation in employment, and/or other needed services such as medical/dental and community access.

II. Performance Requirements

100% of clients receiving assistance will be enrolled in an Activity Center Program (DD 40), Sheltered Services Program (DD 42), Supported Employment (DD 43), or a DD Residential Facility (DD 50), unless otherwise authorized in writing by the DIVISION.

III. Special Reporting Requirements

CPMS reporting is required for this service element for all clients enrolled in the Division's Title XIX Waiver program. Summary of Program Area Revenues, Expenditures, and Carry Over Funds is required at the end of each fiscal year. CPMS and financial reports must be completed following instructions in the Division's CPMS Manual and Financial Procedures Manual.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: HEPATITIS B PROGRAM

Service I.D. Code: DD 54

I. Service Description

The Hepatitis B Program provides screening for residents in community residential programs to determine their Hepatitis B status and to provide screening and immunizations for approved DD community program staff having direct contact with an identified Hepatitis B carrier, or otherwise considered at risk of contracting the illness because of their placement on the Hepatitis B matrix.

II. Performance Requirements

To Provide:

1. Screening for clients on Hepatitis B carrier status.
2. Screening for selected staff of MHD-funded programs for immune status to Hepatitis B.
3. Immunization for non-reactive screened staff.

III. Special Reporting Requirements

Notification to MHD about those residents in Hepatitis B carrier status. CPMS reporting is not required for this service element.

IV. Payment Procedures

Payment is based on fee for service rates for services delivered as specified above. Billing instructions are contained in the Financial Procedures Manual.

Funds are disbursed through monthly allotments following receipt of an invoice submitted according to the billing instructions.

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

The DIVISION is not obligated to pay for Hepatitis B screenings and immunizations in any fiscal year if those services are not properly billed to the DIVISION within 62 days after the close of the year (i.e., August 31).

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: EARLY INTERVENTION

Service I.D. Code: DD 55

I. Service Description

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

II. Performance Requirements

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district. Program will operate at 95% of capacity specified in Part I-A.

III. Special Reporting Requirements

"Oregon Preschool Assessment System" (OPAS) as required in rules cited above and "Chapter I Expenditure Report". Instructions are contained in the Financial Procedures Manual. Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DD SPECIAL PROJECTS

Service ID Code: DD 57

I. Service Description

DD Special Projects are activities within the scope of activities set forth in ORS 430.630. The projects are not ongoing service elements defined in administrative rules, and they are not routinely contracted throughout the state. The projects may be operated on a demonstration or an emergency basis for a specified time-limited period until a determination is made by the Division that the service is no longer needed, or a decision is made whether or not to continue the activity as an ongoing service element defined in rule and available for implementation generally throughout the state or a region.

II. Performance Requirements

Minimum performance requirements are specified in Part I Notes and Special Conditions of the Contract/Agreement. The requirements may include the following:

- o The frequency, methodology, and the content of project reports to be filed;
- o The client or other service recipient activities to be provided;
- o The minimum number of clients or other recipients to be served;
- o Any tangible products to be produced.
- o Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the contract.
- o Any line item expenditure requirements or limitations.

Performance projections beyond the required performance may be articulated by the Division and monitored in order to assist in determining the project's suitability for continuation in further contract periods and/or its implementation more broadly throughout the state. These projections may be attached to the contract for information purposes.

III. Payment Procedures

Unless otherwise specified in Part I, Notes and Special Conditions, payments will be based on cost reimbursement on the service capacity in the Contract/Agreement. Payment is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

Funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: ALCOHOL RESIDENTIAL CARE

Service ID Code: A&D 61

I. Service Description

Alcohol residential programs must comply with OAR 410-10-000 through 410-10-170.

Alcohol residential care centers are required to give priority for admission to appropriate clients referred from community residential treatment facilities, the Cornerstone Treatment Program at Oregon State Hospital, and DHR agencies.

Provides a structured environment for residents on a 24-hour basis. Individuals admitted are primarily dependent on alcohol and in need of 24-hour supervision, treatment, and care. They are temporarily unable to live independently in the community, and cannot maintain even a short period of abstinence. Services include a minimum 14 hours of structured counseling (not less than five hours per week), education, recreation, and self-help group participation. Aftercare planning is provided for persons who leave the residential setting in support of the gains made in treatment. Residential alcohol treatment services address the needs of all population groups in the community with special emphasis on minorities.

II. Performance Requirements

Total utilization must be 90% or greater on a monthly basis.

In programs with state-funded minority beds (see Part I-A of Agreement/Contract), 51% of the persons must be members of the designated ethnic group, to be monitored on a quarterly basis.

5.8% of the total persons served in state-funded beds must be parolees and/or probationers.

PROGRAM PERFORMANCE must be at or above the minimal level on 5 of the following performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 5% increase,
- 2) Change in Employability - 60% employable,
- 3) Educational Advancement - 6% advanced,
- 4) Arrested During Treatment - 90% NOT arrested,
- 5) Benefited From Treatment - 55% completed,
- 6) Abstinent/Drug Free 30 Days Prior to Discharge - 70% abstinent/drug-free,
- 7) Participation in Self-Help Groups - 85% participated,
- 8) Referral in Continuum - 30% referred,
- 9) Referral to Self-Help Groups - 22% referred.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSAR forms must be reviewed, corrected as needed, and returned to MHD Computer Services by the end of each month.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DRUG RESIDENTIAL CARE

Service ID Code: A&D 62

I. Service Description

Drug residential care programs must comply with OAR 410-14-000 through 410-10-170.

Drug residential care centers must assure that the clients referred from community intensive residential treatment facilities, and clients referred from Cornerstone Treatment Program at Oregon State Hospital, and DHR agencies will receive priority for admission.

Provides a structured treatment environment for residents on a 24-hour basis. Individuals admitted are alcohol and drug dependent and in need of 24-hour supervision, treatment, and care. They are temporarily unable to live independently in the community and cannot maintain even a short period of abstinence. Services include a minimum 14 hours of structured counseling (not less than five hours per week), education, recreation, and self-help group participation. Aftercare planning is provided for persons who leave the residential setting in support of the gains made in treatment. Residential drug treatment services address the needs of all population groups in the community with special emphasis on minorities.

II. Performance Requirements

Total utilization must be 90% or greater on a monthly basis.

In programs with state-funded minority beds (See Part I-A of the Agreement), 51% of the persons served in those beds must be members of the designated ethnic group, to be monitored on a quarterly basis.

5.8% of the total persons served must be parolees and/or probationers.

PROGRAM PERFORMANCE must be at or above the minimal level on 5 of the following performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 5% increased,
- 2) Change in Employability - 60% employable,
- 3) Educational Advancement - 6% advanced,
- 4) Arrested During Treatment - 90% NOT arrested,
- 5) Benefited From Treatment - 30% completed,
- 6) Abstinent/Drug Free 30 Days Prior to Discharge - 50% abstinent drug-free,
- 7) Participation in Self-Help Groups - 75% participated,
- 8) Referral in Continuum - 25% referred,
- 9) Referral to Self-Help Groups - 22% referred.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSAR forms must be reviewed, corrected as needed, and returned to MHD Computer Services by the end of each month.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/amendment. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: NONHOSPITAL ALCOHOL DETOXIFICATION

Service ID Code: A&D 63

I. Service Description

Alcohol detoxification programs must comply with OAR 309-50-000 through 309-50-095.

Nonhospital based and provides immediate evaluation and care for persons with alcohol abuse problems who are acutely intoxicated. The primary objective of detoxification centers is to stabilize the person in order to begin treatment of the alcohol abuse problem or to promote acceptance of appropriate referrals.

Programs are required to give admission priority to clients referred by agencies of the Department of Human Resources.

II. Performance Requirements

Total utilization must be 70% or greater on a monthly basis.

PROGRAM PERFORMANCE must be at or above the minimal level on 3 of the following 5 performance criteria monitored on a quarterly basis:

- 1) Reduction in Readmissions to Same Center - 50% not readmitted,
- 2) Benefited From Treatment - 65% completed,
- 3) Participation in Self-Help Groups - 65% participated,
- 4) Referral in Continuum - 35% referred,
- 5) Referral to Self-Help Groups - 5% referred.

III. Special Reporting Requirements

CPMS A-D Enrollment/Discharge form unique to Nonhospital Detoxification must be submitted at the time a client is discharged. Service volume is reported on the new form showing the report unit, service element, number of days, and the number of hours of service provided to the client.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/amendment. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by

MHD 1989-91 Part III
A&D 63 NonHospital Detoxification

CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: OUTPATIENT ALCOHOL

Service ID Code: A&D 64

I. Service Description

Programs serving primary alcohol clients must perform in accordance with OAR 309-51-000 through 309-51-070.

Outpatient centers must assure the clients referred from community intensive residential treatment facilities, state-funded residential facilities, the Cornerstone Treatment Program at Oregon State Hospital, and DHR agencies will receive priority for admission.

Youth programs must give admission priority to clients referred by Children's Services Division. Provides assessment and treatment services for persons who are not in need of 24-hour supervision for effective treatment of their alcohol abuse. Client treatment plans may include individual, group, and family counseling, and chemotherapy such as Antabuse. Programs may also refer clients for ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

Programs awarded outpatient slots designated for youth must treat clients who are 18 years or younger. Staff delivering the services must have formal training in adolescent development supplemented by training in child/adolescent development in dysfunctional families. The program must have strong relationships with the "significant others" (individuals, schools, agencies, etc.) of alcohol and drug abusing adolescents. The program must provide an appropriate level of intensity of treatment, particularly with family involvement (more highly structured and more contacts with the client in the early weeks). A peer intervention component must be present utilizing those who are doing well as peer models. A strong aftercare component must be present including school peer support groups and a plan for assisting the client to be reintegrated into his/her family and community. The ratio of clients to counselors must be appropriate, controlled, and less than similar ratios in adult programs. Mechanisms will exist outside of a strictly clinical setting to counsel and meet the needs of this target group (counselor mobility). Opportunities will exist for youth dominated self-help groups. Staff delivering services must provide evidence of experience and training in family systems counseling and must facilitate family support groups.

Programs awarded outpatient slots designated to provide unique services for women must assure that the intensity of treatment will be appropriate to the level of identified problems. Special services will be available to meet the special needs of this target population (e.g., transportation, child care services, etc). Opportunities will exist for female dominated self-help groups. Staff delivering services must provide evidence of training and experience in family systems counseling. Staff must have received formal training in women's needs and services relative to chemical dependency counseling.

II. Performance Requirements

Total utilization must be 100% on a monthly basis. 7.6% of the total persons served must be parolees and/or probationers.

In programs with state-funded minority slots (see Part I-A of the Agreement) 51% of the persons served in those slots must be members of the designated ethnic group, to be monitored on a quarterly basis.

PROGRAM PERFORMANCE must be at or above the minimal level on 5 of the following 9 performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 15% increased,
- 2) Maintain Employment - 80% maintained full,
- 3) Change in Employability - 45% employable,
- 4) Educational Advancement - 7% advanced,
- 5) Arrested During Treatment - 90% NOT arrested,
- 6) Benefited From Treatment - 50% completed,
- 7) Reduction in Use of Primary Problem - 55% reduced,
- 8) Abstinent/Drug Free 30 Days Prior to Discharge - 40%
abstinent/drug free,
- 9) Participation in Self-Help Groups - 40% participated.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSR forms must be returned promptly and properly coded (showing the service element and reporting unit by their respective codes).

Designated Youth Programs are to use the CPMS Early Intervention/Youth Treatment enrollment and termination form. Completion of Enrollment Items 41-43 and Discharge Items 71-78 is required.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/amendment. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

Funds will be disbursed through monthly allotments which may be adjusted periodically by the DIVISION to reflect cash requirements for continued program operations.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: OUTPATIENT DRUG-FREE

Service ID Code: A&D 65

I. Service Description

Programs serving primary drug clients must perform in accordance with OAR 309-53-050 through 309-53-120.

Outpatient centers must assure the clients referred from community intensive residential treatment facilities, state-funded residential facilities, the Cornerstone Treatment Program at Oregon State Hospital, and DHR agencies will receive priority for admission. Youth programs must give admission priority to clients referred by Children's Services Division.

Provides non-residential assessment and treatment service to persons who are not in need of 24-hour supervision for effective treatment of their drug abuse problems. Treatment plans for these clients may include individual, group, and family counseling. Programs may also refer clients for ancillary services, such as educational or vocational training, consumer-living skills training, recreational therapy, etc.

Programs awarded outpatient slots designated for youth must treat clients who are 18 years or younger. Staff delivering the services must have formal training in adolescent development supplemented by training in child/adolescent development in dysfunctional families. The program must have strong relationships with the "significant others" (individuals, schools, agencies, etc.) of alcohol and drug abusing adolescents. The program must provide an appropriate level of intensity of treatment, particularly with family involvement (more highly structured and more contacts with the client in the early weeks). A peer intervention component must be present utilizing those who are doing well as peer models. A strong aftercare component must be present including school peer support groups and a plan for assisting the client to be reintegrated into his/her family and community. The ratio of clients to counselors must be appropriate, controlled, and less than similar ratios in adult programs. Mechanisms will exist outside of a strictly clinical setting to counsel and meet the needs of this target group (counselor mobility). Opportunities will exist for youth dominated self-help groups. Staff delivering services must provide evidence of experience and training in family systems counseling and must facilitate family support groups.

Programs awarded outpatient slots designated to provide unique services for women must assure that the intensity of treatment will be appropriate to the level of identified problems. Special services will be available to meet the special needs of this target population (e.g., transportation, child care services, etc). Opportunities will exist for female dominated self-help groups. Staff delivering services must provide evidence of training and experience in family systems counseling. Staff must have received formal training in women's needs and services relative to chemical dependency counseling.

II. Performance Requirements

Total utilization must be 100% on a monthly basis. 7.6% of the total persons served must be parolees and/or probationers.

In programs with state-funded minority slots (see Part I-A of the Agreement) 51% of the persons served in those slots must be members of the designated ethnic group, to be monitored on a quarterly basis.

PROGRAM PERFORMANCE must be at or above the minimal level on 5 of the following 9 performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 15% increased,
- 2) Maintain Employment - 80% maintained full,
- 3) Change in Employability - 45% employable,
- 4) Educational Advancement - 7% advanced,
- 5) Arrested During Treatment - 85% NOT arrested,
- 6) Benefited From Treatment - 30% completed,
- 7) Reduction in Use of Primary Problem - 40% reduced,
- 8) Abstinent/Drug Free 30 Days Prior to Discharge - 37%
abstinent/drug-free,
- 9) Participation in Self-Help Groups - 20% participated.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSR forms must be returned promptly and properly coded (showing the service element and reporting unit by their respective codes).

Designated Youth Programs are to use the CPMS Early Intervention/Youth Treatment enrollment and termination form. Completion of Enrollment Items 41-43 and Discharge Items 71-78 is required.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/amendment. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

Funds will be disbursed through monthly allotments which may be adjusted periodically by the DIVISION to reflect cash requirements for continued program operations.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DUII DIVERSION LEVEL I

Service ID Code: A&D 67

I. Service Description

Programs must comply with OAR 309-54-005 through 309-54-040 and any OAR specific to the service element in which service is delivered.

Provides short-term (12-hour minimum) didactic alcohol and drug education, with emphasis on driving under the influence of intoxicants. Programs must meet minimum curriculum, instructor, and hourly standards established by the Office of Alcohol and Drug Abuse Programs. Level I programs serve clients who have been charged with driving under the influence of intoxicants (DUII) for the first time and who are determined to be careless social drinkers.

II. Performance Requirements

DUII clients may not be enrolled as Outpatient clients; they are to be enrolled in the appropriate DUII service element.

III. Special Reporting Requirements

CPMS Enrollment and Discharge form unique to DUII Level I submitted at termination. Forms properly coded (showing the service element and reporting unit for all clients including non-indigents). Service volume must be reported providing the number of hours of service for indigent and partially indigent clients.

IV. Payment Procedures

Payment is based on a fee for service delivered as described above, except that cumulative payments may not exceed the amount shown in Part I-B of this Agreement for each fiscal year. Billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed by the Division through a monthly allotment based on service volume information reported in the Client Process Monitoring System (CPMS).

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

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DUII DIVERSION LEVEL II

Service ID Code: A&D 68

I. Service Description

Programs must comply with OAR 309-54-005 through 309-54-040 and any OAR specific to the service element in which treatment is delivered.

Provides a minimum of 24 hours of outpatient therapy and educational services that meet the minimum curriculum, instructor, and hourly standards established by the Office of Alcohol and Drug Abuse Programs. Level II programs serve clients who have been charged with driving under the influence of intoxicants (DUII) for the first time and who are determined to be problem drinkers. Treatment plans may include individual, group, or family counseling, and chemotherapy such as Antibuse. Clients also receive ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

II. Performance Requirements

PROGRAM PERFORMANCE must be at or above the minimal level on 5 of the following 9 performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 5% increased,
- 2) Maintain Employment - 80% maintained full,
- 3) Educational Advancement - 5% advanced,
- 4) Arrested During Treatment - 90% NOT arrested,
- 5) Benefited From Treatment - 80% completed,
- 6) Reduction in Use of Primary Problem - 70% reduced,
- 7) Arrested for DUII During Treatment - 90% NOT arrested,
- 8) Abstinent/Drug Free 30 Days Prior to Discharge - 40%
abstinent/drug-free,
- 9) Participation in Self-Help Groups - 40% participated,

DUII clients may not be enrolled as Outpatient clients; they are to be enrolled in the appropriate DUII service element.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSR forms must be returned promptly and properly coded (showing the service element and reporting unit by their respective codes) for all clients (including non-indigents). Service volume must be reported monthly showing the number of hours of service provided for indigent and partially indigent clients.

IV. Payment Procedures

Payment is based on a fee for service delivered as described above, except that cumulative payments may not exceed the amount shown in Part I-B of this Agreement for each fiscal year. Billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed by the DIVISION through a monthly allotment based on service volume information reported in the Client Process Monitoring System (CPMS).

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

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: METHADONE MAINTENANCE

Service ID Code: A&D 69

I. Service Description

Methadone maintenance services must comply with OAR 410-20-000 through 410-20-085.

Methadone maintenance programs must assure the clients referred from community intensive residential treatment facilities, the Cornerstone Treatment Program at Oregon State Hospital, and DHR agencies will receive priority for admission.

Provides nonresidential assessment and treatment to persons who are not in need of 24-hour supervision for effective treatment of their opiate dependency. Methadone maintenance combined with rehabilitative counseling (i.e., individual, group, and family counseling) enables the patient to leave the drug-seeking street life in favor of a normal life style. Clients are also referred for ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

All clients formally admitted to treatment shall view a videotape and receive information concerning alcohol and drug use and AIDS. Videotape and materials will be provided upon request of the provider by the Office of Alcohol and Drug Abuse Programs.

II. Performance Requirements

Total utilization must be 100% on a monthly basis.

PROGRAM PERFORMANCE must be at or above the minimal level on 4 of the following 7 performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 8% increased,
- 2) Maintain Employment - 80% maintained full,
- 3) Change in Employability - 40% employable,
- 4) Educational Advancement - 5% advanced,
- 5) Arrested During Treatment - 65% NOT arrested,
- 6) Benefited From Treatment - 30% completed,
- 7) Abstinent/Drug Free 30 Days Prior to Discharge - 35% abstinent/drug-free.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSR forms must be returned promptly and properly coded (showing the service element and reporting unit by their respective codes).

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/amendment. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

Funds will be disbursed through monthly allotments which may be adjusted periodically by the DIVISION to reflect cash requirements for continued program operations.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: PREVENTION AND EARLY INTERVENTION PROGRAMS

Service ID Code: A&D 70

I. Service Description

Programs must comply with OAR 309-56-000 through 309-56-025.

Implements prevention and early intervention projects which add to the continuum of strategies that maximize community commitment and involvement in the reduction of alcohol and other drug use and abuse.

Projects funded range from prevention to intervention. Examples of specific strategies include support for parent groups focusing on alcohol and drug use/abuse issues, training of school districts in school policy to incorporate procedures for managing alcohol and drug use problems, effective alcohol and drug abuse curricula, student assistance programs, programs directed at children of substance abusers, fetal alcohol syndrome and marijuana effects campaigns directed at pregnant women, teen alcohol and drug abuse institutes, "Just Say No" to drugs strategies, etc.

II. Performance Requirements

Program performance criteria will be negotiated at the time application is made for funding. Programs will be monitored on the basis of the agreed upon criteria and continued funding will in part depend upon achievement of those criteria at acceptable levels.

III. Special Reporting Requirements

CPMS Intervention/Prevention enrollment and termination forms submitted weekly by programs whose prevention project is designed to intervene at the earliest stages of alcohol and/or drug abuse (e.g., Student Assistance and Children of Alcoholics Programs). Completion of enrollment Items 41-43 and Discharge Items 71-78 is required. TSR forms must be returned promptly and properly coded (showing the service element and reporting unit by their respective codes) by the 20th of each month.

All programs must submit standardized progress reports at the 6th month (due February 1, annually) and an annual evaluation report (due August 1, annually).

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of this Agreement or the monthly amount for each month in which the service capacity was operational.

The funds are disbursed through monthly allotments which may be adjusted by DIVISION when the amount for service capacity is amended in the Contract/Agreement.

Final payment for service capacity is limited to the amount specified in Part I-A of the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, DIVISION will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

Some A&D 70 awards are made in Part IB as "A&D 70 Special Payment Limitations". This procedure is employed at the discretion of DIVISION when the contract award is not for the support of ongoing service capacity such as in the following cases:

- o Any one-time-only award;
- o Awards for brief, time-limited activities such as attendance at conferences, provision or receipt of consultation.
- o Awards for purchase of supplies such as training materials.
- o Awards for purchases or activities that must be further approved prior to payment.
- o Any other award for an activity that will not be reported in CPMS and is not intended for payment through routine monthly allotments.

Payment of A&D 70 Special Payment Limitation will not exceed the amount specified in Part IB. The method and schedule of payment, and final payment reconciliation will be specified in Special Conditions.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY INTENSIVE RESIDENTIAL TREATMENT (CIRT)

Service ID Code: A&D 71

I. Service Description

A CIRT Program must comply with OAR 410-10-080 through 410-10-170.

CIRT Programs must assure that clients referred from DHR agencies and court-committed clients will receive priority for admission.

Provides a highly structured alcohol and drug abuse treatment environment for residents on a 24-hour, seven-day-a-week basis. This includes a minimum of 27 hours of highly structured therapy per seven-day week, seven hours per seven-day week of structured recreational activities, and 6 hours per seven-day week of alcohol and drug specific education. Clients must be referred from a community treatment program after initial evaluation has determined them to be appropriate and need CIRT-level care. Medical and mental health back-up coverage must be available during the treatment episode. CIRT clients are referred back to community programs for continuation of treatment.

II. Performance Requirements

Total utilization must be 90% or greater on a monthly basis.

PROGRAM PERFORMANCE must be at or above the minimal level on 4 of the following 7 performance criteria monitored on a quarterly basis:

- 1) Change in employability - 60% employable
- 2) Arrested During Treatment - 90% NOT arrested,
- 3) Benefited From Treatment - 60% completed,
- 4) Abstinent/Drug Free 30 Days Prior to Discharge - 70%
abstinent/drug-free,
- 5) Participation in Self-Help Groups - 90% participated,
- 6) Referral in Continuum - 60% referred,
- 7) Referral to Self-Help Groups - 12% referred.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. TSAR forms must be reviewed, corrected as needed, and returned to MHD Computer Services by the end of each month.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

Funds will be disbursed through monthly allotments which may be adjusted periodically by the DIVISION to reflect cash requirements for continued program operation.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: NONHOSPITAL DRUG DETOXIFICATION

Service ID Code: A&D 73

I. Service Description

Drug detoxification programs must temporarily comply with OAR 309-50-000 through 309-50-095.

Nonhospital-based and provides immediate evaluation and care of persons who are drug addicted and in need of supervision through the drug withdrawal episode. The primary objective of the facility is to stabilize the person in order to refer and begin treatment of the substance abuse problem.

Programs are required to give admission priority to clients referred by agencies of the Department of Human Resources.

II. Performance Requirements

Total utilization must be 70% or greater on a monthly basis.

Program performance must be at or above the minimal level on 2 of the following 5 performance criteria monitored on a quarterly basis:

1. Reduction in Readmissions to Same Center - 50% not readmitted
2. Benefited from Treatment--65% completed
3. Participation in Self-Help Groups - 65% Participated
4. Referral to Continuum - 35% referred
5. Referral to Self-Help Groups - 5% referred

III. Special Reporting Requirements

CPMS Enrollment/Discharge form unique to Nonhospital Detoxification must be submitted at the time a client is discharged. Service volume is reported on the new form showing report unit, service element, the number of days and the hours of service provided to the client.

Summary of Program Area Revenues, Expenditures, and Carry Over Funds.

IV. Payment Procedures

Payment is based on the service capacity in the contract/agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year shown in Part I-A of the contract/agreement.

MHD 1989-91 Part III
A&D 73 NonHospital Drug Detox

Funds will be disbursed through monthly allotments which may be adjusted periodically by the DIVISION to reflect cash requirements for continued program operation.

If monthly allotments and any other adjustments during the fiscal year have been less than the amount specified in Part I-A, DIVISION will pay the difference within 60 days following the completion of the fiscal period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by DIVISION.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DUII CONVICTED LEVEL I

Service ID Code: A&D 77

I. Service Description

Programs must comply with OAR 309-54-005 through 309-54-040 and any OAR specific to the service element in which service is delivered.

Provides short-term (12 to 20 hours) alcohol and drug education programs with an emphasis on driving under the influence of intoxicants. Programs must meet the minimum curriculum, instructor, and hourly standards established by the Office of Alcohol and Drug Abuse Programs. DUII Convicted Level I programs serve clients who have a first conviction for driving under the influence of intoxicants.

II. Performance Requirements

DUII clients may not be enrolled as Outpatient clients; they are to be enrolled in the appropriate DUII service element.

III. Special Reporting Requirements

CPMS Enrollment and Discharge form unique to DUII Level I submitted at termination. Forms properly coded (showing the service element and reporting unit for all clients including non-indigents). Service volume reported showing number of hours of service provided for indigent and partially indigent clients.

IV. Payment Procedures

Payment is based on a fee for service delivered as described above, except that cumulative payments may not exceed the amount shown in Part I-B of this Agreement for each fiscal year. Billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed by the DIVISION through the monthly allotment based on service volume information reported in the Client Process Monitoring System (CPMS).

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

MENTAL HEALTH DIVISION
1989-91 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DUII CONVICTED LEVEL II

Service ID Code: A&D 78

I. Service Description

Programs must comply with OAR 309-54-005 through 309-54-040 and any OAR specific to the service element in which treatment is delivered.

Provides a minimum of 24 hours of outpatient therapy and educational services that meet the minimum curriculum, instructor, and hourly standards established by the Office of Alcohol and Drug Abuse Programs. Treatment plans may include individual, group, or family counseling, and chemotherapy such as Antibus Clients also receive ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

II. Performance Requirements

PROGRAM PERFORMANCE must be at or above the minimal level on 5 of the following 9 performance criteria monitored on a quarterly basis:

- 1) Employment Improvement - 5% increased,
- 2) Maintain Employment - 80% maintained full,
- 3) Educational Advancement - 5% advanced,
- 4) Arrested During Treatment - 80% NOT arrested,
- 5) Benefited From Treatment - 45% completed,
- 6) Reduction in Use of Primary Problem - 60% reduced,
- 7) Arrested for DUII During Treatment - 85% NOT arrested,
- 8) Abstinent/Drug Free 30 Days Prior to Discharge - 40%
abstinent/drug-free,
- 9) Participation in Self-Help Groups - 40% participated.

DUII clients may not be enrolled as Outpatient clients; they are to be enrolled in the appropriate DUII service element.

III. Special Reporting Requirements

CPMS Enrollment and Termination forms submitted weekly. Forms must be properly coded (showing the service element and reporting unit by their respective codes) for all clients (including non-indigents). Service volume reported monthly showing the number of hours of service provided for indigent and partially indigent clients.

IV. Payment Procedures

Payment is based on a fee for service delivered as described above, except that cumulative payments may not exceed the amount shown in Part I-B of this Agreement for each fiscal year. Billing instructions are contained in the Financial Procedures Manual.

Funds will be disbursed by the DIVISION through a monthly allotment based on service volume information reported in the Client Process Monitoring System (CPMS).

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



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of intergovern-)
mental agreements representing annual renewal of)
all mental health contracts for FY 89-90, for)
period July 1, 1989 to June 30, 1990, from the)
following: Oregon Health Sciences University-)
CDRC; City of Portland Parks and Recreation;)
Mt. Hood Community College; Children's Psychia-)
tric Day Treatment; Portland Employment Project -)
PCC; Portland Public Schools Dist. #1; Reynolds)
School District #7; Tri-Met; Oregon Health)
Sciences University; Alcohol Treatment and)
Training Center R-20)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Social Services

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date

Agenda No.

6/15/89
R-20

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Subcontract
Agreements

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The attached subcontracts are presented to the Board for ratification. These agreements represent our annual renewal of all mental health contracts for FY 89/90. These were anticipated at the time of budget preparation. Attached is a summary which identifies specific providers, services contracted for and amounts.

The term of these agreements are from July 1, 1989 through June 30, 1990.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Funds are identified in the FY 89/90 SSD budgets

☐ -General Fund

Other Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL Thomas J. Engle

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Armindeffer

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (PD)*
Department of Human Services

FROM: Gary Smith, Director *GWS*
Social Services Division

DATE: May 24, 1989

SUBJECT: Recommendation for Board Ratification of IGAS

RECOMMENDATION: Social Services Division recommends Board ratification of the attached intergovernmental subcontract agreement renewals with City of Portland, Mt. Hood Community College, Oregon Health Sciences University, Portland Community College, Portland Public Schools, Reynolds School District and Tri-Met for the period July 1, 1989 through June 30, 1990.

ANALYSIS: The attached sheet summarizes services contracted for and amount funded for continued provision of mental health services. These contracts are purchasing identical services as in the current year with a 4% state and/or 3% CGF COLA awarded.

All services contracted here are identical to FY 88/89 contracted services, with one exception. Due to escalated costs for employment transportation, rates and types of riderships contracted to Tri-Met for in the upcoming fiscal year are greatly reduced to avoid overexpending in this area.

Revenue for these contracts is identified in the FY 89/90 Social Services Division budget.

BACKGROUND: These agreements renew our current service agreements for the upcoming fiscal year. Processing the agreements could not be initiated until receipt of the 89/91 biennial agreement.

By the intergovernmental nature of these contracts, the services are exempted under the County's competitive bid process.

Attachment

[8810S/w/1]

Summary of IGA Subcontract Renewals
FY 89/90

Contractor	Amount	Services
<u>DD:</u>		
DHS#95 City of Portland Parks & Recreation	18,067.80	Older Adult Work Activity Services
DHS#96 Mt. Hood Community College	122,005.44	Work Activity Services
DHS#97 OHSU- Children's Psych. Day Trtmnt	11,544	Early Intervention Services
DHS#98 OHSU-CDRC	106,428.00	Supported Employment and Early Intervention Services
DHS#99 PCC-Portland Employment Proj.	125,069.40	Work Activity Center, Sheltered Work and Supported Employment Services
DHS#100 Portland Public Schools #1	568,360	Early Intervention Services
DHS#101 Reynolds School District #7	53,872	Early Intervention Services
DHS#102 Tri-Met	Requirements	Employment Transportation
<u>MED:</u>		
DHS#103 OHSU	108,869 plus 132,266 (Title XIX-paid directly by the State)	Community Support Services
<u>A&D:</u>		
DHS#104 OHSU-AT&TC	Requirements	DUII Diversion & Convicted Services

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: OREGON HEALTH SCIENCES UNIVERSITY-CDRC TELEPHONE: (503) 225-8634
ADDRESS: 3181 SAM JACKSON PARK RD L-106 I.R.S. NUMBER: 93-6001786
PORTLAND, OR 97201

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$5,944.20
DD43 SEP Supported Employment Program	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$43,075.80
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$57,408.00
CONTRACT TOTAL:			----- \$106,428.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/22/89

Fiscal Year 1989-1990

CONTRACTOR: OREGON HEALTH SCIENCES UNIVERSITY-CDRC

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	1	2.1-2.2.1
DD43 SEP Supported Employment Program	SMHD	9	4
DD55 EI Early Intervention	SMHD	18	9.1-9.2.2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT

4.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

4.1.1 SERVICE DESCRIPTION

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

Service emphasizes an integrated employment setting for adults who are developmentally disabled. Models of service include, but are not limited to, the following:

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

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

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

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.1 SERVICE DESCRIPTION (Continued)

This service is regulated by OAR 309-47-040 (planning and assessment); OAR 309-47-045 (training and services); and 309-47-030 (5,6,8,9) (admission and exit staffings).

4.1.2 PERFORMANCE REQUIREMENTS

100% clients must be eligible for DD services.

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

There will be no more than 8 persons with disabilities working at a job site.

Workers must have reasonable opportunities to interact with non-handicapped peers (not paid service providers).

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

High School Transition persons must be from a special education program (eligible for DD services), 21 years of age, have participated in an employment transition program through the school program, have a paid job developed, and be trained by the school at the time of graduation.

4.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in the Financial Procedures Manual.

4.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each eligible client enrolled in the service, except that cumulative payments may not exceed the dollar amount specified in Part I-A of this Agreement. Payment rates and billing instructions are contained in the Financial Procedures Manual.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.4 PAYMENT PROCEDURES (Continued)

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

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

4.2 MULTNOMAH COUNTY REQUIREMENTS

4.2.1 VOCATIONAL SERVICES (See DD 40 - Activity Center)

4.2.2 SUPPORTED EMPLOYMENT STANDARDS

4.2.2.1 ADMISSION AND EXIT OF CLIENTS

Prior to admission of a person to a Supported Employment program, a pre-admission staffing shall be held. Participants invited to this staffing by the case manager, shall include, but not be limited to:

The referred person

The person's guardian, if any; and the parents, advocate, guardian, and/or other family members, as approved by the person;

The case manager;

A representative of the Supported Employment program; and

Representatives of other agencies providing services to the client; this may include the Vocational Rehabilitation Counselor.

The case manager shall assure that major findings of the pre-admission staffing shall be recorded in writing and be part of the person's Supported Employment program file. These written findings shall include at minimum:

List of participants at the pre-admission staffing;

Documentation of the person's eligibility for Supported Employment;

Documentation of the current physical condition and limitations of the person; and

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MULTNOMAH COUNTY
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.1 ADMISSION AND EXIT OF CLIENTS (Continued)

Documentation that the person and parent/guardian/advocate have been informed as to the program's philosophy, policies and procedures, and description of client services.

Documentation that the Supported Employment provider has fully explained the effect of wages on benefits (such as SSI, Social Security or a combination). This explanation will address associated risks and benefits.

Documentation of discussion regarding who will assist the client to report earnings to Social Security Administration.

Each client considered for exit shall have a pre-exit staffing. Participants invited to the pre-exit staffing shall include the same persons identified in subsections (A)(1) through (A)(5) of this requirement.

The findings of the pre-exit staffing shall be recorded in writing and be a part of the client file. These written findings shall include at minimum:

List of participants at the pre-exit staffing;

Documentation of the proposed reason for exit of the client;

A written exit plan to include proposed client services, schedule for follow-up by the Supported Employment program if appropriate, and contact persons of agencies involved in proposed client services and follow-up; and

Signed client release forms for purposes of sharing Supported Employment client program information with proposed service providers.

4.2.2.2 CLIENT ASSESSMENT AND PLANNING

The Supported Employment provider will provide to the county Case Manager a completed formalized assessment for each worker for use in the development of the IHP within 60 days of admission to the program. Formal assessment(s) will be completed thereafter on an annual basis prior to the annual IHP. This formalized assessment

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MULTNOMAH COUNTY
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.2 CLIENT ASSESSMENT AND PLANNING (Continued)

will determine progress and identify any training needs which should be addressed in the coming year. This assessment will include the following domains:

- general and specific work abilities
- work interests
- work history (for the initial assessment only)
- attitudes and adaptability needed for employment
- task performance and proficiency levels
- the need or potential success of utilizing adaptive equipment
- work habits such as punctuality, attendance, etc.

This assessment will replace the CER.

The results of this assessment, review of pre-entry staffing information, and consultation with the client, parent/guardian/advocate, case manager, other service providers, and program staff, shall be used to develop an individualized habilitation plan for each client. The individual habilitation plan shall be developed by this team and include at least the following information:

Measurable long-term goals and short-term (one year or less) training objectives for each area included in the client's individual habilitation plan;

Description of the methods to be used in achieving the objectives and measuring progress;

Identification of persons or agency responsible for the implementation of each portion of the plan;

Provisions for reviewing the individual habilitation plan at least semiannually with written statements regarding the progress, effectiveness and appropriateness of the plan. Supported Employment providers are required to complete initial and annual IHPs. Supported Employment providers are responsible for developing proposed goals, objectives and methods prior to the IHP meeting for consideration by the IHP team. As workers become stabilized in jobs there may no longer be a need for vocational training objectives. At this point, objectives will be developed which address maintenance (which might include ongoing follow

MULTNOMAH COUNTY
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.2 CLIENT ASSESSMENT AND PLANNING (Continued)

along and whatever supports are necessary to assure stability). Even though a worker may be stabilized on the job, the Supported Employment provider, as an IHP team member, would work with the team to identify and address services or objectives to meet needs in other areas of the individual's life. (This might include social needs at work or home, medical needs, etc.)

The individual habilitation plan shall be included in the client's individual file, with appropriate documentation that the plan has been implemented as designed or reviewed.

The Supported Employment provider is responsible for maintaining data to measure and document progress toward objectives. The provider will summarize the data and report progress, effectiveness and appropriateness of the plan at least semiannually to the DD Case Manager.

The individual habilitation plan shall be updated and reviewed annually in accordance with section (B) of this requirement.

4.2.2.3 TRAINING AND SERVICES

Services for clients in Supported Employment programs shall:

Provide training and support services as specified in each client's annual individual habilitation plan;

Use age-appropriate and professionally accepted materials and techniques;

Utilize community-based resources and/or other environments when available and appropriate; and

Provide opportunities for clients to participate in activities with non-handicapped peers to the maximum extent possible.

The use of aversive techniques with any client shall be described fully in writing and shall:

Be included in the individual client's record;

Emphasize the development of a desirable alternative behavior;

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.3 TRAINING AND SERVICES (Continued)

Document that the client, parent/guardian/advocate, and case manager are fully aware of the program;

Use the least intrusive or aversive intervention possible;

Assure that none of the following will be used;

Physical punishment;

Seclusion in a locked room;

Direct or implied threats of physical harm, ridicule, or humiliation;

Physical restraints, or inappropriate medication;

Withholding of meals, medication, or physical aide;

Discipline or punishment of one client by another; and

Excessive threats of termination of Supported Employment services to the client.

Be evaluated, including collection and timely review of specific data on the progress, effectiveness, and appropriateness of procedures.

In the event of job loss, the Supported Employment provider continues to be responsible for assuring an alternative activity equaling at least 25 hours per week unless otherwise negotiated through the following process. During the pre-admission staffing,

the IHP team will recommend what would be the most appropriate alternative activity for the worker when job loss occurs, the worker is on vacation, or working odd hours. It is expected that all involved will be flexible in considering such options as: submitting waiver request for OARs to allow the individual to remain in the group home without supervision, splitting the costs between the residential provider and Supported Employment provider for daytime supervision at the residence, coordinating support so that the person can temporarily remain in his/her natural home, locating volunteer work, arranging for temporary placement at a Work Activity Center or Sheltered Services Program, or

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.3 TRAINING AND SERVICES (Continued)

accessing a county sponsored day activity program. Roles will be clearly delineated during each IHP process.

If it is recommended that the county sponsored activity program (provider to be determined) is the most appropriate alternative, the Supported Employment provider will enter into a payment agreement in which a monthly fee is paid per worker as a "prepayment plan," beginning the month of CPMS enrollment. Providers will be billed on a quarterly basis. Payment is continuous as long as this option is the agreed upon alternative. Supported Employment models providing continuous supervision (such as crews or enclaves) may utilize the county sponsored day activity program in the event that the work site for all workers is terminated, provided the agency makes available a staff person to supervise this group of individuals for the entire amount of time that they are at the activity program. Because staff will be provided, such programs are not required to pay into the "pre-payment plan."

In the event of successive job loss, the COUNTY agrees to arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. A person may be exited from a Supported Employment placement for the following reasons with a consensus decision by the IHP team:

The person has progressed to the point that he or she is no longer in need of support services;

The person's physical health as verified by a qualified physician precludes him or her from continued employment in a Supported Employment site;

The person's documented behavior (chronic firing, inappropriate work habits, stealing from employers), despite reasonable remediation efforts, preclude continuation in Supported Employment;

The person and/or guardian requests termination of Supported Employment services;

Other related reasons determined valid by consensus of the local team process demonstrated by appropriate documentation to the exit.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.3 TRAINING AND SERVICES (Continued)

In the event of Supported Employment termination for any of the above reasons, the COUNTY may arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. In the event that Supported Employment services are terminated, it will be determined as to whether the person is appropriate for and requests other county-provided vocational services. This decision will be made in cooperation with the worker's Vocational Rehabilitation Counselor.

It will also be the responsibility of the Supported Employment provider to arrange and/or train for transportation to whatever alternative option is selected. This will be accomplished by bus training, informing Special Mobility Services of a change (for those receiving door-to-door service, arranging for family to transport, etc.).

In the event of job loss, Supported Employment providers are expected to place individuals in new jobs within 60 days. If it appears that the individual will not be placed within this period of time, the Supported Employment provider will contact the Multnomah County Vocational Program Development Specialist to review job development activities. After this contact, the Vocational Program Development Specialist may initiate a meeting(s) with the Supported Employment provider and possibly the IHP team to discuss needed action.

In the interest of 100% utilization of available slots (monies) if an individual(s) worker or workers (enclave) are still unemployed after 90 days then the CONTRACTOR must notify the COUNTY. Multnomah County Vocational Program Development Specialist will arrange a meeting between the parties to establish a specific target date for employment. If the agreed upon target date for re-employment is not obtained then the COUNTY reserves the right to reassign the worker and slot to another CONTRACTOR.

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

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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.4 ON-GOING FOLLOW-UP

Supported Employment assumes that ongoing long term follow along will occur. For workers who are the most independent and stabilized in their jobs, a minimum of two face-to-face contacts with the worker and employer will occur per month. This amount of contact would escalate dependent on the needs of the individual and will be specifically defined and documented by the IHP team. The team might define a variable schedule of contact based on training objectives realizing that less contact will probably be required as the worker becomes more independent and stable on the job.

On a monthly basis, the Supported Work provider will complete a Worker Status Report. This report will be submitted to the Vocational Program Development Specialist by the 10th of each month. Copies of this form will be shared with the DD Case Manager and residential providers, and Vocational Rehabilitation Counselor.

CONTRACTORS providing Supported Employment services will provide each worker with a personnel policy which will cover at least the following:

Written Grievance Policy and Procedure including:

Procedure for receiving complaints or grievances from clients or others acting on their behalf and transcribing the complaint or grievance into writing, and to the satisfaction of the client;

Procedures to assure fair and impartial investigation of the facts of the complaint or grievance;

Written description of the action taken;

Procedures for appeal of decisions to the program director, board and/or independent review body;

Documentation of each case in the individual client's records;

Disciplinary action;

Medication policy;

At least semi-annual job evaluations.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
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4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.4 ON-GOING FOLLOW-UP (Continued)

Contractors providing Supported Employment services will inform each worker of the following:

Job description;

Hours of work;

Rate of pay;

Benefits provided by the employment (vacation, sick leave, raise policy, insurance);

Effect of earnings on the worker's other income or benefits (SSI, SSA, medical, food stamps, etc.).

MULTNOMAH COUNTY
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9 DD 55 - EARLY INTERVENTION

9.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

9.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district. Program will operate at 95% of capacity specified in Part I-A.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above and "Chapter I Expenditure Report." Instructions are contained in the Financial Procedures Manual.

9.1.3 PAYMENT PROCEDURES

Payment is based on a prospective rate paid monthly, in an amount equal to 1/12 of the total specified in Part I-A for each fiscal year for 12 month subcontractor and 1/10 of the total specified in Part I-A for 10 month subcontractors.

Funds are disbursed through monthly allotments sent by the 15th of the month in which services are being delivered. Final payment will reconcile any discrepancies in amounts disbursed and amounts due for the fiscal year.

Billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
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9 DD 55 - EARLY INTERVENTION (Continued)

9.2 MULTNOMAH COUNTY REQUIREMENTS

9.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the county Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Coordinator, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County Early Intervention Coordinator within 30 days of the beginning of services. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Coordinator.

9.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a client is found ineligible by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

9.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible for the program. Children between the ages of five and six are eligible only if their resident school district does not provide public education beginning at age five. In Multnomah County all districts provide public education at age five except Bonneville.

Early Intervention Preschool Services are available for children who turn three years of age on or before September 1 of the current school year. Variances may be available for children of developmentally disabled parents.

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9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements (see below), payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Coordinator by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization.

As per the 9/87 SSD Financial Procedures Manual, CONTRACTOR shall submit estimated cost data in the form of an annual budget within 30 days after receipt of executed contract. Thereafter, monthly expenditure reports will be submitted to the COUNTY by the 20th of the month following incurred expenditure and quarterly year-to-date budget comparisons will be submitted by the 20th of the month following each calendar quarter. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

9.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, 1989 for 12-month contracts and September, October, November and December, 1989 for 10-month contracts.

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9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Coordinator. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings to County Children's Case Management Supervisor.

9.2.1.5.1 CPMS TERMINATIONS

CPMS terminations must be sent to the County Early Intervention Coordinator, who will forward them to the SMHD.

9.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the county boundaries, the CONTRACTOR will inform the parents of the children served, in writing, that transportation to the program is the parents responsibility unless the parent, service provider, county DD program, and resident school district agree that the local approved programs cannot meet the eligible child's needs in accordance with OAR 309-41-240.

9.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

When providing services to residents of an ICF/MR Facility, Center will comply with all terms of an agreement between the Center and the Facility which has been approved by the Division.

The County's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1989, 1990, and 1991, to the COUNTY office. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide case managers with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Center must provide information to ICF/MR Facilities under terms of agreements with such Facilities.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed the amount shown in Part I-A of this Agreement in each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

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

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division of impending vacancies.

CONTRACTORS providing Sheltered Services Programs will continue to follow the Vocational Rehabilitation Division's "Facility Contract Billing Guidelines" (7/1/84), for billing purposes until policies are developed by the State Mental Health Division.

CONTRACTORS providing vocational services (i.e., work activity center, Supported Employment, etc.) shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S MR-DD Program.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of MR-DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services (i.e., WAC, SSP, Supported Employment, etc.) shall obtain approval from the COUNTY'S MR-DD Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

2/2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

CONTRACTOR of vocational services developed for individuals to be discharged from State Training Centers will work to productively occupy (i.e., assessment, evaluation, community integration, job search, work, etc.) these individuals for a minimum of five hours per day, five days per week during each person's trial visit period. If the CONTRACTOR is unable to satisfy this provision, the CONTRACTOR agrees to negotiate with the residential agency, with the involvement of the COUNTY to develop an alternative for the individual.

CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational providers are responsible for transportation training of clients to and from work. Funds for mobility training may be available from the Related Services Brokerage. Access to the monies is available through the case manager and subject to approval from the Vocational Program Development Specialist.

CONTRACTORS will submit to the COUNTY the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

CONTRACTOR will adhere to the COUNTY'S critical incident reporting policy.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health Division Licensing Review.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

BY Chonlatte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

BY _____
Social Services Division Date
Director

BY _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

BY _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: CITY OF PORTLAND PARKS & RECREATION
ADDRESS: 426 N.E. 12TH
PORTLAND, OR 97232

TELEPHONE: (503) 248-4328
I.R.S. NUMBER: 93-6002236

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$18,067.80
CONTRACT TOTAL:			----- \$18,067.80

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

- a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;
- b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;
- c. Annual Budget: Initial annual budget due within thirty (30) days of COUNTY's receipt of executed contract; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.
- d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.
- e. Annual State Mental Health Division Cost Statement (if required): Due September 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/16/89

Fiscal Year 1989-1990

CONTRACTOR: CITY OF PORTLAND PARKS & RECREATION

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	5	2-2.2.1

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

When providing services to residents of an ICF/MR Facility, Center will comply with all terms of an agreement between the Center and the Facility which has been approved by the Division.

The County's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1989, 1990, and 1991, to the COUNTY office. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide case managers with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Center must provide information to ICF/MR Facilities under terms of agreements with such Facilities.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed the amount shown in Part I-A of this Agreement in each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

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

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division of impending vacancies.

CONTRACTORS providing Sheltered Services Programs will continue to follow the Vocational Rehabilitation Division's "Facility Contract Billing Guidelines" (7/1/84), for billing purposes until policies are developed by the State Mental Health Division.

CONTRACTORS providing vocational services (i.e., work activity center, Supported Employment, etc.) shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S MR-DD Program.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of MR-DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services (i.e., WAC, SSP, Supported Employment, etc.) shall obtain approval from the COUNTY'S MR-DD Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

2/2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

CONTRACTOR of vocational services developed for individuals to be discharged from State Training Centers will work to productively occupy (i.e., assessment, evaluation, community integration, job search, work, etc.) these individuals for a minimum of five hours per day, five days per week during each person's trial visit period. If the CONTRACTOR is unable to satisfy this provision, the CONTRACTOR agrees to negotiate with the residential agency, with the involvement of the COUNTY to develop an alternative for the individual.

CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational providers are responsible for transportation training of clients to and from work. Funds for mobility training may be available from the Related Services Brokerage. Access to the monies is available through the case manager and subject to approval from the Vocational Program Development Specialist.

CONTRACTORS will submit to the COUNTY the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

CONTRACTOR will adhere to the COUNTY'S critical incident reporting policy.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health Division Licensing Review.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

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

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

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: MT. HOOD COMMUNITY COLLEGE
ADDRESS: 26000 S.E. STARK
GRESHAM, OR 97030

TELEPHONE: (503) 667-7316
I.R.S. NUMBER: 93-0546890

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$122,005.44
CONTRACT TOTAL:			----- \$122,005.44

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/16/89

Fiscal Year 1989-1990

CONTRACTOR: MT. HOOD COMMUNITY COLLEGE

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	8	2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

When providing services to residents of an ICF/MR Facility, Center will comply with all terms of an agreement between the Center and the Facility which has been approved by the Division.

The County's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1989, 1990, and 1991, to the COUNTY office. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide case managers with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Center must provide information to ICF/MR Facilities under terms of agreements with such Facilities.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed the amount shown in Part I-A of this Agreement in each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

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

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division of impending vacancies.

CONTRACTORS providing Sheltered Services Programs will continue to follow the Vocational Rehabilitation Division's "Facility Contract Billing Guidelines" (7/1/84), for billing purposes until policies are developed by the State Mental Health Division.

CONTRACTORS providing vocational services (i.e., work activity center, Supported Employment, etc.) shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S MR-DD Program.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of MR-DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services (i.e., WAC, SSP, Supported Employment, etc.) shall obtain approval from the COUNTY'S MR-DD Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

CONTRACTOR of vocational services developed for individuals to be discharged from State Training Centers will work to productively occupy (i.e., assessment, evaluation, community integration, job search, work, etc.) these individuals for a minimum of five hours per day, five days per week during each person's trial visit period. If the CONTRACTOR is unable to satisfy this provision, the CONTRACTOR agrees to negotiate with the residential agency, with the involvement of the COUNTY to develop an alternative for the individual.

CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational providers are responsible for transportation training of clients to and from work. Funds for mobility training may be available from the Related Services Brokerage. Access to the monies is available through the case manager and subject to approval from the Vocational Program Development Specialist.

CONTRACTORS will submit to the COUNTY the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

CONTRACTOR will adhere to the COUNTY'S critical incident reporting policy.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health Division Licensing Review.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2. DD40 ACTIVITY CENTERS(Continued)

2.2.2 MOUNT HOOD COMMUNITY COLLEGE - Special Conditions

Multnomah County agrees to provide ongoing technical assistance to Mt. Hood Community College and further agrees to coordinate additional technical assistance and inservice through the Oregon Technical Assistance Corporation.

Mt. Hood Community College agrees to recruit, hire, and supervise the "Multihandicapped Program" Instructor/Coordinator at a full time faculty assignment meeting the job requirements as previously negotiated by Multnomah County and Mt. Hood Community College as funding will allow.

Mt. Hood Community College agrees to provide classroom and office space adequate to meet the needs of the Multihandicapped Program. The space shall include all utilities, maintenance and telephone. Any charge for the facilities shall not exceed 6% of the total contract amount allocated to the College to cover contract administrative costs.

Mt. Hood Community College agrees to make available to the Multihandicapped Program all campus services available to other College sponsored programs within the budget limitations established by this contract: i.e. audio, visual, printing, purchasing, etc.

Multnomah County, in conjunction with Mt. Hood Community College, will apply for all applicable variances to the Mental Health Division Administrative Rules for Work Activity Center Programs. Variances will include, but may not be limited to:

Section 309-47-005	Number 7
Section 309-47-015	Number 2
Section 309-47-025	Number 2, 3, 4, 5

Multnomah County acknowledges the need to transition students from the Mt. Hood Community College program after completion of the student's two-year program. A cooperative effort between the County, Mt. Hood Community College, and a provider will provide transition services for supported work when funding is made available from the state Mental Health Division.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

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

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

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Director Date

By _____
Gladys McCoy
Multnomah County Chair Date

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: CHILDREN'S PSYCHIATRIC DAY TREATMENT - TELEPHONE: (503) 225-8068
ADDRESS: 9806 SW BOONES FERRY RD I.R.S. NUMBER: 93-6001786
PORTLAND, OR 97219

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$11,544.00
CONTRACT TOTAL:			----- \$11,544.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/16/89

Fiscal Year 1989-1990

CONTRACTOR: CHILDREN'S PSYCHIATRIC DAY TREATMENT - OHSU

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD55 EI Early Intervention	SMHD	3	9.1-9.2.2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

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

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION

9.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

9.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district. Program will operate at 95% of capacity specified in Part I-A.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above and "Chapter I Expenditure Report." Instructions are contained in the Financial Procedures Manual.

9.1.3 PAYMENT PROCEDURES

Payment is based on a prospective rate paid monthly, in an amount equal to 1/12 of the total specified in Part I-A for each fiscal year for 12 month subcontractor and 1/10 of the total specified in Part I-A for 10 month subcontractors.

Funds are disbursed through monthly allotments sent by the 15th of the month in which services are being delivered. Final payment will reconcile any discrepancies in amounts disbursed and amounts due for the fiscal year.

Billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION (Continued)

9.2 MULTNOMAH COUNTY REQUIREMENTS

9.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the county Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Coordinator, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County Early Intervention Coordinator within 30 days of the beginning of services. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Coordinator.

9.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a client is found ineligible by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

9.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible for the program. Children between the ages of five and six are eligible only if their resident school district does not provide public education beginning at age five. In Multnomah County all districts provide public education at age five except Bonneville.

Early Intervention Preschool Services are available for children who turn three years of age on or before September 1 of the current school year. Variances may be available for children of developmentally disabled parents.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements (see below), payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Coordinator by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization.

As per the 9/87 SSD Financial Procedures Manual, CONTRACTOR shall submit estimated cost data in the form of an annual budget within 30 days after receipt of executed contract. Thereafter, monthly expenditure reports will be submitted to the COUNTY by the 20th of the month following incurred expenditure and quarterly year-to-date budget comparisons will be submitted by the 20th of the month following each calendar quarter. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

9.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, 1989 for 12-month contracts and September, October, November and December, 1989 for 10-month contracts.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Coordinator. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings to County Children's Case Management Supervisor.

9.2.1.5.1 CPMS TERMINATIONS

CPMS terminations must be sent to the County Early Intervention Coordinator, who will forward them to the SMHD.

9.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the county boundaries, the CONTRACTOR will inform the parents of the children served, in writing, that transportation to the program is the parents responsibility unless the parent, service provider, county DD program, and resident school district agree that the local approved programs cannot meet the eligible child's needs in accordance with OAR 309-41-240.

9.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: PORTLAND EMPLOYMENT PROJECT - PCC
ADDRESS: 12000 S.W. 49TH
PORTLAND, OR 97219

TELEPHONE: (503) 244-6111
I.R.S. NUMBER: 93-0575187

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$5,944.20
DD42 SSP Sheltered Services Program	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$4,256.40
DD43 SEP Supported Employment Program	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$114,868.80
CONTRACT TOTAL:			----- \$125,069.40

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/16/89

Fiscal Year 1989-1990

CONTRACTOR: PORTLAND EMPLOYMENT PROJECT - PCC

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	1	2-2.2.1
DD42 SSP Sheltered Services Program	SMHD	1	3
DD43 SEP Supported Employment Program	SMHD	24	4

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

When providing services to residents of an ICF/MR Facility, Center will comply with all terms of an agreement between the Center and the Facility which has been approved by the Division.

The County's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1989, 1990, and 1991, to the COUNTY office. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide case managers with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Center must provide information to ICF/MR Facilities under terms of agreements with such Facilities.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed the amount shown in Part I-A of this Agreement in each fiscal year. Payment rates and billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

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

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division of impending vacancies.

CONTRACTORS providing Sheltered Services Programs will continue to follow the Vocational Rehabilitation Division's "Facility Contract Billing Guidelines" (7/1/84), for billing purposes until policies are developed by the State Mental Health Division.

CONTRACTORS providing vocational services (i.e., work activity center, Supported Employment, etc.) shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S MR-DD Program.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of MR-DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services (i.e., WAC, SSP, Supported Employment, etc.) shall obtain approval from the COUNTY'S MR-DD Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

CONTRACTOR of vocational services developed for individuals to be discharged from State Training Centers will work to productively occupy (i.e., assessment, evaluation, community integration, job search, work, etc.) these individuals for a minimum of five hours per day, five days per week during each person's trial visit period. If the CONTRACTOR is unable to satisfy this provision, the CONTRACTOR agrees to negotiate with the residential agency, with the involvement of the COUNTY to develop an alternative for the individual.

CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational providers are responsible for transportation training of clients to and from work. Funds for mobility training may be available from the Related Services Brokerage. Access to the monies is available through the case manager and subject to approval from the Vocational Program Development Specialist.

CONTRACTORS will submit to the COUNTY the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

CONTRACTOR will adhere to the COUNTY'S critical incident reporting policy.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health Division Licensing Review.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

3 DD 42 - SHELTERED SERVICES PROGRAM

3.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

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

This service is regulated by: OAR 582-10-010 through 025.

3.1.2 PERFORMANCE REQUIREMENTS

Program will comply with administrative rules and current VRD Guideline for Sheltered Services Program.

The County's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1989, 1990, and 1991, to the COUNTY office. The goal of 50 per cent conversion is a county-wide target.

3.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in Financial Procedures Manual.

3.1.4 PAYMENT PROCEDURES

Payment is based on a rate per day of service received as specified above, except that cumulative payments may not exceed the dollar amount shown in Part I-A of this Agreement for each fiscal year. The payment rate and billing instructions are contained in the Financial Procedures Manual.

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

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

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

3 DD 42 - SHELTERED SERVICES PROGRAM

3.2 MULTNOMAH COUNTY REQUIREMENTS

3.2.1 VOCATIONAL SERVICES (SEE DD 40 - ACTIVITY CENTER)

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT

4.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

4.1.1 SERVICE DESCRIPTION

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

Service emphasizes an integrated employment setting for adults who are developmentally disabled. Models of service include, but are not limited to, the following:

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

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

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

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.1 SERVICE DESCRIPTION (Continued)

This service is regulated by OAR 309-47-040 (planning and assessment); OAR 309-47-045 (training and services); and 309-47-030 (5,6,8,9) (admission and exit staffings).

4.1.2 PERFORMANCE REQUIREMENTS

100% clients must be eligible for DD services.

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

There will be no more than 8 persons with disabilities working at a job site.

Workers must have reasonable opportunities to interact with non-handicapped peers (not paid service providers).

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

High School Transition persons must be from a special education program (eligible for DD services), 21 years of age, have participated in an employment transition program through the school program, have a paid job developed, and be trained by the school at the time of graduation.

4.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in the Financial Procedures Manual.

4.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each eligible client enrolled in the service, except that cumulative payments may not exceed the dollar amount specified in Part I-A of this Agreement. Payment rates and billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.4 PAYMENT PROCEDURES (Continued)

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

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

4.2 MULTNOMAH COUNTY REQUIREMENTS

4.2.1 VOCATIONAL SERVICES (See DD 40 - Activity Center)

4.2.2 SUPPORTED EMPLOYMENT STANDARDS

4.2.2.1 ADMISSION AND EXIT OF CLIENTS

Prior to admission of a person to a Supported Employment program, a pre-admission staffing shall be held. Participants invited to this staffing by the case manager, shall include, but not be limited to:

The referred person

The person's guardian, if any; and the parents, advocate, guardian, and/or other family members, as approved by the person;

The case manager;

A representative of the Supported Employment program; and

Representatives of other agencies providing services to the client; this may include the Vocational Rehabilitation Counselor.

The case manager shall assure that major findings of the pre-admission staffing shall be recorded in writing and be part of the person's Supported Employment program file. These written findings shall include at minimum:

List of participants at the pre-admission staffing;

Documentation of the person's eligibility for Supported Employment;

Documentation of the current physical condition and limitations of the person; and

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.1 ADMISSION AND EXIT OF CLIENTS (Continued)

Documentation that the person and parent/guardian/advocate have been informed as to the program's philosophy, policies and procedures, and description of client services.

Documentation that the Supported Employment provider has fully explained the effect of wages on benefits (such as SSI, Social Security or a combination). This explanation will address associated risks and benefits.

Documentation of discussion regarding who will assist the client to report earnings to Social Security Administration.

Each client considered for exit shall have a pre-exit staffing. Participants invited to the pre-exit staffing shall include the same persons identified in subsections (A)(1) through (A)(5) of this requirement.

The findings of the pre-exit staffing shall be recorded in writing and be a part of the client file. These written findings shall include at minimum:

List of participants at the pre-exit staffing;

Documentation of the proposed reason for exit of the client;

A written exit plan to include proposed client services, schedule for follow-up by the Supported Employment program if appropriate, and contact persons of agencies involved in proposed client services and follow-up; and

Signed client release forms for purposes of sharing Supported Employment client program information with proposed service providers.

4.2.2.2 CLIENT ASSESSMENT AND PLANNING

The Supported Employment provider will provide to the county Case Manager a completed formalized assessment for each worker for use in the development of the IHP within 60 days of admission to the program. Formal assessment(s) will be completed thereafter on an annual basis prior to the annual IHP. This formalized assessment

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.2 CLIENT ASSESSMENT AND PLANNING (Continued)

will determine progress and identify any training needs which should be addressed in the coming year. This assessment will include the following domains:

- general and specific work abilities
- work interests
- work history (for the initial assessment only)
- attitudes and adaptability needed for employment
- task performance and proficiency levels
- the need or potential success of utilizing adaptive equipment
- work habits such as punctuality, attendance, etc.

This assessment will replace the CER.

The results of this assessment, review of pre-entry staffing information, and consultation with the client, parent/guardian/advocate, case manager, other service providers, and program staff, shall be used to develop an individualized habilitation plan for each client. The individual habilitation plan shall be developed by this team and include at least the following information:

Measurable long-term goals and short-term (one year or less) training objectives for each area included in the client's individual habilitation plan;

Description of the methods to be used in achieving the objectives and measuring progress;

Identification of persons or agency responsible for the implementation of each portion of the plan;

Provisions for reviewing the individual habilitation plan at least semiannually with written statements regarding the progress, effectiveness and appropriateness of the plan. Supported Employment providers are required to complete initial and annual IHPs. Supported Employment providers are responsible for developing proposed goals, objectives and methods prior to the IHP meeting for consideration by the IHP team. As workers become stabilized in jobs there may no longer be a need for vocational training objectives. At this point, objectives will be developed which address maintenance (which might include ongoing follow

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.2 CLIENT ASSESSMENT AND PLANNING (Continued)

along and whatever supports are necessary to assure stability). Even though a worker may be stabilized on the job, the Supported Employment provider, as an IHP team member, would work with the team to identify and address services or objectives to meet needs in other areas of the individual's life. (This might include social needs at work or home, medical needs, etc.)

The individual habilitation plan shall be included in the client's individual file, with appropriate documentation that the plan has been implemented as designed or reviewed.

The Supported Employment provider is responsible for maintaining data to measure and document progress toward objectives. The provider will summarize the data and report progress, effectiveness and appropriateness of the plan at least semiannually to the DD Case Manager.

The individual habilitation plan shall be updated and reviewed annually in accordance with section (B) of this requirement.

4.2.2.3 TRAINING AND SERVICES

Services for clients in Supported Employment programs shall:

Provide training and support services as specified in each client's annual individual habilitation plan;

Use age-appropriate and professionally accepted materials and techniques;

Utilize community-based resources and/or other environments when available and appropriate; and

Provide opportunities for clients to participate in activities with non-handicapped peers to the maximum extent possible.

The use of aversive techniques with any client shall be described fully in writing and shall:

Be included in the individual client's record;

Emphasize the development of a desirable alternative behavior;

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.3 TRAINING AND SERVICES (Continued)

Document that the client, parent/guardian/advocate, and case manager are fully aware of the program;

Use the least intrusive or aversive intervention possible;

Assure that none of the following will be used;

Physical punishment;

Seclusion in a locked room;

Direct or implied threats of physical harm, ridicule, or humiliation;

Physical restraints, or inappropriate medication;

Withholding of meals, medication, or physical aide;

Discipline or punishment of one client by another; and

Excessive threats of termination of Supported Employment services to the client.

Be evaluated, including collection and timely review of specific data on the progress, effectiveness, and appropriateness of procedures.

In the event of job loss, the Supported Employment provider continues to be responsible for assuring an alternative activity equaling at least 25 hours per week unless otherwise negotiated through the following process. During the pre-admission staffing,

the IHP team will recommend what would be the most appropriate alternative activity for the worker when job loss occurs, the worker is on vacation, or working odd hours. It is expected that all involved will be flexible in considering such options as: submitting waiver request for OARs to allow the individual to remain in the group home without supervision, splitting the costs between the residential provider and Supported Employment provider for daytime supervision at the residence, coordinating support so that the person can temporarily remain in his/her natural home, locating volunteer work, arranging for temporary placement at a Work Activity Center or Sheltered Services Program, or

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.3 TRAINING AND SERVICES (Continued)

accessing a county sponsored day activity program. Roles will be clearly delineated during each IHP process.

If it is recommended that the county sponsored activity program (provider to be determined) is the most appropriate alternative, the Supported Employment provider will enter into a payment agreement in which a monthly fee is paid per worker as a "prepayment plan," beginning the month of CPMS enrollment. Providers will be billed on a quarterly basis. Payment is continuous as long as this option is the agreed upon alternative. Supported Employment models providing continuous supervision (such as crews or enclaves) may utilize the county sponsored day activity program in the event that the work site for all workers is terminated, provided the agency makes available a staff person to supervise this group of individuals for the entire amount of time that they are at the activity program. Because staff will be provided, such programs are not required to pay into the "pre-payment plan."

In the event of successive job loss, the COUNTY agrees to arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. A person may be exited from a Supported Employment placement for the following reasons with a consensus decision by the IHP team:

The person has progressed to the point that he or she is no longer in need of support services;

The person's physical health as verified by a qualified physician precludes him or her from continued employment in a Supported Employment site;

The person's documented behavior (chronic firing, inappropriate work habits, stealing from employers), despite reasonable remediation efforts, preclude continuation in Supported Employment;

The person and/or guardian requests termination of Supported Employment services;

Other related reasons determined valid by consensus of the local team process demonstrated by appropriate documentation to the exit.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.3 TRAINING AND SERVICES (Continued)

In the event of Supported Employment termination for any of the above reasons, the COUNTY may arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. In the event that Supported Employment services are terminated, it will be determined as to whether the person is appropriate for and requests other county-provided vocational services. This decision will be made in cooperation with the worker's Vocational Rehabilitation Counselor.

It will also be the responsibility of the Supported Employment provider to arrange and/or train for transportation to whatever alternative option is selected. This will be accomplished by bus training, informing Special Mobility Services of a change (for those receiving door-to-door service, arranging for family to transport, etc.).

In the event of job loss, Supported Employment providers are expected to place individuals in new jobs within 60 days. If it appears that the individual will not be placed within this period of time, the Supported Employment provider will contact the Multnomah County Vocational Program Development Specialist to review job development activities. After this contact, the Vocational Program Development Specialist may initiate a meeting(s) with the Supported Employment provider and possibly the IHP team to discuss needed action.

In the interest of 100% utilization of available slots (monies) if an individual(s) worker or workers (enclave) are still unemployed after 90 days then the CONTRACTOR must notify the COUNTY. Multnomah County Vocational Program Development Specialist will arrange a meeting between the parties to establish a specific target date for employment. If the agreed upon target date for re-employment is not obtained then the COUNTY reserves the right to reassign the worker and slot to another CONTRACTOR.

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.4 ON-GOING FOLLOW-UP

Supported Employment assumes that ongoing long term follow along will occur. For workers who are the most independent and stabilized in their jobs, a minimum of two face-to-face contacts with the worker and employer will occur per month. This amount of contact would escalate dependent on the needs of the individual and will be specifically defined and documented by the IHP team. The team might define a variable schedule of contact based on training objectives realizing that less contact will probably be required as the worker becomes more independent and stable on the job.

On a monthly basis, the Supported Work provider will complete a Worker Status Report. This report will be submitted to the Vocational Program Development Specialist by the 10th of each month. Copies of this form will be shared with the DD Case Manager and residential providers, and Vocational Rehabilitation Counselor.

CONTRACTORS providing Supported Employment services will provide each worker with a personnel policy which will cover at least the following:

Written Grievance Policy and Procedure including:

Procedure for receiving complaints or grievances from clients or others acting on their behalf and transcribing the complaint or grievance into writing, and to the satisfaction of the client;

Procedures to assure fair and impartial investigation of the facts of the complaint or grievance;

Written description of the action taken;

Procedures for appeal of decisions to the program director, board and/or independent review body;

Documentation of each case in the individual client's records;

Disciplinary action;

Medication policy;

At least semi-annual job evaluations.

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MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.2.4 ON-GOING FOLLOW-UP (Continued)

Contractors providing Supported Employment services will inform each worker of the following:

Job description;

Hours of work;

Rate of pay;

Benefits provided by the employment (vacation, sick leave, raise policy, insurance);

Effect of earnings on the worker's other income or benefits (SSI, SSA, medical, food stamps, etc.).

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

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

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

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Date
Director

By _____
Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: PORTLAND PUBLIC SCHOOLS DIST. #1
ADDRESS: 531 S.E. 14TH
PORTLAND, OR 97214

TELEPHONE: (503) 280-5840
I.R.S. NUMBER: 93-6000830

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$568,360.00
CONTRACT TOTAL:			----- \$568,360.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/16/89

Fiscal Year 1989-1990

CONTRACTOR: PORTLAND PUBLIC SCHOOLS DIST. #1

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD55 EI Early Intervention	SMHD	185	9.1-9.2.2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION

9.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

9.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district. Program will operate at 95% of capacity specified in Part I-A.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above and "Chapter I Expenditure Report." Instructions are contained in the Financial Procedures Manual.

9.1.3 PAYMENT PROCEDURES

Payment is based on a prospective rate paid monthly, in an amount equal to 1/12 of the total specified in Part I-A for each fiscal year for 12 month subcontractor and 1/10 of the total specified in Part I-A for 10 month subcontractors.

Funds are disbursed through monthly allotments sent by the 15th of the month in which services are being delivered. Final payment will reconcile any discrepancies in amounts disbursed and amounts due for the fiscal year.

Billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION (Continued)

9.2 MULTNOMAH COUNTY REQUIREMENTS

9.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the county Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Coordinator, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County Early Intervention Coordinator within 30 days of the beginning of services. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Coordinator.

9.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a client is found ineligible by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

9.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible for the program. Children between the ages of five and six are eligible only if their resident school district does not provide public education beginning at age five. In Multnomah County all districts provide public education at age five except Bonneville.

Early Intervention Preschool Services are available for children who turn three years of age on or before September 1 of the current school year. Variances may be available for children of developmentally disabled parents.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements (see below), payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Coordinator by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization.

As per the 9/87 SSD Financial Procedures Manual, CONTRACTOR shall submit estimated cost data in the form of an annual budget within 30 days after receipt of executed contract. Thereafter, monthly expenditure reports will be submitted to the COUNTY by the 20th of the month following incurred expenditure and quarterly year-to-date budget comparisons will be submitted by the 20th of the month following each calendar quarter. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

9.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, 1989 for 12-month contracts and September, October, November and December, 1989 for 10-month contracts.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Coordinator. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings to County Children's Case Management Supervisor.

9.2.1.5.1 CPMS TERMINATIONS

CPMS terminations must be sent to the County Early Intervention Coordinator, who will forward them to the SMHD.

9.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the county boundaries, the CONTRACTOR will inform the parents of the children served, in writing, that transportation to the program is the parents responsibility unless the parent, service provider, county DD program, and resident school district agree that the local approved programs cannot meet the eligible child's needs in accordance with OAR 309-41-240.

9.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

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

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

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

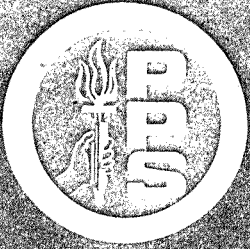
By _____
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date



PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, Oregon 97227

Mailing Address: P.O. Box 3107 / Portland, Oregon 97208-3107

Phone: (503) 249-2000

RISK MANAGEMENT

July 14, 1988

RECEIVED

JUL 18 1988

Charlotte Duncan
Multnomah County Mental Health Division
426 S.W. Stark, 7th Floor
Portland, Oregon 97204

SOCIAL SERVICES
DIVISION/FISCAL

SUBJECT: 1988/89 Agreement - Early Intervention Program

Dear Ms. Duncan:

School District # 1 has executed an agreement with the Multnomah County Mental Health Division as respects services relative to the Early Intervention Program. A condition of said agreement was to provide your office with a declaration of our self-insured status.

School District # 1 is self-insured according to the statutory limits set out in the Oregon Tort Claims Act for any liability claim. School District #1 will hold the Multnomah County Mental Health Division harmless from any claim arising out of the District and/or its representatives' negligence in connection with its activities under the Early Intervention Program within the limits of the Oregon Tort Claim Act.

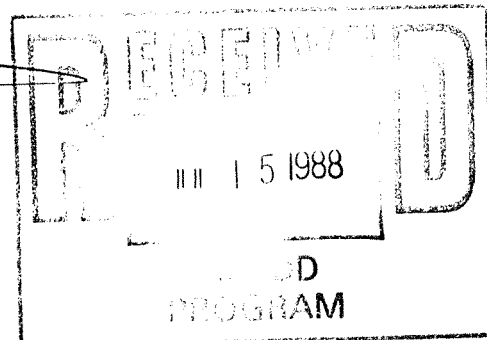
In regards to Workers' Compensation coverage, we are also a self-insured employer (SIR - \$1,000,000) which includes coverage under the Oregon Workers' Compensation Laws for all District employees while participating in the Early Intervention Program.

Please contact me if you have any questions about the foregoing.

Sincerely,

J.R. Bloch,
Risk Manager
249-2000, Ext. 587

JRB/eb



MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: REYNOLDS SCHOOL DISTRICT #7
ADDRESS: 1424 N.E. 201ST
TROUTDALE, OR 97060

TELEPHONE: (503) 661-7200
I.R.S. NUMBER: 93-600083-6

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$53,872.00
CONTRACT TOTAL:			----- \$53,872.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/16/89

Fiscal Year 1989-1990

CONTRACTOR: REYNOLDS SCHOOL DISTRICT #7

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD55 EI Early Intervention	SMHD	14	9.1-9.2.2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION

9.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

9.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district. Program will operate at 95% of capacity specified in Part I-A.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above and "Chapter I Expenditure Report." Instructions are contained in the Financial Procedures Manual.

9.1.3 PAYMENT PROCEDURES

Payment is based on a prospective rate paid monthly, in an amount equal to 1/12 of the total specified in Part I-A for each fiscal year for 12 month subcontractor and 1/10 of the total specified in Part I-A for 10 month subcontractors.

Funds are disbursed through monthly allotments sent by the 15th of the month in which services are being delivered. Final payment will reconcile any discrepancies in amounts disbursed and amounts due for the fiscal year.

Billing instructions are contained in the Financial Procedures Manual.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION (Continued)

9.2 MULTNOMAH COUNTY REQUIREMENTS

9.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the county Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Coordinator, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County Early Intervention Coordinator within 30 days of the beginning of services. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Coordinator.

9.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a client is found ineligible by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

9.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible for the program. Children between the ages of five and six are eligible only if their resident school district does not provide public education beginning at age five. In Multnomah County all districts provide public education at age five except Bonneville.

Early Intervention Preschool Services are available for children who turn three years of age on or before September 1 of the current school year. Variances may be available for children of developmentally disabled parents.

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9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements (see below), payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Coordinator by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization.

As per the 9/87 SSD Financial Procedures Manual, CONTRACTOR shall submit estimated cost data in the form of an annual budget within 30 days after receipt of executed contract. Thereafter, monthly expenditure reports will be submitted to the COUNTY by the 20th of the month following incurred expenditure and quarterly year-to-date budget comparisons will be submitted by the 20th of the month following each calendar quarter. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

9.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, 1989 for 12-month contracts and September, October, November and December, 1989 for 10-month contracts.

MULTNOMAH COUNTY
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9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Coordinator. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings to County Children's Case Management Supervisor.

9.2.1.5.1 CPMS TERMINATIONS

CPMS terminations must be sent to the County Early Intervention Coordinator, who will forward them to the SMHD.

9.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the county boundaries, the CONTRACTOR will inform the parents of the children served, in writing, that transportation to the program is the parents responsibility unless the parent, service provider, county DD program, and resident school district agree that the local approved programs cannot meet the eligible child's needs in accordance with OAR 309-41-240.

9.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

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SOCIAL SERVICES DIVISION
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FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY DD Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY DD Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Habilitation Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

As Multnomah County is contracted by the State Mental Health Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in two days of planning efforts instigated by the COUNTY and one day of annual contract review.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990

CONTRACTOR NAME: TRI-MET TELEPHONE: (503) 238-4879
ADDRESS: 4012 S. E. 17th AVE. I.R.S. NUMBER: 93-0579353
PORTLAND, OR 97202

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR as per the General and Special Conditions attached hereto.

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>
DD53 ET Employment Transportation	SMHD	FEE-FOR-SERVICE AS PER SPECIAL CONDITIONS	REQUIREMENTS
		CONTRACT TOTAL:	----- REQUIREMENTS

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees.

CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment
CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of COUNTY's receipt of executed contract; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due September 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated and fully documented.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/18/89

Fiscal Year 1989-1990

CONTRACTOR: TRI-MET

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD53 ET Employment Transportation	SMHD	0	8.1-8.2.3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

8 DD 53 - EMPLOYMENT TRANSPORTATION

8.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

8.1.1 SERVICE DESCRIPTION

Employment Transportation provides transportation services for adults with developmental disabilities when public transportation is not available or not feasible due to the severity of the disability and transportation is required for effective participation in employment and/or other needed services such as medical/dental and community access.

8.1.2 PERFORMANCE REQUIREMENTS

100% of clients receiving assistance will be enrolled in an Activity Center Program (DD 40), Sheltered Services Program (DD 42), Supported Employment (DD 43), or a DD Residential Facility (DD 50), unless otherwise authorized in writing by the State Mental Health Division.

8.1.3 SPECIAL REPORTING REQUIREMENTS

CPMS reporting is required for this service element for all clients enrolled in the Division's Title XIX Waiver program. Summary of Program Area Revenues, Expenditures, and Carry Over Funds is required at the end of each fiscal year. CPMS and financial reports must be completed following instructions in the Division's CPMS Manual and Financial Procedures Manual.

8.1.4 PAYMENT PROCEDURES

Payments are based on the service capacity in the Contract/Agreement. Payment for service capacity is limited in total to the dollar amount specified for each fiscal year or the monthly amount for each month in which the service capacity was operational.

Funds are disbursed through monthly allotments which may be adjusted periodically by COUNTY when the amount for service capacity is amended in the Contract/Agreement.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

8 DD 53 - EMPLOYMENT TRANSPORTATION (Continued)

8.1.4 PAYMENT PROCEDURES (Continued)

Final payment for service capacity is limited to the amount specified in the Contract/Agreement or 1/12 of the annual Contract/Agreement amount for each month in which the service capacity has been operational as documented by the delivery of services. If monthly allotments and any other adjustments during the fiscal year have been less than this amount, COUNTY will pay the difference within 60 days following the completion of the period. Repayment of any overpayment shall be made by CONTRACTOR within 30 days following receipt of a written notice sent by COUNTY.

All funds paid as described above must be expended on services approved by COUNTY.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

8 DD 53 EMPLOYMENT TRANSPORTATION (Continued)

8.2 MULTNOMAH COUNTY REQUIREMENTS

8.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

8.2.1.1 STATEMENT OF WORK

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to Multnomah, Washington, and Clackamas County clients as ordered by case managers.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met at least 48 hours in advance of the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and assistance to passengers to safely enter and leave Tri-Met vehicles. COUNTY shall not request rides for clients so severely disabled as to require ambulance service. The COUNTY shall be responsible for informing its clients of the scope of service to be rendered by Tri-Met under this agreement.

8.2.1.2 CONSIDERATION

COUNTY agrees to pay Tri-Met for rides provided at 60% of the rates described below.

COUNTY will pay only for those rides ordered by authorized COUNTY personnel and provided by Tri-Met's subcontracts. Late cancels and no-shows are considered one-fourth and one-half of a ride, respectively, for billing purposes.

An eight dollar fee is assessed each individual rider for door-to-door transportation. In the event that Tri-Met is unable to collect this \$8 fee after 30 days from date of billing than the rider shall be terminated until such time that the outstanding fee(s) are collected by Tri-Met.

The COUNTY will reduce payment to Tri-Met by \$8 per month per rider based on number of riders.

8/3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

8 DD 53 EMPLOYMENT TRANSPORTATION (Continued)

8.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION (Continued)

8.2.1.2 CONSIDERATION (Continued)

The cost per person per trip is determined by the distance in direct miles traveled and the grouping:

	<u>0 - 4 miles</u>	<u>5 - 10 miles</u>	<u>Over 10 miles</u>
Individual trip	\$3.18	\$10.61	\$25.46
Group trip	\$1.60	\$ 5.31	\$12.73

The following definitions apply to the above rate structure:

Direct Miles - The distance in miles between the trip origin and the trip destination as shown on a map, or "as the crow flies."

Individual Trip - A one-way trip from one origin to one destination made by one person.

Group Trip - A one-way trip from one origin to one destination made by two or more persons and scheduled together.

8.2.1.3 SUBCONTRACTS

Tri-Met may enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY. Any subcontracts entered into will not terminate the legal responsibility of Tri-Met to COUNTY.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL D/D CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY DD Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY DD Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Habilitation Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated.

As Multnomah County is contracted by the State Mental Health Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in two days of planning efforts instigated by the COUNTY and one day of annual contract review.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Charlotte Duncan MAY 19 1989
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990
CONTRACTOR NAME: Oregon Health Sciences University TELEPHONE: (503) 225-8145
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road I.R.S. NUMBER: 936-001-786-W
Portland, OR 97201 Title XIX Vendor # 157883

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR per the special and general conditions attached hereto.

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Number of Units</u>
Community Support	MED 23 State	\$108,869	31

TITLE XIX BILLING ALLOCATIONS

CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 115. Payment for Title XIX services will be billed to and paid by the State Adult and Family Services Division (AFSD).

<u>Service Element</u>	<u>Fund Source</u>	<u>Revenue Allocation</u>	<u>Number of Units</u>
Community Support	MED 23 XIX	\$132,266	38

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees.

CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

- a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;
- b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;
- c. Annual Budget: Initial annual budget due within thirty (30) days of COUNTY's receipt of executed contract; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.
- d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.
- e. Annual State Mental Health Division Cost Statement (if required): Due September 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if
CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a
non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated and fully documented.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

SPECIAL CONDITIONS

1. CONTRACTOR agrees to serve eligible clients in accordance with the program design and specifications contained in the COUNTY-approved Biennial Implementation Plan or the CONTRACTOR's proposal in response to a COUNTY RFP, whichever is the more recent.
2. Adults served under this contract are subject to the following eligibility criteria established by ORS 430.675 as Priority 1:
 - (a) At immediate risk of hospitalization for the treatment of mental or emotional disturbances, or
 - (b) In need of continuing services to avoid hospitalization, or
 - (c) Pose a hazard to the health and safety of themselves or others.
3. Continuation of funding is contingent upon submission by the CONTRACTOR and approval by the COUNTY of 6-month Program Plan Update on 1/31/90 and 7/30/90.
4. CONTRACTOR agrees to provide COUNTY with information by phone about weather/emergency closure as soon as known, and to provide with ten (10) days advance written notice information of any:
 - (a) Temporary closure of admission to any service element funded by the AGREEMENT; and
 - (b) Temporary cessations of service or closures of offices other than holidays specified in CONTRACTOR'S personnel policies.
5. CONTRACTOR agrees to participate in the COUNTY's monthly Adult Provider meetings.
6. CONTRACTOR agrees to provide COUNTY with data necessary to verify client count information and in the instance of underutilization, to take corrective action to bring utilization into contract compliance.
7. CONTRACTOR agrees to comply with a new administrative rule governing maintenance of clinical records within the service elements provided through this Subcontract Agency Agreement if and when such rules are approved during the contract year.

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SPECIAL CONDITIONS
TITLE XIX PROVIDERS

1. Title XIX reimbursed services must conform to OAR 309-16-000 through -115, "Medicaid Payment for Community Mental Health Services," and the rules applicable to each service element as specified elsewhere in this Subcontract Agency Agreement.
2. The number of clients to be served by use of Title XIX funds is in addition to clients served by other County administered funds obligated through this Subcontract Agency Agreement and as shown on page one (1) of this Subcontract Agency Agreement.
3. CONTRACTOR will send results of each 90-day Utilization Review to Multnomah County Social Services Division within ten (10) days of the review.
4. CONTRACTOR agrees to submit to COUNTY by the 20th of each month a report of Title XIX Medicaid billings by service element on a form provided by COUNTY.
5. Title XIX revenue allocation may be increased via the following procedures:
 - a) CONTRACTOR will make written application to COUNTY for an amendment increasing Title XIX revenue allocation when there is evidence that the Title XIX revenue allocation will be exceeded. In order to provide match for the increased Title XIX allocation, the COUNTY may reduce other state-administered funds listed on page one (1) of this Subcontract Agency Agreement when increasing Title XIX revenue allocation. This reduction in state-administered funds will be in proportion to the prevailing General Fund Match rate at the time the amendment is processed. This reduction may be carried forward to ensuing fiscal years.
 - b) In the event that CONTRACTOR's Medicaid payments exceed the contracted allocation, COUNTY may unilaterally adjust CONTRACTOR's State General Fund allocation in order to provide sufficient Medicaid match. Monthly advances may be adjusted in anticipation of any required match adjustments.

5819Y-8

SPECIAL CONDITIONS
SERVICE ELEMENT MED 23 - COMMUNITY SUPPORT SERVICES (CSS)

1. CONTRACTOR agrees to provide Community Support Services in compliance with governing administrative rule OAR 309-32-010 through 309-32-026.
2. CONTRACTOR will meet the following performance requirements for this service element:
 - (a) At least 95% of persons served with contract funds meet CSS eligibility criteria as measured by CPMS MARS report 0222.
 - (b) Maintain 100% slot utilization of the contracted number of slots each month as measured by CPMS MARS report 1022.
 - (c) 100% of contracted clients will be seen at least monthly, as determined by the site review process. (The contracted number of clients served is the active caseload to be maintained at all times.)
 - (d) Maintain Certificate of Approval for this service element, as determined through the site review process.
3. CONTRACTOR will submit the following reports:
 - (a) To the State: CPMS enrollments and monthly turn-around documents for all clients; and
 - (b) To the COUNTY: Annual cost statement; Contract Performance Report (due on the 20th of each month); Title XIX Billing Report (due on the 20th of each month).
4. CONTRACTOR will participate in monthly Community Support Services coordination meetings.

5819Y-17

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By *[Signature]* 5.22.09
Program Manager Date

By _____
Agency Board Chairperson Date

By _____
Social Services Division Date
Director

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: from July 1, 1989 to June 30, 1990
CONTRACTOR Name: ALCOHOL TREATMENT AND TRAINING CENTER Telephone: 229-5420
CONTRACTOR Address: 732 SW 3RD, 6TH FLOOR IRS #: 93-6001-786W
PORTLAND, OREGON 97204 TITLE XIX #: 002923

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide services for DUII clients within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR for services billed at the rates and up to the amount(s) specified below.

I. SERVICES UNDER FEE FOR SERVICES

<u>Service Element</u>	<u>Fund Source</u>	<u>Type of Units/ Slots</u>	<u>Rates Per Units/ Slots</u>	<u>Maximum Total Payable Per Client</u>
Alcohol Diversion Services DUII Level I (A&D 67)	State	Hours of Client Service	\$6.82 per hour	\$81.84 per eligible indigent client
Alcohol Diversion Services DUII Level I (A&D 67)	State	Hours of Client Service	\$3.41 per hour	\$40.92 per eligible partially indigent client
Alcohol Diversion Services DUII Level II (A&D 68)	State	Hours of Client Service	\$11.36 per hour	\$408.96 per eligible indigent client
Alcohol Diversion Services DUII Level II (A&D 68)	State	Hours of Client Service	\$5.68 per hour	\$204.48 per eligible partially indigent client
Alcohol Diversion Services DUII Convicted Level I (A&D 77)	State	Hours of Client Service	\$6.82 per hour	\$81.84 per eligible indigent client
Alcohol Diversion Services DUII Convicted Level I (A&D 77)	State	Hours of Client Service	\$3.41 per client	\$40.92 per eligible partially indigent client
Alcohol Diversion Services DUII Convicted Level II (A&D 78)	State	Hours of Client Service	\$11.36 per hour	\$408.96 per eligible indigent client
Alcohol Diversion Services DUII Convicted Level II (A&D 78)	State	Hours of Client Service	\$5.68 per hour	\$204.48 per eligible partially indigent client

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
TITLE XIX REVENUE ALLOCATION AGREEMENT

Duration of Agreement: from July 1, 1989 to June 30, 1990
CONTRACTOR Name: ALCOHOL TREATMENT AND TRAINING CENTER Telephone: 229-5420
CONTRACTOR Address: 732 SW 3RD, 6TH FLOOR IRS #: 93-6001-786W
PORTLAND, OREGON 97204 TITLE XIX #: 002923

I. TITLE XIX BILLING ALLOCATION

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR is a performing provider meeting standards prescribed by OAR 309-16-000 through 115, and the rules applicable to each service element specified below. Payments for Title XIX services will be billed to and paid by the State Adult and Family Services Division (AFSD).

<u>Service Element</u>	<u>Revenue Allocation</u>
Alcohol Outpatient (A&D 64)	<u>\$ 20,000</u>
Total	<u>\$ 20,000</u>

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees.

CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. amounts of client service contributions for MED and DD residential facilities;
3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment
CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of COUNTY's receipt of executed contract; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due September 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated and fully documented.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

SPECIAL CONDITIONS

Provider: Alcohol Treatment and Training Center
Fiscal Year 1989-90

1. CONTRACTOR agrees to serve adult clients in accordance with the following priorities, in conformance with applicable State Administrative Rules.

<u>Service Element</u>	<u>Applicable Admin Rules</u>	<u>Beds/ Slots</u>	<u>Minimum Utilization</u>	<u>Priority Population</u>
DUII Diversion Level I (A&D 67)	OAR 309-54-005 through 309-54-040 and <u>DUII Policies and Procedures Manual</u> , June 1987, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs
DUII Diversion Level II (A&D 68)	OAR 309-54-005 through 309-54-040 and 309-51-000 through 309-51-070 and <u>DUII Policies and Procedures Manual</u> , June 1987, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs
DUII Convicted Level I (A&D 77)	OAR 309-54-005 through 309-54-040 and <u>DUII Policies and Procedures Manual</u> , June 1987, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs
DUII Convicted Level II (A&D 78)	OAR 309-54-005 through 309-54-040 and 309-51-000 through 309-51-070 and <u>DUII Policies and Procedures Manual</u> , June 1987, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs

2. The CONTRACTOR, as a provider of Occupational Drivers License services, agrees to meet, in addition to the standards listed under Special Condition (1) in this section, Oregon Administrative Rules 309-55-000 through 309-55-035.
3. CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.
4. CONTRACTOR agrees to meet at least the minimum standards for performance for each service element covered under this agreement, in accordance with performance standards shown in Attachment A.
5. CONTRACTOR, as a Title XIX performing provider, agrees to meet the special conditions and standards for Title XIX described in Attachment C.
6. CONTRACTOR agrees to provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level or scope of client services.
7. CONTRACTOR agrees to notify the COUNTY in writing of any DUII staff changes within 30 days of the change.
8. CONTRACTOR agrees to request reimbursement from the Intoxicated Driver Program Fund for only those DUII clients who meet the eligibility criteria for indigent and partially indigent status, as defined by the State Office of Alcohol and Drug Abuse Programs. Verification of eligibility must be in accordance with the guidelines issued by the State Office of Alcohol and Drug Abuse Programs. Verification of eligibility must be placed with the CPMS enrollment form in the client's file. All applications for Partial Indigent Status must be reviewed and signed by the Program Director.
9. CONTRACTOR agrees to provide the verbal or written information requested in the COUNTY'S contract monitoring plan. COUNTY agrees to provide the CONTRACTOR with a copy of any monitoring protocol used prior to the monitoring visit.
10. CONTRACTOR agrees that DUII Diversion or Convicted clients will not be treated in State-funded outpatient treatment slots unless all conditions specified in the DUII Policies and Procedures Manual, issued by the State Office of Alcohol and Drug Abuse Programs, have been met.

ALCOHOL AND DRUG SERVICE ELEMENT
PERFORMANCE CRITERIA AND STANDARDS
1989-91

ATTACHMENT A

#	Service Elements/ Standards	Utilization Requirements	Employment Improvement- Unemployed & Employable	Maintained Employment from Enroll. to Discharge	Change Employability at Termination	Reduction in the Number of Readmissions at same Center	Educational Advancement	Arrested for Offenses During Treatment
61	Alcohol Residential Minimal Standard Desirable Standard Superior Standard	90%	5% increase 10% increase 15% increase	N/A	60% employable 65% employable 70% employable	N/A	6% adv. 9% adv. 12% adv.	90% NOT arrested 95% NOT arrested 100% NOT arrested
62	Drug Residential Minimal Standard Desirable Standard Superior Standard	90%	5% increase 10% increase 15% increase	N/A	60% employable 65% employable 70% employable	N/A	6% adv. 9% adv. 12% adv.	90% NOT arrested 95% NOT arrested 100% NOT arrested
63	Nonhospital Alcohol Detox Minimal Standard Desirable Standard Superior Standard	70%	N/A	N/A	N/A	50% not readm. 55% not readm. 60% not readm.	N/A	N/A
64	Outpatient CD-Alcohol Minimal Standard Desirable Standard Superior Standard	100%	15% increase 20% increase 25% increase	80% main. full 90% main. full 100% main. full	45% employable 50% employable 55% employable	N/A	7% adv. 10% adv. 13% adv.	90% NOT arrested 95% NOT arrested 100% NOT arrested
65	Outpatient CD-Drug Minimal Standard Desirable Standard Superior Standard	100%	15% increase 20% increase 25% increase	80% main. full 90% main. full 100% main. full	45% employable 50% employable 55% employable	N/A	7% adv. 10% adv. 13% adv.	85% NOT arrested 90% NOT arrested 95% NOT arrested
68	DUII Diversion Level II Minimal Standard Desirable Standard Superior Standard	N/A	5% increase 10% increase 15% increase	80% main. full 90% main. full 100% main. full	N/A	N/A	5% adv. 7% adv. 9% adv.	90% NOT arrested 95% NOT arrested 100% NOT arrested

Page 14 of 20

#	Service Elements/ Standards	Utilization Requirements	Employment Improvement- Unemployed & Employable	Maintained Employment from Enroll. to Discharge	Change Employability at Termination	Reduction in the Number of Readmissions at same center	Educational Advancement	Arrested for Offenses During Treatment
78	DUII Convicted Level II Minimal Standard Desirable Standard Superior Standard	N/A	5% increase 10% increase 15% increase	80% main. full 90% main. full 100% main. full	N/A	N/A	5% advanced 7% advanced 9% advanced	80% NOT arrested 85% NOT arrested 90% NOT arrested
69	Methadone Maintenance Minimal Standard Desirable Standard Superior Standard	100%	8% increase 10% increase 12% increase	80% main. full 90% main. full 100% main. full	40% employable 45% employable 50% employable	N/A	5% advanced 7% advanced 9% advanced	65% NOT arrested 75% NOT arrested 85% NOT arrested
71	CIRT Minimal Standard Desirable Standard Superior Standard	90%	N/A	N/A	60% employable 65% employable 70% employable	N/A	N/A	90% NOT arrested 95% NOT arrested 100% NOT arrested

ALCOHOL AND DRUG SERVICE ELEMENT
PERFORMANCE CRITERIA AND STANDARDS
1989-91

#	Service Elements/ Standards	Benefitted From Treatment Episode	Reduction in Use of Primary Problem red. freq use	Arrested for DUII Offenses During Treatment	Abstinent/ Drug Free 30 Days Prior to Discharge	Participation in Self-Help Groups During Treatment	Referral in the Continuum of Care to A or D Agencies	Referral to Self-Help Groups
61	Alcohol Residential							
	Minimal Standard	55% complete			70% abs/d.f.	85% participate	30% referred	22% referred
	Desirable Standard	58% complete	N/A	N/A	75% abs/d.f.	90% participate	35% referred	25% referred
	Superior Standard	61% complete			80% abs/d.f.	95% participate	40% referred	28% referred
62	Drug Residential							
	Minimal Standard	30% complete			50% abs/d.f.	75% participate	25% referred	22% referred
	Desirable Standard	35% complete	N/A	N/A	65% abs/d.f.	80% participate	30% referred	25% referred
	Superior Standard	40% complete			70% abs/d.f.	85% participate	35% referred	28% referred
63	Nonhospital Alcohol Detox							
	Minimal Standard	65% complete				65% participate	35% referred	5% referred
	Desirable Standard	70% complete	N/A	N/A	N/A	70% participate	40% referred	10% referred
	Superior Standard	75% complete				75% participate	45% referred	15% referred
64	Outpatient CD-Alcohol							
	Minimal Standard	50% complete	55% reduce		40% abs/d.f.	40% participate		
	Desirable Standard	57% complete	60% reduce	N/A	45% abs/d.f.	45% participate	N/A	N/A
	Superior Standard	64% complete	65% reduce		50% abs/d.f.	50% participate		
65	Outpatient CD-Drug							
	Minimal Standard	30% complete	40% reduce		37% abs/d.f.	20% participate		
	Desirable Standard	35% complete	45% reduce	N/A	42% abs/d.f.	28% participate	N/A	N/A
	Superior Standard	40% complete	50% reduce		47% abs/d.f.	36% participate		
68	DUII Diversion Level II							
	Minimal Standard	80% complete	70% reduce	90% NOT arrested	40% abs/d.f.	40% participate		
	Desirable Standard	85% complete	75% reduce	95% NOT arrested	45% abs/d.f.	45% participate	N/A	N/A
	Superior Standard	90% complete	80% reduce	100% NOT arrested	50% abs/d.f.	50% participate		

#	Service Elements/ Standards	Benefitted From Treatment Episode	Reduction in Use of Primary Problem red. freq. use	Arrested for DUII Offenses During Treatment	Abstinent/ Drug Free 30 Days Prior to Discharge	Participation in Self-Help Groups During Treatment	Referral in the Continuum of Care to AorD Agencies	Referral to Self-Help Groups
78	DUII Convicted Level II							
	Minimal Standard	45% complete	60% reduce	85% NOT arrested	40% abs/d.f.	40% participate		
	Desirable Standard	50% complete	65% reduce	90% NOT arrested	45% abs/d.f.	45% participate	N/A	N/A
	Superior Standard	55% complete	70% reduce	95% NOT arrested	50% abs/d.f.	50% participate		
59	Methadone Maintenance							
	Minimal Standard	30% complete			35% abs/d.f.			
	Desirable Standard	35% complete	N/A	N/A	45% abs/d.f.	N/A	N/A	N/A
	Superior Standard	40% complete			55% abs/d.f.			
71	CIRT							
	Minimal Standard	60% complete			70% abs/d.f.	90% participate	60% referred	12% referred
	Desirable Standard	65% complete	N/A	N/A	75% abs/d.f.	95% participate	65% referred	15% referred
	Superior Standard	70% complete			80% abs/d.f.	100% participate	70% referred	18% referred

Title XIX REVENUE ALLOCATION AGREEMENT Attachment C
SPECIAL CONDITIONS

1. CONTRACTOR agrees to provide COUNTY with a copy of the Professional Remittance Advice, which accompanies payment from Adult and Family Services Division (AFSD), within five (5) days of receipt. CONTRACTOR agrees to provide such additional billing and service documentation as the COUNTY may reasonably require.
2. CONTRACTOR agrees to provide COUNTY with written notification when eighty (80) percent of its revenue allocation is reached.
3. Title XIX revenue allocation may be increased via the following procedures:
 - a) CONTRACTOR will make written application to COUNTY for an amendment increasing Title XIX revenue allocation when there is evidence that the Title XIX revenue allocation will be exceeded. The COUNTY may reduce other state-administered funds listed on page one (1) of the Multnomah County Social Services Division Subcontract Agency Agreement when increasing Title XIX revenue allocation. This reduction in state-administered funds will be in proportion to the prevailing General Fund Match rate at the time the amendment is processed. This reduction may be carried forward to ensuing fiscal years.
 - b) In the event that CONTRACTOR's Medicaid payments exceed the contracted allocation, COUNTY may unilaterally adjust CONTRACTOR's State General Fund allocation in order to provide sufficient Medicaid match. Monthly advances may be adjusted in anticipation of any required match adjustments.
 - c) COUNTY will review and either approve or disapprove request to modify Title XIX revenue allocation.
4. COUNTY reserves the right to increase or decrease CONTRACTOR's Title XIX revenue allocation with written notice to CONTRACTOR.
5. CONTRACTOR agrees that if its Title XIX revenue allocation is obtained and there are no funds available to increase its allocation, CONTRACTOR will cease billing AFSD for services rendered Title XIX-eligible clients but will continue to serve Title XIX-eligible clients at no cost to the client.
6. CONTRACTOR agrees to provide the COUNTY with a copy of its standard agency admission policy and schedule of fees and charges.
7. CONTRACTOR will comply with standards, rules, and procedures defined by OAR 309-16-000 through 309-16-115.
8. CONTRACTOR will inform Multnomah County Social Services Division of all utilization reviews five (5) days prior to such reviews being held.

9. CONTRACTOR will send results of each utilization review to Multnomah County Social Services Division within ten (10) days after the review.
10. CONTRACTOR will submit HCFA Form 1500 to AFS for reimbursement.
11. CONTRACTOR will submit to COUNTY the Oregon Community Mental Health Annual Cost Statement with Title XIX revenues shown in the Service Elements listed above in accordance with where the Title XIX revenue was generated.
12. The number of clients to be served by use of Title XIX funds is in addition to clients served by the other funds shown in Part I of this contract, "Services Under Reimbursement".
13. The CONTRACTOR agrees to reimburse the COUNTY for claims which exceed the allocation under this Title XIX Revenue Allocation at the COUNTY's request in a manner specified by the COUNTY.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Tom Ten Eyck
Agency Executive Director

_____ Date

By Norma D. Jaeger 5-15-89
Norma D. Jaeger, Manager Date
Alcohol and Drug Program

By _____
Agency Board Chairperson

_____ Date

By _____
Gary W. Smith, Director Date
Social Services Division

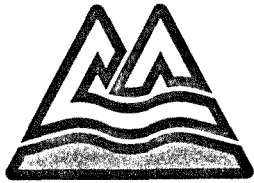
By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel Date

[2765Z]



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Grant Nelson, Acting Director
Department of Justice Services
610 SW Alder, Suite 515
Portland, OR

Dear Mr. Nelson:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

Request of the Director of Justice Services for)
approval of Budget Modification DJS #29)
reclassifying two positions in the Sheriff's)
Office: Program Manager I to Program Manager II,)
and transferring \$1,349 from Corrections)
Facilities Division to Corrections Programs)
Division; and Financial Technician to Financial)
Specialist, and transferring \$2,471 from)
Corrections Facilities Division to Fiscal Unit) R-21

Commissioner Kafoury moved, duly seconded by Commissioner Anderson, that the above-entitled matter be approved.

Sheriff Robert Skipper said that he believes the reclassification is justified because the Program Manager I supervises approximately 68 people involving 10 functions.

The motion was considered, and it is unanimously

ORDERED that said request be approved, and budget modification implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Budget
Finance
Sheriff's Office
Employee Services

BUDGET MODIFICATION NO. DJS#29

(For Clerk's Use) Meeting Date 6/15/89
Agenda No. X-21

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 15, 1989
(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT R. Showalter

TELEPHONE 255-3600

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Reclassification of a Program Manager I to a Program Manager II, and reclassification of a Financial Technician to a Financial Specialist I in the Sheriff's Office budget.
(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reclass the Program Manager I position to a Program Manager II position beginning 1/1/89. This position is budgeted in the Corrections Programs Division. \$1,349 will be transferred from the Corrections Facilities Division to fund this reclass.

This modification will also reclass a Financial Technician position to a Financial Specialist I beginning 1/24/89. This position is budgeted in the Sheriff's Office Fiscal Unit. \$2,471 will be transferred from the Corrections Facilities Division to fund this reclass.

Both of these reclasses have been recommended by Jerry Bittle, Personnel Analyst.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) \$ _____
(Date) After this modification \$ _____

Originated By <u>Gale Phipps</u>	Date <u>6/1/89</u>	Department Director <u>Graham</u>	Date <u>6/5/89</u>
Finance/Budget <u>Kathy Linker</u>	Date <u>6/5/89</u>	Employee Relations <u>Gerald W. Bittle</u>	Date <u>6-5-89</u>
Board Approval <u>Jane McLawm</u>	Date <u>June 15, 1989</u>	Sent Budget 777-89665	

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE_____

ACCOUNTING PERIOD _____

BUDGET FY_____

Document
Number

Action Fund

Agency

Organi-
zation

Activity

Reporting
Category

Object

Current
Amount

Revised
Amount

Change
Increase
(Decrease)

Sub-
Total

Description

[illegible]

TOTAL EXPENDITURE CHANGE

C

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY_____

Document
Number

Action Fund

Agency

Organi-
zation /

Activity

Reporting Category 5

Revenue
Source

Current
Amount

Revised
Amount

Change
Increase
(Decrease)

Sub-
Total

Description

[illegible]

TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DJS #29

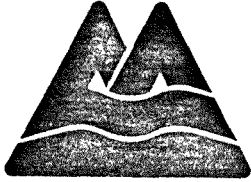
5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
(1)	Financial Technician	(20,385)	(5,149/3,011)	(28,545)
1	Financial Specialist I	25,364	6,407/3,147	34,918
(1)	Program Manager I	(43,200)	(10,912/4,696)	(58,808)
1	Program Manager II	45,331	11,450/4,755	61,536
	TOTAL CHANGE (ANNUALIZED)	7,110	1,796/195	9,101

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
Full time	Delete .44 FTE Finance Tech.	(8,969)	(2,266/1,325)	(12,560)
Full time	Add .44 FTE Financial Spec. I	10,899	2,754/1,378	15,031
Full time	Delete .5 FTE Prog. Mgr. I	(21,079)	(5,325/2,334)	(28,738)
Full time	Add .5 FTE Prog. Mgr. II	22,133	5,591/2,363	30,087
Full time	Delete Permanent in Facilities	(2,984)	(754/82)	(3,820)
	Totals	0	0/0	0

JUN 05 1989



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934
(503) 248-3300

OFFICE OF THE DIRECTOR	(503) 248-3303
PLANNING & BUDGET	(503) 248-3883
COUNTY COUNSEL	(503) 248-3138
EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

MEMORANDUM

TO: William Wood, Program Manager, MCSO
FROM: *JB* Jerry Bitle, Personnel Analyst
DATE: April 4, 1989
SUBJECT: Reclassification Request

Based on our conversation regarding your position, your staff's responsibilities and after review of your job analysis questionnaire, I am recommending that your classification be changed from Program Manager I to Program Manager II.

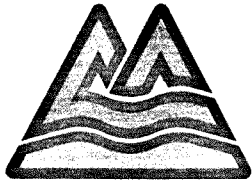
Your duties and responsibilities appear broader in scope and more complex than those of a Program Manager I. The addition of new programs over the past two years further justifies a higher classification.

If you would like additional information or have any questions, please call me at 248-5015.

5887F/JB/kd

cc: Sally Anderson
Janet Jaron

*4/10/89
eff. 4/10/89
date -
to date from -*



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934
(503) 248-3300

OFFICE OF THE DIRECTOR
PLANNING & BUDGET (503) 248-3303
COUNTY COUNSEL (503) 248-3883
EMPLOYEE SERVICES (503) 248-3138
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
(503) 248-5135

MEMORANDUM

TO: Laura Harryman
Fiscal Unit, MCSO

FROM: Jerry Bittle, *Jerry* Personnel Analyst

DATE: May 9, 1989

SUBJECT: Reclassification Request

Based on our conversation, the material you provided and your job analysis questionnaire, I am recommending that your classification be upgraded to that of Financial Specialist I.

The duties you perform and your budgetary responsibilities are consistent with those listed in the classification specification for Financial Specialist I.

If you would like additional information or have any questions, please call me at 248-5015.

6372F/JB/ac

cc: Sally Anderson
Dick Showalter

June 15, 1989

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

PLANNING & BUDGET

BUDGET MODIFICATION DJS #19

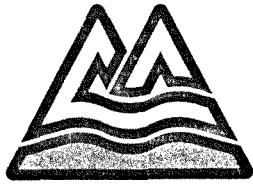
approved

R-21

CLERK OF
COUNTY COMMISSIONERS
1989 JUL 14 PM 2:22
MULTNOMAH COUNTY
OREGON



Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
• DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Grant Nelson, Acting Director
Department of Justice Services
610 SW Alder, Suite 515
Portland, OR

Dear Mr. Nelson:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

In the matter of ratification of an Intergovern-)
mental Agreement with the State Department of)
Corrections, providing for the transfer of State)
Department of Corrections employees to Community)
Corrections Division, as per ORS 236.610 to)
provide services under Structured Supervision)
program funded by Federal Grant R-22)

Upon motion of Commissioner Kafoury, duly seconded by
Commissioner Bauman, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Community Corrections

DATE SUBMITTED June 7, 1989

(For Clerk's Use)

Meeting Date 6/15/89
Agenda No. K-22

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement with DOC

Informal Only* June 13, 1989
(Date)

Formal Only June 15, 1989
(Date)

DEPARTMENT Justice Services DIVISION Community Corrections

CONTACT Harley Leiber TELEPHONE 248-3980

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harley Leiber

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Provides for transfer of State Department of Corrections employees to Community Corrections Division, as per ORS 236.610 to provide services under Structured Supervision program funded by Federal grant.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

☒ PERSONNEL
☒ FISCAL/BUDGETARY
☐ General Fund

☒ Other Federal grant

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER (Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DJ3# 15
FY 89-90

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement
- ☐ Construction

Amendment # _____ to Contract # _____

Amendment # _____ to Contract # _____

Contact Person Harley Leiber Phone 248-3980 Date 6/6/89

Department Justice Services Division Community Corrections Bldg/Room 106/1500

Description of Contract Provides for transfer of State Department of Corrections employees to Multnomah County Community Corrections Division, as per ORS 236.610, for purposes of providing services under Structured Supervision program funded by Federal Grant.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ FBE ☐ QRF

Contractor Name Dept. of Corrections
Mailing Address 2575 Center Street, NE
Salem, OR 97310
Phone 378-2467
Employer ID# or SS# _____

Effective Date July 1, 1989
Sept. 30, 1990 or
Termination Date Termination of Federal Grant

Original Contract Amount \$ 0

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Terms

- ☐ Lump Sum \$ _____
- ☐ Monthly \$ _____
- ☐ Other \$ _____

☐ Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head [Signature]

Date 6-6-89

Purchasing Director
(Type II Contracts Only)

Date _____

County Counsel [Signature]

Date 6-6-89

Budget Office [Signature]

Date 6/7/89

County Executive/Sheriff _____

Date _____

TRANSACTION CODE		P.O		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION	
																		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER		FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/ DEC IND			
	200150		156	020	2336									\$ n/a					
														\$					
														\$					
														\$					
														\$					

MULTNOMAH COUNTY
DEPARTMENT OF JUSTICE SERVICES
COMMUNITY CORRECTIONS DIVISION
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of July 1, 1989, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, hereinafter referred to as County, and the Oregon Department of Corrections, hereinafter referred to as State.

WHEREAS the County will, on July 1, 1989, assume responsibility for the administration of the Structured Supervision program, funded by a Federal Anti-Drug Abuse block grant, and

WHEREAS the Structured Supervision program had been administered by the State prior to that date, and

WHEREAS several State employees now occupy positions in the Structured Supervision program, and

WHEREAS those State positions will become County positions on July 1, 1989, and

WHEREAS Section 236.610 of the Oregon Revised Statutes describes the transfer of employees between governments when one government body assumes responsibility for functions

2
INTERGOVERNMENTAL AGREEMENT

which were previously the responsibility of another government body,

NOW THEREFORE, pursuant to ORS 190.110, and in consideration of the mutual promises made herein, the parties agree as follows:

1. State employees who now occupy positions in the structured supervision program shall notify County by June 12, 1989 if they intend to transfer to County employment on July 1, 1989, pursuant to the provisions of ORS 236.610.
2. Said notification shall include an election to continue in the PERS retirement system with Police and Fire benefits, if the employee was covered under the Police and Fire benefits provisions of PERS while employed by the State.
3. The sick leave of the transferring employees which was accumulated during their period State employment will not be transferred to the County, but will be used to calculate "final average salary" for retirement benefits.
4. Transferring State employees shall maintain their seniority pursuant to the provisions of ORS 236.620 (3).
5. The State shall pay transferring employees for accrued vacation leave at the time of termination.
6. The County shall not accept the transfer of accumulated

unused vacation leave, but will allow up to two (2) weeks leave without pay for transferring employees during the first twelve (12) months of their employment with the County.

7. Transferring State employees shall accumulate paid vacation and sick leave on the same basis as other County employees in the same class with the same amount of seniority.

8. Transferring state employees shall be paid at the same rate as other County employees in the same class with the same amount of seniority.

9. Transferring State classified employees shall be entitled to all employment rights provided by statute, collective bargaining agreements with AFSCME, and personnel rules of the County.

10. This agreement shall terminate when Federal funding for the program expires. At that time, the County may continue the Structured Supervision program with other sources of revenue, in which case the employees occupying positions in that program would continue as County employees. If the County elects not to continue the program after Federal funding expires, affected employees would have reemployment rights with the State as per ORS 236.640.

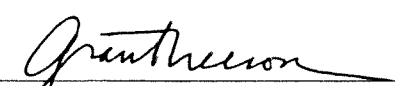
INTERGOVERNMENTAL AGREEMENT

Chair
Multnomah County
Board of County Commissioners

Administrator
State of Oregon
Department of Corrections

Date

Date



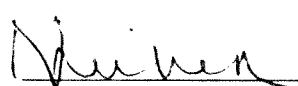
Director
Multnomah County
Department of Justice Services

Regional Chief
Northwest Region
State of Oregon
Department of Corrections

6/6/89

Date

Date

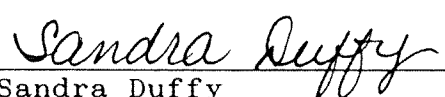


Director
Multnomah County
Community Corrections Division
06/06/89

Date

Approved as to form:

Approved as to legal
sufficiency:



Sandra Duffy
Assistant County Counsel

Attorney General



Office of Criminal Justice Coordinator

155 COTTAGE STREET NE, SALEM, OREGON 97310-0310 PHONE (503) 378-4123

March 29, 1989

Harley Leiber
Multnomah County Corrections
1120 SW 5th Avenue, Room 1500
Portland, Oregon 97204

Dear Mr. Leiber:

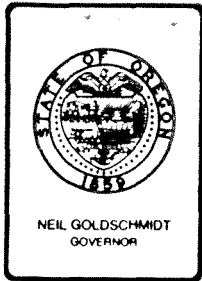
I am writing to acknowledge the receipt and approval of your request for funding the Structured Supervision Program. The award amount will be \$140,000 for the three-month continuation period. Although decisions have not yet been finalized on the FY 89 appropriations, your program will certainly be considered.

I will be contacting Steve LaMarche to discuss the necessary adjustments that need to be made. Please call me at 373-1509 if you have any questions.

Sincerely,

John Walch
Grants Administrator

JW1465



Office of Criminal Justice Coordinator

155 COTTAGE STREET NE, SALEM, OREGON 97310-0310 PHONE (503) 378-4123

May 17, 1989

Harley Leiber, Manager
Multnomah County Corrections
1100 SW 4th, Room 1500
Portland, OR 97204

Dear Harley:

I am pleased we were able to discuss the Multnomah County Structured Supervision Program.

The purpose of this letter is to confirm our discussions with respect to the federal funding of that program. As we discussed several weeks ago, since the total amount of federal anti-drug abuse money given to the state has been reduced by approximately 30 percent in Fiscal Year 1989 (starting October 1, 1989), you can anticipate a 30 percent reduction from the federal funds allocated to this program in Fiscal Year 1987 and 88. I am unable to give you the precise dollar figure, but you can be assured that the project will be funded at the highest level possible.

Should you have any additional questions with respect to this matter, please feel free to give me a call.

Very truly yours,

Robert A. Jackson
Coordinator of Criminal Justice

RAJ1691

cc: Tom Imeson
Cory Streisinger

MULTNOMAH COUNTY COMMUNITY CORRECTIONS DIVISION

STRUCTURED SUPERVISION PROGRAM

Structured Supervision is a federally funded program that targets high risk, drug-abusing offenders on parole and probation in Multnomah County. The program includes an Intensive Supervision Unit (6 Probation Officers, 1 Supervisor, and 1 Office Assistant) and contract drug treatment services designed to work with that Unit.

Structured Supervision was originally proposed and developed by the Community Corrections Division to be operated in cooperation with State Field Services. The program began on 7/1/88 with the State as grantee, managing the client supervision function, and the County as sub-grantee, managing program services.

Beginning 7/1/89 and continuing through 9/30/90, the Community Corrections Division will administer the entire grant. That will require an Intergovernmental Agreement to describe the transfer of up to 6 FTE from the State to the County. Such transfers are covered under ORS 236.610 to 236.650. The Intergovernmental Agreement offered for Board approval was prepared with the assistance of County Counsel and Employee Relations. Key provisions are:

1. State employees transfer with full credit for their seniority in determining their County salary and accrual of sick and vacation leave.
2. State employees who were eligible for PERS P&F coverage must receive such coverage under County employment.
3. The Agreement terminates at the expiration of federal funding. Transferred employees would then have reemployment rights with the State.

Note that as per ORS 236.620 (3), no regular employee of the County shall be demoted or laid off by reason of the seniority granted to transferring employees.

The Division feels that Structured Supervision is a valuable program. To date, 79% of the clients have shown satisfactory progress after 6 months of supervision, compared to 53% of a control group of similar offenders.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
DISTRICT 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 15, 1989

Mr. Grant Nelson, Acting Director
Department of Justice Services
610 SW Alder, Suite 515
Portland, OR

Dear Mr. Nelson:

Be it remembered, that at a meeting of the Board of County Commissioners held June 15, 1989, the following action was taken:

First Reading - An Ordinance amending Multnomah)
County Code 2.30.300, relating to the Department)
of Justice Services; and declaring an emergency)
R-23)

First Reading - An Ordinance amending Multnomah)
County Code Chapter 2.30, relating to Justice)
Services; and declaring an emergency R-24)

First Reading - An Ordinance amending Multnomah)
County Code 2.30.010, relating to definitions;)
and declaring an emergency R-25)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Kafoury, it is unanimously

ORDERED that the above-entitled ordinances be continued one
week to Thursday, June 22, 1989 at 9:30 AM.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: County Counsel

R-23
Revised

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

ORDINANCE NO. _____

An ordinance amending Multnomah County Code Chapter 2.20,
relating to Justice Services, and declaring an emergency.

Multnomah County ordains as follows:

Section 1. Office of Justice Planning.

The Office of Justice Planning is established. It
shall:

(A) Coordinate the various components of the
Multnomah County criminal justice system, consistent with the
legal responsibilities of elected officials and the separation
of the branches of government;

(B) Monitor and coordinate the implementation of a
uniform, integrated criminal justice information and data
analysis system;

(C) Develop and provide accurate and uniform
criminal justice information and data analysis to the County
Chair, the Board of Commissioners and the Justice Coordinating
Council;

(D) Assist the Board of Commissioners in developing
and implementing county-wide criminal justice policies. The
District Attorney and the Sheriff retain operational policy
authority for their offices;

(E) Prepare, and advise the Chair and the Board of
Commissioners concerning, fiscal analyses of annual budgets and
budget modifications of the Department of Justice Services, the
Sheriff's Office and the District Attorney's Office for
furtherance of the Board's criminal justice policies. The
Sheriff and the District Attorney shall retain their
independence to develop and present their budgets to the Chair
and the Board of County Commissioners;

(F) Review, and advise the Chair and the Board of
Commissioners regarding, grants proposals and requests for
outside funding by the Department of Justice Services, the
Sheriff's Office and the District Attorney's Office to ensure
that the funding obtained by one agency does not impact

negatively on others. The Sheriff and the District Attorney retain their independence to seek grants and outside funding, subject to the Chair's and Board of Commissioner's contract approval authority.

(G) Coordinate and staff the activities of the Justice Coordinating Council.

Section 2. Codification

The provisions of Section 1 shall be added to and made a part of MCC Chapter 2.20.

Section 3. Adoption

This ordinance, being necessary for the health, safety and general welfare of the people of Multnomah County, an emergency is declared and the ordinance shall take effect upon its execution by the County Chair, pursuant to Section 5.50 of the Multnomah County Charter.

Approved this _____ day of _____, 1989.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Gladys McCoy
County Chair

REVIEWED:

Laurence Kressel
County Counsel

June 15, 1989

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Bauman, on a roll call vote, the following matter was considered by unanimous consent:

In the matter of Support for the City of)	ORDER
Portland's Three Year Public Safety Levy)	#89-119
R-26)	

Commissioner Kafoury moved, duly seconded by Commissioner Bauman, that the above-entitled matter be approved.

Commissioner McCoy said the "Now, therefore be it resolved" paragraph reads: "by the Multnomah County Board of Commissioners that the voters of Portland are urged to approve the City of Portland's public safety levy which will appear on the June 27th ballot".

The motion was considered and on a roll call vote, it is unanimously

ORDERED that said Order be approved. (Chair)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of

)Support for the
)City of Portland's
)three year public safety levy.

WHEREAS the city of Portland has submitted to the voters a three year serial levy to pay for improvements to the emergency communication system; and

WHEREAS the Bureau of Emergency Communications provides emergency call receiving and dispatch services to all citizens of Multnomah County; and

WHEREAS investment in the emergency communication system will improve the efficiency of the system and is projected to generate some savings over continued operation of present dated systems; and

WHEREAS it is appropriate to provide for capital acquisitions such as those contemplated through serial levy,

NOW, THEREFORE, BE IT RESOLVED, by the Multnomah County Board of Commissioners that the voters of Portland are urged to approve the City of Portland's public safety levy which will appear on the June 27th ballot.

ADOPTED this _____ day of _____, 198__.

MULTNOMAH COUNTY, OREGON

By

Gladys McCoy, County Chair

REVIEWED:

BY

Laurence Kressel, County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

426 PG
DRAFT

In the Matter of

)In the matter of Board support
)for the City of Portland
)three year public safety levy.

WHEREAS the city of Portland has submitted to the voters a three year serial levy to pay for improvements to the emergency communication system; and

WHEREAS the Bureau of Emergency Communications provides emergency call receiving and dispatch services to all citizens of Multnomah County; and

WHEREAS the investments in the emergency communication system will improve the efficiency of the system and are projected to generate some savings over continued operation of present dated systems; and

WHEREAS it is appropriate to provide for capital acquisitions such as those contemplated through serial levy; and

NOW, THEREFORE, BE IT RESOLVED, by the Multnomah County Board of Commissioners that we urge the voters of Portland to approve the City of Portland's public safety levy which will appear on the June 27th ballot.

ADOPTED this _____ day of _____, 198__.

MULTNOMAH COUNTY, OREGON

By

Gladys McCoy, County Chair

REVIEWED:

BY



CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC SAFETY

Dick Bogle, Commissioner
1220 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-4682

FACTS ABOUT THE CITY'S PROPOSED \$7.5 MILLION PUBLIC SAFETY LEVY

How would the money be spent?

1. Enhanced 911 telephone answering system. Cost: \$1,800,000.
Benefits: E-911 would automatically register the caller's phone number and address, so that even a small child, or someone who is unable or afraid to talk, or someone who does not speak English, could dial 911 and bring help. It also would tell the operator which Police, Fire and EMS district the caller is in.
2. Computer-Aided Dispatch (CAD) system. Cost: \$2,150,000.
Benefits: CAD would replace computers which run the Police and Emergency Medical Service (EMS) dispatch system, and computerize Fire dispatch for the first time. The existing computer system is overloaded. The new system would allow the Police to direct patrols more effectively. It would free 16 uniformed fire fighters from dispatch duty by placing dispatch in the hands of civilians.
3. Emergency vehicle communications. Cost: \$2,440,000.
Benefits: Mobile Digital Terminals (MDTs) would be installed in Police and Fire vehicles, relieving pressure on radio frequencies and giving officers in the field direct access to crime files. MDTs would increase the efficiency of officers, freeing more time for street patrols, and would prevent criminals from monitoring Police calls. Included in this expenditure are automatic vehicle locators and computerized mapping, both of which would further increase efficiency.
4. Management information systems. Cost: \$1,075,000.
Benefits: These systems would allow Police, Fire and Bureau of Emergency Communications (911) management to track work and allocate resources more effectively and efficiently, and to meet state requirements for record-keeping. They would allow for better information sharing between City, County and State criminal justice systems.
5. Project management expenses. Cost: \$200,000. This is the amount allocated for the hiring of a project manager and various technical consultants.

How much would this levy cost the homeowner?

It would add about 17 cents per \$1,000 of assessed valuation to the City's tax rate. This would cost the owner of a \$60,000 home approximately \$10.20 per year over the three years of the levy.

CAPTION

THREE-YEAR SERIAL LEVY FOR EMERGENCY COMMUNICATION SYSTEM

QUESTION

Shall Portland levy \$2,500,000 each year for three years outside tax base for police and fire communication system beginning 1989-90?

PURPOSE

This measure would allow a tax levy of \$2,500,000 each year for three years. This levy is for the City's public safety communication system and related equipment. Some of the money would be used to buy computer-aided dispatch systems, and to put computer terminals in fire trucks and police cars, and to improve 911 service. Some of the money would be used to buy a management information system.

The total amount of money that would be raised by the levy is \$7,500,000. The levy would expire in three years.

It is estimated that the tax impact of this measure will be 17¢ per thousand dollars of assessed valuation. The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information from the County Assessor at the time of estimate.

The levy is outside the limitation provided in the Oregon Constitution.

The Oregonian

FRIDAY, JUNE 9, 1989

Yes to public safety levy

Portland could hire a lot more police officers and firefighters and still get less on-street, in-neighborhood protection than Ballot Measure 26-1 would provide. That is why voters should say "yes" to the \$7.5 million property tax levy in the June 27 special election. Consider what Measure 26-1 would buy:



- The enhanced 911 telephone system (\$1.8 million). Small children and people severely injured or under duress could simply dial the number, say nothing and yet get a police, fire or medical emergency response because their address would flash immediately on a dispatcher's computer-terminal screen.

- A computer-aided dispatch system (\$2.15 million). It would replace the overworked, inadequate and varied systems that now serve police, fire and emergency medical service. It would free for fire protection the 16 experienced firefighters now required to dispatch and guide responses. It also would allow police to direct patrols more effectively.

- Mobile digital terminals, automatic vehicle locators and computerized mapping (\$2.44 million). Police and firefighters would have direct access via computer terminals in their vehicles to the information they need. Instead of waiting up to 20 minutes to run a suspect check through a radio dispatcher and at least two hand-punched computers, a patrolman could access the information directly from the field. Firefighters seeking information about

hydrants, exits, hazards and, particularly, hazardous materials could get it en route to a fire scene.

- A management-information system (\$1.08 million). This could improve coordination with other criminal-justice systems. It also would allow the 911 agencies to meet state requirements for record-keeping without hiring additional clerical personnel at the expense of on-street safety budgets.

If voters approve Measure 26-1, Portland taxpayers can expect a double benefit: increased efficiency from today's overworked police, fire and emergency dispatch forces; and, not insignificantly, avoidance of some future public safety costs because of that increased efficiency. Where Portland might otherwise have to add 200 information-dispatch employees in the next decade, 100 might do the job with the new systems.

Yet, the City Council isn't really asking for a "Star Wars" system. The technology has existed for some time. Portland would simply be on the cutting edge in putting the components of the levy package together in a comprehensive system.

The three-year levy would cost 17 cents per \$1,000 of property value, or approximately \$10.20 a year on a home appraised at \$60,000. That's less than their monthly cable-TV bill.

Improved public safety is cheap at almost any price in a community with Portland's nationally notorious crime rate. The public safety levy, though, deserves voter support also as a wise investment in current efficiency and future cost-avoidance.

The Oregonian enthusiastically urges a "yes" vote on Measure 26-1 at the polls June 27.

PUBLIC SAFETY COMMUNICATIONS PROJECT
Projected Expenses

03-May-89

	One-time Cost	Annual Costs	Annual Savings
	-----	-----	-----
1. Enhanced 9-1-1	\$1,800,000	\$924,000	\$0
2. Computer-Aided Dispatch			
Police	\$1,850,000		
Fire/EMS	300,000		

Total CAD	\$2,150,000	\$0	\$400,000
3. Emergency Vehicle Communications			
Mobile Digital Terminals			
Police (150 vehicles)	\$750,000		
Fire (75 vehicles)	375,000		
Station/Precinct/BOEC Equip.	115,000		
Automatic Vehicle Locator	500,000		
Computerized Mapping	700,000		

Total Emer Vehicle Comms	\$2,440,000	\$150,000	\$360,000
4. Management Information Systems			
Police	\$225,000		
Fire	175,000		
BOEC	675,000		

Total Mgt Info Systems	\$1,075,000	\$65,000	\$0
5. Project Management Expenses			
Direct--Project Mgr/Consultant	\$150,000		
Indirect--Gen Fund Overhead	50,000		

Total Project Mgt Expenses	\$200,000	\$0	\$0
Total Project Expenses	\$7,665,000		

Notes:

1. Enhanced 9-1-1 operating costs are expected to be approximately \$85,000 per month, compared with the \$8,000 per month spent for the current system.
2. Approximately \$400,000 in annual savings are attributed to the CAD system because it allows the merger of Fire, EMS, and/or Police dispatch functions.

PUBLIC SAFETY COMMUNICATIONS PROJECT
Projected Expenses

03-May-89

Notes, continued:

3. Part of the savings attributed to the MDT's are avoided costs in BOEC due to reduced staffing at the "service desk," which handles informational requests such as license checks. Due to increasing call volume, the Bureau expects to require additional staffing in future years; the purchase and effective use of Police MDT's would mitigate those increases by approximately \$210,000 per year. In addition, the Police Bureau estimates that savings in Police Data Technicians will be at least \$150,000 per year.
4. The annual costs for the MIS, MDT's, and other new equipment are based on the assumption that annual maintenance costs will approximate 6% of the original cost of the equipment. In the case of the CAD system, the maintenance cost for the new equipment is offset by the approximately \$125,000 being spent annually to maintain the current CAD system, so there is no net increase.

Public Safety Capital Fund
4-Year Pro Forma

03-May-89

	FY 89-90	FY 90-91	FY 91-92	FY 92-93	Total
<hr/>					
RESOURCES					
Beginning Balance:	0	1,796,000	537,000	86,000	
Revenues:					
Current Year Property Taxes	2,275,000	2,275,000	2,275,000	0	6,825,000
Prior Year Property Taxes	0	112,000	168,000	196,000	476,000
Interest Earnings	96,000	194,000	56,000	18,000	364,000
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues:	2,371,000	2,581,000	2,499,000	214,000	7,665,000
Total Resources Available:	2,371,000	4,377,000	3,036,000	300,000	
REQUIREMENTS					
Expenses:					
Enhanced 9-1-1	0	300,000	1,200,000	300,000	1,800,000
CAD System	500,000	1,000,000	650,000	0	2,150,000
Emer Vehicle Communications	0	2,440,000	0	0	2,440,000
Mgmt Information Systems	0	0	1,075,000	0	1,075,000
Project Management Expenses					
Direct	75,000	75,000	0	0	150,000
Indirect	0	25,000	25,000	0	50,000
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses:	575,000	3,840,000	2,950,000	300,000	7,665,000
Ending Balance:	1,796,000	537,000	86,000	0	

Assumptions:

- * \$2,500,000 gross levy in each of the first three years.
- * 91% first-year collection of property taxes owed; thereafter, 50% of each year's outstanding balance is collected.
- * 8% interest earnings on fund balances.
- * Expense estimates current as of May 1989; subject to change.
- * Contingencies will be included in budget but are not shown above.