

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

6/22/95

NAME

ADDRESS

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

6/22/95

NAME

ADDRESS

Richard E. Wadman

STREET

1414 SE Taylor St.

CITY

ZIP

Portland

97214

I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

EXCLUSION ORDERS

R-1

NONE

#3

PLEASE PRINT LEGIBLY!

AT END OF
REGULAR MEETING
(10:35 am)

MEETING DATE

6/22/95

NAME

Laurie Voss

ADDRESS

15446 NW Cornelius Pass

STREET

Portland

CITY

97231

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

Rails to Trails - Metro - May 17 - Vote -

ANNOTATED MINUTES

Tuesday, June 20, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

- B-1 Update on 1995 Oregon Legislative Session. Presented by Rhys Scholes, Gina Mattioda and Laurie Beth English.

RHYS SCHOLES, LAURIE BETH ENGLISH AND GINA MATTIODA PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER ADVISED A BOARD BRIEFING IS SCHEDULED FOR THURSDAY, JULY 13, 1995 REGARDING TRANSPORTATION/BRIDGE FINANCING ISSUES.

- B-2 Portland State University School of Urban and Public Affairs Proposal for the Design and Implementation of a Computer Simulation Model that will Focus on System Impact Issues. The Model is Designed to Track Populations Between Components of the System and Focus on Major Links by which Offenders Flow into and out of the System. Presented by Norm Monroe, Dr. Barry Anderson, Dr. David Blanchard and Dr. Annette Jolin.

NORM MONROE, DAVID BLANCHARD, BARRY ANDERSON AND ANNETTE JOLIN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. PRESENTERS TO FURNISH BOARD WITH ADDITIONAL INFORMATION AND TO MEET WITH COMMISSIONER KELLEY TO FURTHER ADDRESS HER QUESTIONS AND CONCERNS PRIOR TO THURSDAY.

Thursday, June 22, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Vice-Chair Sharron Kelley convened the meeting at 9:34 a.m., with Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present, and Chair Beverly Stein excused.

CONSENT CALENDAR

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Ratification of Intergovernmental Agreement Contract 104125 Between the City of Portland and Multnomah County, Providing Funding for Homeless Youth Shelter Services Operated by Community Based Organizations, for the Fiscal Year July 1, 1994 through June 30, 1995
- C-2 Ratification of Intergovernmental Agreement Contract 100836 Between Multnomah County and Oregon Health Sciences University, Providing \$205,902 in Video Poker Monies to Purchase DUII Diversion and Rehabilitation Services, Gambling Addiction Treatment, and Outpatient Drug and Alcohol Treatment Services for County Clients, for the Period July 1, 1995 through June 30, 1996
- C-3 Ratification of Intergovernmental Agreement Contract 101446 Between Multnomah County and University Hospital, to Purchase Mental Health Services for Children on a Requirement Basis and Authorizing Contractor to Bill State for Title XIX Services, for the Period July 1, 1995 through June 30, 1996
- C-4 Ratification of Intergovernmental Agreement Contract 101476 Between Multnomah County and Oregon Health Sciences University, to Purchase Mental Health Services for Children and Adults on a Requirement Basis and Authorizing Contractor to Bill State for Title XIX Services, for the Period July 1, 1995 through June 30, 1996
- C-5 Ratification of Intergovernmental Agreement Contract 102196 Between Multnomah County and Oregon Health Sciences University, School of Nursing, to Purchase Mental Health Services for Children on a Requirement Basis and Authorizing Contractor to Bill State for Title XIX Services, for the Period July 1, 1995 through June 30, 1996
- C-6 Ratification of Intergovernmental Agreement Contract 102256 Between Multnomah County and Mt. Hood Community College, for the Purchase of a Manufactured Building to House Head Start Early Childhood Education Services, and the Provision of Parents as Teachers (PAT) Curriculum in Cooperation with the Local Family Center, for the Period July 1, 1995 through June 30, 1996
- C-7 Ratification of Intergovernmental Agreement Contract 102356 Between Multnomah County and Portland Public School District, to Purchase Screening Kids, Informing Parents (SKIP) Health and Developmental Screenings, and

Tender Loving Care/Think and Try (TLC/TnT) Summer Program Services for Children, Youth and Their Families, for the Period July 1, 1995 through June 30, 1996

NON-DEPARTMENTAL

- C-8 Ratification of Intergovernmental Agreement Contract Amendment 500016-1 Between the Office of State Fire Marshal, the City of Gresham and Multnomah County, for Participation in the Regional Hazardous Materials Emergency Response Team Services, for the Period July 1, 1995 to June 30, 1997

REGULAR AGENDA

PUBLIC COMMENT

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

RICHARD KOENIG COMMENTED IN OPPOSITION TO FAMILY SERVICES MEDIATION PROCESS. RICHARD WALTON COMMENTED IN OPPOSITION TO A COURT PROCESS RESULTING IN ISSUANCE OF A RESTRAINING ORDER AND EXCLUSION FROM THE COURTHOUSE. VICE-CHAIR KELLEY SUGGESTED THAT MR. WALTON SPEAK WITH COURT ADMINISTRATOR DOUG BRAY.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, CONSIDERATION OF THE FOLLOWING WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- UC-1 Ratification of Intergovernmental Agreement Contract 102306 Between Multnomah County and the State of Oregon Mental Health and Developmental Disability Services Division, Awarding Funds for the Provision of Alcohol and Drug, Developmental Disabilities, and Mental Health Services, for the Period July 1, 1995 through June 30, 1997

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF UC-1. KATHY TINKLE EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

- R-2 Budget Modification DA 12 Requesting Authorization to Transfer Funds within the DA's General Fund and Special Operations Budgets and Transfer Funds to the County's Capital Improvement Program Fund in Order to Pay for Costs Associated with Remodelling the Eighth Floor of the Courthouse and to Fund a New Copier for the Office

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. TOM SIMPSON EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-3 Ratification of Intergovernmental Agreement Contract 800256 Between Multnomah County, the Port of Portland and the Division of State Lands, to Provide Law Enforcement Services to Specific Islands in the Columbia River, for the Period May 25, 1995 through September 14, 1995

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. LARRY AAB EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-4 Request for Approval of a Notice of Intent to Apply for an 18 Month Grant from the Office of Justice Programs for Federal Funds to Support Enhanced Drug Treatment Services in the S.T.O.P. Drug Diversion Program

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. SUSAN KAESER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. CARY HARKAWAY TO FURNISH ADDITIONAL INFORMATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF LIBRARY SERVICES

- R-5 Budget Modification DLS 1 Requesting Authorization for Reclassification of a Library Clerk 1 to a Library Clerk 2 Position within the System Wide Public Services Division Budget

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. SHIRLEE ROBERTSON AND BECKY COBB EXPLANATION AND RESPONSE TO BOARD

**QUESTIONS. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

- R-6 Budget Modification DLS 2 Requesting Authorization for Reclassification of 2.5 Computer Technician/Library to Library Computer Systems Operator Positions within the System Wide Public Services Division Budget

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-6. MS. ROBERTSON EXPLANATION. BUDGET
MODIFICATION UNANIMOUSLY APPROVED.**

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- R-7 Ratification of Intergovernmental Agreement Contract 104695 Between Multnomah County and the Oregon Department of Human Resources, Providing for the Loan of Juvenile Justice Services Employee Dwayne McNannay to the State to Assist in the Implementation of New Juvenile Justice Legislation, for the Period June 5, 1995 through June 30, 1997

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-7. JOANNE FULLER EXPLANATION AND
RESPONSE TO BOARD QUESTIONS. AGREEMENT
UNANIMOUSLY APPROVED.**

- R-8 Budget Modification JJD 5 Requesting Authorization to Add \$3,500 in State Children's Services Division Funds to Personnel Services, to Cover the Employer Payroll Cost of an Employee Loaned to the State for a Portion of the Month of June, 1995

**MS. FULLER EXPLANATION AND RESPONSE TO
QUESTIONS OF COMMISSIONER SALTZMAN.
FOLLOWING BOARD DISCUSSION AND UPON
MOTION OF COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER COLLIER, BUDGET
MODIFICATION JJD 5 WAS APPROVED, WITH
COMMISSIONERS HANSEN, COLLIER AND KELLEY
VOTING AYE, AND COMMISSIONER SALTZMAN
VOTING NO.**

DEPARTMENT OF AGING SERVICES

- R-9 Budget Modification ASD 9 Requesting Authorization to Move a Position with Aging Services and Add Medicaid Funds and Fine Revenues to the Adult Care Home Program Budget

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-9. KATHY GILLETTE
EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-10 Budget Modification CFSD 10 Requesting Authorization to Reallocate Carryover Revenue Budgeted in Pass Through and Increase the Division and Resource Management Budget by \$19,297 to Fund Domestic Violence Coordinator, Marshall Coordinator and Data Systems Administrator Positions**

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-10. KATHY TINKLE
EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

- R-11 Budget Modification CFSD 11 Requesting Authorization to Increase the Children and Adolescent Mental Health Program Budget by \$194,392 to Reflect Amendments to the Oregon Commission on Children and Families Funding and to Fund a Temporary Program Development Specialist Senior Position through June 30, 1995**

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-11. MS. TINKLE EXPLANATION. BUDGET
MODIFICATION UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-12 Ratification of Intergovernmental Agreement Contract 302215 Between Multnomah County and the City of Fairview, to Develop the City's Seventh Street Extension Project, Providing for Engineering and Design Services, and Optionally for Right of Way Acquisition, Contracting, and Construction Engineering Services**

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-12. CHUCK HENLEY EXPLANATION.
AGREEMENT UNANIMOUSLY APPROVED.**

- R-13 Budget Modification DES 11 Requesting Authorization to Transfer Funds from Various Sources to Increase the Telecommunications Budget by \$345,948 for Voice and Data Wiring Costs Associated with the Move of Assessment and Taxation to the Commonwealth Building**

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-13. KERI HARDWICK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-14 Budget Modification DES 12 Requesting Authorization to Adjust the Federal/State Fund Appropriation within the Land Use Planning Division Budget to Match Actual Expenditures

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-14. MS. HARDWICK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-15 Budget Modification DES 13 Requesting Authorization to Adjust General Fund and Assessment and Taxation Fund Appropriations within the DES Administration Budget to Match Actual Expenditures

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-15. MS. HARDWICK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-16 First Reading of a Proposed ORDINANCE Amending MCC 8.10 Relating to Animal Control, Raising Various Fees and Raising the Minimum Fine Assessed Under MCC 8.10.900(B)

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. DAVE FLAGLER EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER ACKNOWLEDGED STAFF AND COMMITTEE EFFORTS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JUNE 29, 1995.

DEPARTMENT OF HEALTH

- R-17 Budget Modification MCHD 14 Requesting Authorization for Various Classification Changes, Corrections to Various Organizations, Transfer of a Position to Community and Family Services, and Appropriation of an Environmental Protection Agency Grant for Integrated Pest Management

Services Targeted in the King Neighborhood

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-17. TOM FRONK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-18 Confirmation of the Appointments of James McConnell as Director of Aging Services, Lorenzo Poe as Director of Community and Family Services, and Elyse Clawson as Director of Juvenile Justice Services, Effective July 1, 1995

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-18. CURTIS SMITH EXPLANATION. APPOINTMENTS UNANIMOUSLY CONFIRMED.

- R-19 Budget Modification NOND 11 Requesting Authorization to Move \$35,000 to Capital Outlay and \$20,000 to Materials and Services from Personal Services within the Management Support Division Budget

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-19. THERESA SULLIVAN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-20 Budget Modification NOND 14 Requesting Authorization to Transfer \$249,853 from General Fund Contingency to the Library Bond Sinking Fund and Authorizing Payment of Interest Due on the General Obligation Bonds Issued in 1994

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-20. JEAN UZELAC AND DAVE WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-21 RESOLUTION in the Matter of Adopting and Defining the Various County Funds

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-21. MS. UZELAC EXPLANATION. MR. WARREN RESPONSE TO QUESTIONS OF

**COMMISSIONER SALTZMAN. RESOLUTION 95-141
UNANIMOUSLY APPROVED.**

- R-22 Ratification of Intergovernmental Agreement Contract 500066 Between Multnomah County and Portland State University, School of Urban and Public Affairs, to Develop and Implement a Computer Model to Assist Decision Makers of the Public Safety and Correctional System with Planning and Management of Offender Populations, for the Period June 1, 1995 through December 31, 1995

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-22. NORM MONROE
EXPLANATION AND RESPONSE TO BOARD
QUESTIONS. COMMISSIONER COLLIER
COMMENTS IN SUPPORT. AGREEMENT
UNANIMOUSLY APPROVED.**

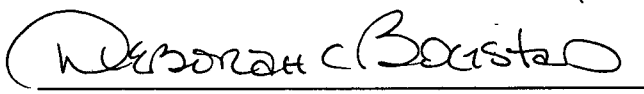
- R-23 RESOLUTION in the Matter of Approving a Negotiating Team for the Second Application Received Under the Multnomah County Strategic Investment Program Policy and Authorizing the Lead Negotiator to Add Up to Two People to the Negotiating Team

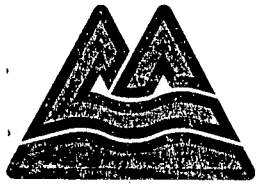
**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-23. SHARON TIMKO EXPLANATION. VICE-
CHAIR KELLEY ACKNOWLEDGED EFFORTS OF
COMMISSIONER COLLIER. RESOLUTION 95-142
UNANIMOUSLY APPROVED.**

**LAURIE VOSS COMMENTED IN OPPOSITION TO
METRO "RAILS TO TRAILS" ISSUE AND RESPONDED
TO BOARD QUESTIONS.**

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

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 19, 1995 - JUNE 23, 1995

Tuesday, June 20, 1995 - 9:30 AM - Board Briefings Page 2

Thursday, June 22, 1995 - 9:30 AM - Regular Meeting Page 2

*Thursday Meetings of the Multnomah County Board of Commissioners are
cablecast live and taped and can be seen by Cable subscribers in Multnomah County
at the following times:*

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

**INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD
CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-
5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.**

Tuesday, June 20, 1995 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Update on 1995 Oregon Legislative Session. Presented by Rhys Scholes, Gina Mattioda, Laurie Beth English and Other Invited Guests. 1 HOUR REQUESTED.*
- B-2 Portland State University School of Urban and Public Affairs Proposal for the Design and Implementation of a Computer Simulation Model that will Focus on System Impact Issues. The Model is Designed to Track Populations Between Components of the System and Focus on Major Links by which Offenders Flow into and out of the System. Presented by Norm Monroe, Dr. Barry Anderson, Dr. David Blanchard and Dr. Annette Jolin. 30 MINUTES REQUESTED.*
-

Thursday, June 22, 1995 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Ratification of Intergovernmental Agreement Contract 104125 Between the City of Portland and Multnomah County, Providing Funding for Homeless Youth Shelter Services Operated by Community Based Organizations, for the Fiscal Year July 1, 1994 through June 30, 1995*
- C-2 Ratification of Intergovernmental Agreement Contract 100836 Between Multnomah County and Oregon Health Sciences University, Providing \$205,902 in Video Poker Monies to Purchase DUII Diversion and Rehabilitation Services, Gambling Addiction Treatment, and Outpatient Drug and Alcohol Treatment Services for County Clients, for the Period July 1, 1995 through June 30, 1996*
- C-3 Ratification of Intergovernmental Agreement Contract 101446 Between Multnomah County and University Hospital, to Purchase Mental Health Services for Children on a Requirement Basis and Authorizing Contractor to Bill State for Title XIX Services, for the Period July 1, 1995 through June 30, 1996*

- C-4 *Ratification of Intergovernmental Agreement Contract 101476 Between Multnomah County and Oregon Health Sciences University, to Purchase Mental Health Services for Children and Adults on a Requirement Basis and Authorizing Contractor to Bill State for Title XIX Services, for the Period July 1, 1995 through June 30, 1996*

- C-5 *Ratification of Intergovernmental Agreement Contract 102196 Between Multnomah County and Oregon Health Sciences University, School of Nursing, to Purchase Mental Health Services for Children on a Requirement Basis and Authorizing Contractor to Bill State for Title XIX Services, for the Period July 1, 1995 through June 30, 1996*

- C-6 *Ratification of Intergovernmental Agreement Contract 102256 Between Multnomah County and Mt. Hood Community College, for the Purchase of a Manufactured Building to House Head Start Early Childhood Education Services, and the Provision of Parents as Teachers (PAT) Curriculum in Cooperation with the Local Family Center, for the Period July 1, 1995 through June 30, 1996*

- C-7 *Ratification of Intergovernmental Agreement Contract 102356 Between Multnomah County and Portland Public School District, to Purchase Screening Kids, Informing Parents (SKIP) Health and Developmental Screenings, and Tender Loving Care/Think and Try (TLC/TnT) Summer Program Services for Children, Youth and Their Families, for the Period July 1, 1995 through June 30, 1996*

NON-DEPARTMENTAL

- C-8 *Ratification of Intergovernmental Agreement Contract Amendment 500016-1 Between the Office of State Fire Marshal, the City of Gresham and Multnomah County, for Participation in the Regional Hazardous Materials Emergency Response Team Services, for the Period July 1, 1995 to June 30, 1997*

REGULAR AGENDA

PUBLIC COMMENT

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

DISTRICT ATTORNEY'S OFFICE

- R-2 *Budget Modification DA 12 Requesting Authorization to Transfer Funds within the DA's General Fund and Special Operations Budgets and Transfer Funds to the County's Capital Improvement Program Fund in Order to Pay for Costs Associated with Remodelling the Eighth Floor of the Courthouse and to Fund a New Copier for the Office*

SHERIFF'S OFFICE

- R-3 *Ratification of Intergovernmental Agreement Contract 800256 Between Multnomah County, the Port of Portland and the Division of State Lands, to Provide Law Enforcement Services to Specific Islands in the Columbia River, for the Period May 25, 1995 through September 14, 1995*

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-4 *Request for Approval of a Notice of Intent to Apply for an 18 Month Grant from the Office of Justice Programs for Federal Funds to Support Enhanced Drug Treatment Services in the S.T.O.P. Drug Diversion Program*

DEPARTMENT OF LIBRARY SERVICES

- R-5 *Budget Modification DLS 1 Requesting Authorization for Reclassification of a Library Clerk 1 to a Library Clerk 2 Position within the System Wide Public Services Division Budget*
- R-6 *Budget Modification DLS 2 Requesting Authorization for Reclassification of 2.5 Computer Technician/Library to Library Computer Systems Operator Positions within the System Wide Public Services Division Budget*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- R-7 *Ratification of Intergovernmental Agreement Contract 104695 Between Multnomah County and the Oregon Department of Human Resources, Providing for the Loan of Juvenile Justice Services Employee Dwayne McNannay to the State to Assist in the Implementation of New Juvenile Justice Legislation, for the Period June 5, 1995 through June 30, 1997*
- R-8 *Budget Modification JJD 5 Requesting Authorization to Add \$3,500 in State Children's Services Division Funds to Personnel Services, to Cover the Employer Payroll Cost of an Employee Loaned to the State for a Portion of the Month of June, 1995*

DEPARTMENT OF AGING SERVICES

- R-9 *Budget Modification ASD 9 Requesting Authorization to Move a Position with Aging Services and Add Medicaid Funds and Fine Revenues to the Adult Care Home Program Budget*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-10 *Budget Modification CFSD 10 Requesting Authorization to Reallocate Carryover Revenue Budgeted in Pass Through and Increase the Division and Resource Management Budget by \$19,297 to Fund Domestic Violence Coordinator, Marshall Coordinator and Data Systems Administrator Positions*

- R-11 *Budget Modification CFSD 11 Requesting Authorization to Increase the Children and Adolescent Mental Health Program Budget by \$194,392 to Reflect Amendments to the Oregon Commission on Children and Families Funding and to Fund a Temporary Program Development Specialist Senior Position through June 30, 1995*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-12 *Ratification of Intergovernmental Agreement Contract 302215 Between Multnomah County and the City of Fairview, to Develop the City's Seventh Street Extension Project, Providing for Engineering and Design Services, and Optionally for Right of Way Acquisition, Contracting, and Construction Engineering Services*
- R-13 *Budget Modification DES 11 Requesting Authorization to Transfer Funds from Various Sources to Increase the Telecommunications Budget by \$345,948 for Voice and Data Wiring Costs Associated with the Move of Assessment and Taxation to the Commonwealth Building*
- R-14 *Budget Modification DES 12 Requesting Authorization to Adjust the Federal/State Fund Appropriation within the Land Use Planning Division Budget to Match Actual Expenditures*
- R-15 *Budget Modification DES 13 Requesting Authorization to Adjust General Fund and Assessment and Taxation Fund Appropriations within the DES Administration Budget to Match Actual Expenditures*
- R-16 *First Reading of a Proposed ORDINANCE Amending MCC 8.10 Relating to Animal Control, Raising Various Fees and Raising the Minimum Fine Assessed Under MCC 8.10.900(B)*

DEPARTMENT OF HEALTH

- R-17 *Budget Modification MCHD 14 Requesting Authorization for Various Classification Changes, Corrections to Various Organizations, Transfer of a Position to Community and Family Services, and Appropriation of an Environmental Protection Agency Grant for Integrated Pest Management Services Targeted in the King Neighborhood*

NON-DEPARTMENTAL

- R-18 *Confirmation of the Appointments of James McConnell as Director of Aging Services, Lorenzo Poe as Director of Community and Family Services, and Elyse Clawson as Director of Juvenile Justice Services, Effective July 1, 1995*
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- R-21 *RESOLUTION in the Matter of Adopting and Defining the Various County Funds*
- R-22 *Ratification of Intergovernmental Agreement Contract 500066 Between Multnomah County and Portland State University, School of Urban and Public Affairs, to Develop and Implement a Computer Model to Assist Decision Makers of the Public Safety and Correctional System with Planning and Management of Offender Populations, for the Period June 1, 1995 through December 31, 1995*
- R-23 *RESOLUTION in the Matter of Approving a Negotiating Team for the Second Application Received Under the Multnomah County Strategic Investment Program Policy and Authorizing the Lead Negotiator to Add Up to Two People to the Negotiating Team*



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

SUPPLEMENTAL AGENDA

Thursday, June 22, 1995 - 9:30 AM

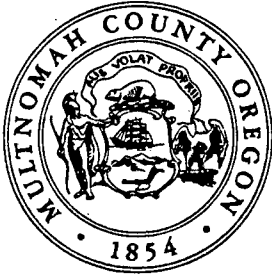
*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

UNANIMOUS CONSENT ITEM

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

UC-1 Ratification of Intergovernmental Agreement Contract 102306 Between Multnomah County and the State of Oregon Mental Health and Developmental Disability Services Division, Awarding Funds for the Provision of Alcohol and Drug, Developmental Disabilities, and Mental Health Services, for the Period July 1, 1995 through June 30, 1997

1995-2.AGE/dlb/63



Beverly Stein, Multnomah County Chair

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

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

MEMORANDUM

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

FROM: Lyne Martin

DATE: April 17, 1995

RE: Beverly's Absence from Board Meeting

Beverly will be in Washington DC attending a Labor Task Force Conference May 15-17 and also June 22-23 so she will be unable to attend the BCC Board Meeting's on Tuesday May 16 and Thursday June 22nd.

cc: Delma Farrell
Bill Farver
Chair Staff

BOARD OF
COUNTY COMMISSIONERS
1995 APR 17 PM 2:41
MULTNOMAH COUNTY
OREGON



MEETING DATE: JUN 2 2 1995

AGENDA NO: C-1
(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: ^{of} Revenue Agreement From City ~~for~~ Portland, Bureau of Housing and Community Development, To Community and Family Services Division, for Homeless Youth Shelter Services

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____
Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/James Edmondson TELEPHONE: 248-3691
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/James Edmondson

ACTION REQUESTED:

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

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

The Community and Family Services Division has received a revenue agreement from the City of Portland, Bureau of Housing and Community Development, which allocates \$153,149 in City Housing and Community Development and General Funds for shelter services for homeless youth. These funds pay for day and night shelter programs operated by community based organizations.

This agreement is an annual renewal of an ongoing commitment between the City and County to provide homeless youth services. Per long-standing agreement, the City helps fund homeless services and the County plans and administers service programs.

6/22/95 Cilla Murray pick up/officials

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN - 7 AM 11:04
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe ms*
Community and Family Services Division
DATE: May 22, 1995
SUBJECT: Annual Renewal Revenue Agreement From City of Portland, Bureau of Housing and Community Development: Homeless Youth Shelter Services

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the revenue agreement from the City of Portland, for the period July 1, 1994 through June 30, 1995.

The contract was received for processing in late November. Processing has been delayed pending discussions over terms and conditions.

II. Background/Analysis: The Community and Family Services Division has received an annual renewal revenue agreement from the City of Portland, Bureau of Housing and Community Development, which funds night and day shelter programs for homeless youth. These are ongoing programs operated by community-based organizations, currently Janus Youth Programs (night shelter) and Outside In (day shelter). Under a long-term agreement, the City helps fund these programs while the County both funds and administers them.

III. Financial Impact: The revenue agreement is for \$153,149. These funds are already included in the Division's FY 1994-95 budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: Services for homeless youth reflect County priorities on healthy growth and development for youth, public safety, access to health and mental health services, housing stabilization, and intergovernmental coordination.

VII. Citizen Participation: Administration of homeless youth services receives citizen oversight from the provider networks, Community Action Commission, and Multnomah Commission on Children and Families.

VIII. Other Government Participation: This contract reflects an ongoing partnership between the City of Portland and Multnomah County, to jointly and in a coordinated way, address issues of homeless youth.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104125

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>6/22/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: _____

Division: Community & Family Services

Date: May 22, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691-6296

Bldg/Room: 161/2nd

Description of Contract:

Revenue agreement for homeless youth shelter services.

RFP/BID #: _____

Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR # _____

Contractor is ☐ JMBE ☐ JWBE ☐ JQRF

<p>Contractor Name: City of Portland, BHCD</p> <p>Mailing Address: 808 SW 3rd, #600</p> <p style="padding-left: 40px;">Portland, OR 97204</p> <p>Phone: (503)823-2381</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1994</p> <p>Termination Date: June 30, 1995</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 153,149</p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ Per Invoice _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: *Solanzo Poe mrs* Date: 5/30/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Galt* Date: 6/11/95

County Chair/Sheriff: *Sharron Kelley* Date: 6/22/95
Sharron Kelley, Vice-Chair

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1380			2100			PDX Emerg Shelter	\$153,149	

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

AGREEMENT NO.

An agreement between the City of Portland (City) and Multnomah County (County) for \$153,149 to provide the Homeless Youth Shelter.

RECITALS:

1. There is a need to provide shelter and related services to homeless youth in the Portland area.
2. Several public and private agencies are committed to working together to provide this service to this needy population.
3. Multnomah County has been designated as the public agency to provide youth services in the Portland area.
4. The County has conducted a bidding process and selected the Janus Youth agency to provide the Homeless Youth Shelter, Street Light.
5. Funding is being provided by the County, the City, United Way and several private funders.
6. The City has committed in the FY 94-95 approved budget \$98,426 in the Housing and Community Development Fund and \$54,723 in the General Fund for the Youth Shelter.
7. The City now desires to enter into a formal agreement with the County in the amount of \$153,149 based on the budget (Attachment A) so that the County can proceed with this program without delay.

AGREED:

I. Scope of Services

The County will provide the services described below relative to the shelter:

- A. The County will enter into an agreement with Janus Youth to provide the Homeless Youth Shelter, Street Light. Janus Youth will provide 365 nights of shelter for up to 30 youth per night. In addition, the County will track numbers of youth transitioning out of the shelter into a more stable life style.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The shelter will operate seven days a week, 365 days a year, and will provide services to approximately 450 youth (unduplicated).
 1. Two meals per day to youth staying at the shelter.
 2. Provide hygiene, recreation and referral services to youth staying at the shelter.

3. Youth served shall not exceed twenty-one years of age. Youth Shelter staff shall check for run reports on all non-case managed youth under eighteen years of age with the Juvenile Court. Youth with run reports shall not be sheltered at the shelter.
 4. In order to stay at Street Light on an on-going basis, youth must have a client relationship with a case manager outside the shelter and must identify a plan for leaving street life and demonstrate steps toward accomplishing that plan in cooperation with their assigned case manager.
- D. The County will monitor the program to ensure that the program is being provided in a timely and satisfactory manner within the contract terms negotiated between the County and the providing agency.
 - E. Based upon expenditure statements submitted by the agency, the County will charge program operating costs to the City.
 - F. The County will oversee an allocation of \$54,723 to attain as much additional day shelter hours as possible at Outside In.
 - G. The County will not charge the City an administrative or overhead cost for administering this program. The program is a responsibility of the County with the City providing funding to enable its successful outcome.
 - H. The County will provide quarterly reports on the status to the Bureau of Housing & Community Development including at a minimum: number of clients (unduplicated) served; number of shelter nights; and racial data.
 - I. The City, through the Bureau of Housing & Community Development, will provide technical assistance through monitoring and/or upon request of the County.
 - J. Any publicity on the program will mention the City's participation through the Bureau of Housing & Community Development Housing and Community Development Program.

II. Compensation and Method of Payment

The County will be compensated by the City for operating costs of the Emergency Shelter for Homeless Youth Program through the Housing and Community Development Program (\$98,426). The County will be compensated by the City for additional day shelter hours through the General Fund. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment from the providing agency and the agency's monthly reports. Detailed information on how the funding is expended is to be submitted by the County with the request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services, and any other costs directly related to providing the program incurred by the providing agency as

indicated on the attached budget. Total compensation under this agreement shall not exceed ONE HUNDRED FIFTY-THREE THOUSAND, ONE HUNDRED AND FORTY-NINE DOLLARS (\$153,149).

III. Project Manager

- A. The City Project Manager shall be Howard Cutler or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notes referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Reporting Requirements

In addition to the quarterly report, the County will prepare a final year end report summarizing the information on the quarterly reports, total number of youth served and ethnic/ racial data, a narrative on the program and the results of the program and a few narratives on individual clients served.

V. Maintenance of Records

The County is to maintain fiscal and billing related records as required under General Contract Provisions. In addition, the County also is to maintain all records relating to the shelter program including logs and client information on the same schedule as the fiscal reports. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager or other designated persons upon request. At a minimum, records will be reviewed as part of the annual monitoring process.

VI. Schedule and Performance Measures

- A. Street Light provides basic stabilization services, food and shelter to youth.
- B. The following performance measures are guidelines for assessing the effectiveness of services provided to youth who also use the shelter in an efforts to track what happens to downtown homeless youth who are in the service provision system. These performance measures are not the responsibility of Janus Youth.

Number of youth entering transitional housing programs - 45

Number of youth in case management programs - 324

Number of youth receiving Alcohol/Drug assessments - 100

Percentage of youth who use the shelter who enter case management, jobs, and housing programs - 60%.

VII. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation

must be approved by ordinance of the City Council.

E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

H. **MAINTENANCE OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to

which the County was entitled, then the County shall repay the amount of the excess to City.

J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.

L. WORKERS' COMPENSATION INSURANCE.

(a) The County, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of

the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

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

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

- O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(a).** The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

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

Any litigation between the City and the County arising under this contract or out

of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.
- U. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about,

and access to, HUD-funded activities.

- Y. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. INTEGRATION. This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

- BB. FLOOD DISASTER PROTECTION. The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted

housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. TARGETING. The City has designated Target Areas which are to receive focused services for the fiscal year. As appropriate, the County will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to the requirements in Section IV, REPORTING REQUIREMENTS.

- II. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

VIII. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period the County has control over Federal funds, including program income. Work by the County shall terminate as of June 30, 1995.

Dated this _____ day of _____, 1995.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

for Beverly Stein, Chair

APPROVED AS TO FORM:

Jeffrey L. Rogers, City Attorney

Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

May 16, 1994

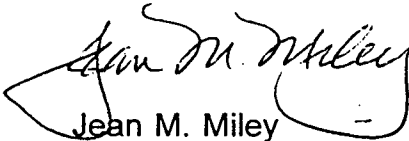
Cilla Murray
Community and Family Services Division
Multnomah County
Bldg. 161/2nd Floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,



Jean M. Miley
Risk Manager

N:\DATA\WP\CENTER\RISK\JM\RISK1

cc: Howard Cutler

Multnomah County Youth Program Office FY 94-95
City of Portland Downtown Displaced Youth Services Funding Request

<u>Service</u> Provider: <i>Program</i>	Program Cost FY 94-95	City Funding Request FY 94-95
<u>Year-Round</u>		
Janus: <i>Streetlight</i>	193,116	98,426
OI: <i>Drop-In Ctr</i>	87,161	50,000
Subtotal	280,277	148,426
<u>Winter</u>		
Janus: <i>Emergency Shelter</i>	41,768	0
OI: <i>Weekend Day Shelter</i>	13,000	0
Subtotal	54,768	0
<u>Miscellaneous</u>		
OI: <i>Drop-In Ctr Move</i>	10,474	4,723
Subtotal	10,474	4,723
TOTAL	345,519	153,149

MEETING DATE: JUN 22 1995

AGENDA NO: C-2

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:
BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: _____ Consent _____

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Chris White

TELEPHONE: 248-3691 x6062

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Agreement allows for the purchase of alcohol and drug services in the form of DUII services, gambling addiction treatment, and alcohol/drug outpatient treatment services. Total funding is \$205,902.

6/22/95 ORIGINALS TO CHRIS WHITE VIA
GAIL MURRAY PICK UP

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF
CLINTON COUNTY
OREGON
1995 JUN 12 PM 1:53



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and OHSU Addictions Treatment and Training Program

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: This agreement is a renewal to purchase DUII diversion and rehabilitation services, gambling addiction treatment, and outpatient drug and alcohol treatment services. This contract allows the contractor to bill for Medicaid eligible clients; these funds do not pass through the County.

III. Financial Impact: This agreement provides \$205,902 in Video Poker monies for Gambling Addiction Treatment. Additional services are provided on a requirements basis. The funding allocated for Medicaid eligible clients does not pass through the County.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation: These contracts are based upon allocations made the by State of Oregon, Office of Alcohol and Drug Programs.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # **100836**
Amendment # _____

Prior Approved Boilerplate Attached

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # C-2 DATE 6/22/95</p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
--	--	---

Department: _____ Division: Community & Family Services Date: _____

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Chris White Phone: 248-3691 ext. 6062 Bldg/Room: 161/2

Description of Contract: **The contract continues the purchase of DUII diversion services, gambling addiction treatment, and alcohol/drug outpatient treatment services.**

RFP/BID #: State Cert, 3P1971 Date of RFP/BID: _____ Exemption Expiration Date: 6/99

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

<p>Contractor Name: Oregon Health Sciences University,</p> <p style="text-align: center;">Addictions Treatment and Training Clinic</p> <p>Mailing Address: 621 SW Alder, Suite 520</p> <p style="text-align: center;">Portland, OR 97204</p> <p>Phone: (503) 494-4745</p> <p>Employer ID# or SS#: 93-6001786W</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$205,902</p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Mo Allot/Per Invoice</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	--

REQUIRED SIGNATURES: Department Manager: Lolenz Poe mas Date: 6/9/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Katie Burtz Date: 6/13/95

County Chair/Sheriff: Sharron Kelley Date: June 22, 1995
Sharron Kelley, Vice-Chair

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
	See	Attached									

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
5/25/95

Contractor : ADDICTIONS TREATMENT & TRAINING
Vendor Code : 623502

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 100836

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1190	A81X	6060	9103S		A&D Vid Poker:Gambling Tx Gambling Addiction Treatment	205,902.00			
156	010	1150	A17H	6060	9101X		A&D SMHD Hearing Impaired Interpreter Service	Requirements			0.00
156	010	1160	A65V	6060	9105F		A&D IV Drug Program Drug Outpatient Coupon/Voucher	Requirements			0.00
156	010	1160	A65V	6060	9107F		A&D CSD Project Team Drug Outpatient Coupon/Voucher	Requirements			0.00
156	010	1160	A68H	6060	9101X		A&D SMHD DUII Info for Hearing Impaired/Non Eng. Speaking	Requirements			0.00
156	010	1160	A68X	6060	9101X		A&D SMHD DUII Information Program	Requirements			0.00
156	010	1170	A69V	6060	9105F		A&D IV Drug Program Synthetic Opiate Coupon/Voucher	Requirements			0.00
156	010	1170	A69V	6060	9107F		A&D CSD Project Team Synthetic Opiate Coupon/Voucher	Requirements			0.00
156	010	1160	A78H	6060	9101X		A&D SMHD DUII Rehab for Hearing Impaired/Non Engl Speaking	Requirements			0.00
156	010	1160	A78X	6060	9101X		A&D SMHD DUII Rehabilitation Program	Requirements			0.00
TOTAL								205,902.00			0.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100836

TERM OF CONTRACT:	From July 1, 1995	To: June 30, 1996
CONTRACTOR NAME:	Oregon Health Sciences University, Addictions Treatment and Training Center	TELEPHONE: 494-4745
CONTRACTOR ADDRESS:	621 SW Alder, Suite 520 Portland, Oregon 97204	IRS NUMBER: 936001786W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Health Sciences University, Addictions Treatment and Training Center, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

•	Part A. Statement of Work	Pages A1 - A3
	Attachment A. Service Elements and Contract Amounts	Attach A, Pages 1 - 2
•	Part B. General Conditions	Pages B1 - B14
•	Part C. Program General Conditions	Pages AD1
•	Part D. Certifications	Pages D1-D7
•	Part E. Signatures	Page E-1

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
ALCOHOL AND DRUG PROGRAMS	
Gambling Addiction Treatment	Outpatient treatment of gambling addiction, including associated alcohol and drug addiction (RFP, 6/99)
DUII Services	Diversion and treatment services for clients referred for driving under the influence (State Certification).
Outpatient Services	State/County billing/payment for outpatient alcohol and drug treatment services.

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall 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, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Alcohol/Drug Diversion	Clients without a subsequent offense during the year following treatment.	75%
Alcohol/Drug Gambling Addiction Treatment	Number and percent of clients entering treatment who complete treatment plans and achieve abstinence or control behavior.	To be determined
Alcohol/Drug Gambling Addiction Treatment	Number and percent of clients completing addiction treatment who have improved Living Stability at time of discharge.	50%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

a. CONTRACTOR agrees to serve adult clients in accordance with priorities in Table A, in conformance with applicable State Administrative Rules and in accordance with Supplemental Schedules A and B, hereby incorporated by reference.

b. CONTRACTOR, as a provider of Occupational Drivers License services, agrees to meet, in addition to the standards listed in Special Condition a. above, Oregon Administrative Rules 415-55-000 through 415-55-035.

TABLE A: ALCOHOL/DRUG PROGRAM SPECIFICATIONS

Service Element	Applicable Administrative Rule	Beds/Slots	Minimum Utilization	Admission/Priority Population
<div>DUII Information Program (A68X)</div> <hr/> <div>DUII Rehabilitation Program (A78X)</div>	OAR 415-54-005 through 415-54-040 and 415-51-000 through 415-51-070 and <u>DUII Program Operations Guide</u> , February 1993, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	ADDICTIONS TREATMENT & TRAINING	Vendor Code : 623502
Contractor Address :	621 SW ALDER SUITE 520 PORTLAND OR 97204	
Telephone : 494-4745	Fiscal Year : 95/96	Federal ID # : 93-6001786

Program Office Name : Alcohol & Drug Adult Residential Treatment

Service Element Name : Hearing Impaired Interpreter Service (A17H); New Service Element

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

Program Office Name : Alcohol & Drug Adult Outpatient Treatment

Service Element Name : Alcohol Outpatient/Adult (A64X); Title XIX

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service		State Fee Sch		8,780.00
Total								\$8,780.00

Service Element Name : Drug Outpatient Coupon/Voucher (A65V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule C		Req't's
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule C		Req't's
Total					Req't's			Req't's

Service Element Name : Drug Outpatient/Adult (A65X); Title XIX

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service		State Fee Sch		35,120.00
Total								\$35,120.00

Service Element Name : DUII Info for Hearing Impaired/Non Eng. Speaking (A68H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule B		Req't's
Total					Req't's			Req't's

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

Contractor Name :	ADDICTIONS TREATMENT & TRAINING	Vendor Code : 623502
Contractor Address :	621 SW ALDER SUITE 520 PORTLAND OR 97204	
Telephone : 494-4745	Fiscal Year : 95/96	Federal ID # : 93-6001786

Program Office Name : Alcohol & Drug Adult Outpatient Treatment

Service Element Name : DUII Information Program (A68X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Schedule A		Reqt's
Total					Reqt's			Reqt's

Service Element Name : DUII Rehab for Hearing Impaired/Non Engl Speaking (A78H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Schedule B		Reqt's
Total					Reqt's			Reqt's

Service Element Name : DUII Rehabilitation Program (A78X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Schedule A		Reqt's
Total					Reqt's			Reqt's

Program Office Name : Alcohol & Drug Methadone Treatment

Service Element Name : Synthetic Opiate Coupon/Voucher (A69V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Schedule C		Reqt's
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Schedule C		Reqt's
Total					Reqt's			Reqt's

Program Office Name : Alcohol & Drug Gambling Addiction Treatment

Service Element Name : Gambling Addiction Treatment (A81X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Mo. Allotment:	Cost Reimbursement				205,902.00
Total								\$205,902.00

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and

further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall 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". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions,

or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in 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 Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. 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 (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive

Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

23. Program Reporting Requirements

- a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.
- b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.
- c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.
- d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

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 ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

25. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

26. Religious Content

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

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

- a. This contract may be terminated by either party by thirty (30) days written notice to the other party.
 - b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
 - 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 - 6) Upon evidence of improper or illegal use of funds provided under this contract.
 - 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
 - c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.
 - d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.
- Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

29. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: ALCOHOL/DRUG PROGRAM

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

2. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, 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.

3. Performance Standards

CONTRACTOR agrees to meet at least the minimum standards for performance for any service element covered under this agreement, in accordance with performance standards detailed in the Alcohol and Drug Manual of Program Instructions.

4. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, 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 required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the 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 for 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.

5. Retention of Revenue and Earned Income

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 services meeting the standards of the State Mental Health and Developmental Disability Services Division and Office of Alcohol and Drug Abuse Programs.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;
- d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY,
ADDICTIONS TREATMENT AND TRAINING CENTER

BY *Laurence Kressel* 6/9/95
Community and Family Services Date
Division Director

BY _____
Agency Authorized Signer Date

for BY *Sharon Kelly* 6/22/95
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *Katie Gaetjens* 6/13/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

COMMUNITY AND FAMILY SERVICES DIVISION
ALCOHOL/DRUG PROGRAM

SUPPLEMENTAL SCHEDULE A
DUII Programs

Service Element	Fund Source	Rate/Unit	Limitations - Maximum Total Payable Per Client	Method & Basis of Payment
-----------------	-------------	-----------	--	------------------------------

DUII Information Program (A68X)	State	\$8.21 per hour	\$98.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
		\$4.11 per hour	\$49.32 per eligible partially indigent client	

DUII Rehabilitation Program (A78X)	State	\$13.67 per hour	\$546.80 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
		\$6.84 per hour	\$273.60 per eligible partially indigent client	

Reimbursement is limited to 12 hours for DUII Information Program (A68X) and 40 hours for DUII Rehabilitation Program (A78X)

COMMUNITY AND FAMILY SERVICES DIVISION
ALCOHOL/DRUG PROGRAM

SUPPLEMENTAL SCHEDULE B
DUII Programs for Hearing Impaired and Non-English Speaking

Service Element	Fund Source	Rate/Unit	Limitations - Maximum Total Payable Per Client	Method & Basis of Payment
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DUII Information Program (A68H) for Hearing Impaired and Non-English Speaking	State	\$33.21 per hour (\$8.21 + \$25 interpreter)	\$398.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
		\$29.11 per hour (\$4.11 + \$25 interpreter)	\$349.32 per eligible partially indigent client	

DUII Rehabilitation Program (A-D 78H) for Hearing Impaired and Non-English Speaking	State	\$38.67 per hour (\$13.67 + \$25 interpreter)	\$1,546.80 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
		\$31.84 per hour (\$6.84 + \$25 interpreter)	\$1,273.60 per eligible partially indigent client	

Reimbursement is limited to 12 hours for DUII Information Program (A68H) and 40 hours for DUII Rehabilitation Program (A78H)

COMMUNITY AND FAMILY SERVICES DIVISION
ALCOHOL/DRUG PROGRAM

SUPPLEMENTAL SCHEDULE C
Coupon/Voucher Outpatient Services

Service Element	Fund Source	Rate/Unit	Limitations	Method & Basis of Payment
Drug Abuse Assessment (A65V)	Federal & CSD	\$17.91 per quarter hour	8 units per day maximum; once per client within 12 months	Reimbursement of Itemized Billing for Actual Services
Individual Therapy * (A65V)	Federal & CSD	\$17.91 per quarter hour	24 units per month maximum	Reimbursement of Itemized Billing for Actual Services
Group Therapy (A65V)	Federal & CSD	\$5.97 per quarter hour	50 units per week maximum	Reimbursement of Itemized Billing for Actual Services
Family Therapy * (A65V)	Federal & CSD	\$17.91 per quarter hour	24 units per month maximum	Reimbursement of Itemized Billing for Actual Services
Urinalysis (A65V)	Federal & CSD	\$17.34 per sample tested	Once per client per seven days	Reimbursement of Itemized Billing for Actual Services
Consultation (A65V)	Federal & CSD	\$17.91 per quarter hour	2 units per week maximum	Reimbursement of Itemized Billing for Actual Services
Methadone Dosing - Dispensing (A69V)	Federal & CSD	\$4.30 per single dosing	7 units per client per week	Reimbursement of Itemized Billing for Actual Services

* Any combination of individual and/or family therapy cannot exceed the maximum of 6 units (1.5 hours) per week total.

ALCOHOL AND DRUG PROGRAM

STATEMENT OF WORK SERVICE DESCRIPTIONS

Fiscal Year 1995-96

Service	State Coding	County Coding	Service Description
Hearing Impaired Interpreter Services	A-D TBA	A17H	Provide financial assistance to alcohol and drug treatment providers for interpreter services for clients who are deaf or hearing-impaired, or limited in English proficiency.
Gambling Addiction Treatment	A-D 49	A81X	Provide non-residential assessment of co-existence of gambling addiction and other problems not limited to but including alcohol and other drug addiction, mental disorders and significant health problems. Provide gambling addiction treatment services. Refer clients, if necessary, for treatment of alcohol and other drug problems, mental health disorders and other health problems.
Enhanced Alcohol and Drug Residential	A-D 59	A59X	Individuals admitted are pregnant women identified through Multnomah County correctional facilities or community corrections programs and are alcohol and/or drug dependent and in need of 24 hour-per-day supervision, treatment, and care.
Alcohol Residential Care-Basic Service	A-D 61	A61X	Individuals admitted are primarily dependent on alcohol and in need of 24 hour-per-day supervision, treatment and care.
•Interpreter	-	A61T	
•Residential Startup	-	A61S	
•African-American Beds	-	A61A	
•Native American Beds	-	A61N	
•Minority Beds	-	A61M	
•Youth Intensive	-	A61Y	
•CSD Beds	-	A61C	
•Adult Intensive	-	A61V	
Drug Residential Care-Basic Service	A-D 62	A62X	Individuals admitted are alcohol and/or drug dependent and in need of 24 hour-per-day supervision, treatment and care.
•Residential Startup	-	A62S	
•Native American Beds	-	A62N	
•Minority Beds	-	A62M	
•CSD Beds	-	A62C	
•Adult Intensive	-	A62V	
Drug Residential - Housing for African American Women	A-D 62	A62A	Individuals admitted are pregnant/parenting African American women involved in the criminal justice system, living in public housing, and are alcohol and/or drug dependent and in need of 24 hour-per-day supervision, treatment and care. Transitional residential services and child care are provided.
Non-Hospital Alcohol Detoxification-Basic Services	A-D 63	A63X	Provide 24 hour-per-day non-hospital evaluation, stabilization, and treatment services for persons suffering from acute alcohol intoxication or alcohol withdrawal symptoms and who are in need of supervision through the withdrawal process. Primary objective is to stabilize the person in order to begin treatment of the alcohol abuse problem or to promote acceptance of appropriate referrals.

Service	State Coding	County Coding	Service Description
Outpatient Alcohol - Adult Basic Services •Homeless Incentive •Youth •African American Slots •Native American Slots •Minority Slots •CSD Slots •Youth Intensive	A-D 64 - - - - - - -	A64X A64H A64Y A64A A64N A64M A64C A64T	Provide non-residential assessment and treatment services for primary alcohol clients who are not in need of 24 hour-per-day supervision for effective treatment of their alcohol abuse. Programs awarded outpatient slots designated for youth must treat clients who are 18 years of age or younger.
Outpatient Drug-Free-Adult Basic Services •Youth •ADAPT •Outpatient Coupon/Voucher •African-American Slots •Native-American Slots •CSD Slots •Minority Slots •Youth Intensive	A-D 65 - - - - - - - -	A65X A65Y A65D A65V A65V A65N A65C A65M A65T	Provide non-residential assessment and treatment services for primary drug clients who are not in need of 24 hour-per-day supervision for effective treatment of their drug abuse. Programs awarded outpatient slots designated for youth must treat clients who are 18 years of age or younger.
Coupon/Voucher Services	A-D 65 A-D 69	A65V A69V	Non-residential alcohol and drug treatment services are provided to specific populations and paid on a fee-for-service basis through a coupon or voucher designating eligibility.
DUII Information Program •Hearing Impaired/ Non-English Speaking	A-D 68 -	A68X A68H	Provide short-term (12 hours minimum) didactic alcohol and drug education programs with an emphasis on the effects of driving under the influence of intoxicants for 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.
Methadone Maintenance	A-D 69	A69X	Provide non-residential assessment and treatment to persons who are not in need of 24 hour-per-day supervision for effective treatment of their opiate dependency.
Prevention and Early Intervention Programs •Student •Recovery •Demonstration Proj. •Columbia Villa •APAC •APAC Staffing	A-D 70 - - - - - -	A70X A70Y A70D A70C A70A A70B	Implement prevention and early intervention projects which add to the continuum of strategies that maximize community commitment and involvement in the reduction of alcohol, tobacco and other drug problems, the reduction of factors predicted to increase such use problems, the reduction of factors predicted to increase such use problems, and increasing the presence of protective factors research demonstrates reduce such problems.

Service	State Coding	County Coding	Service Description
Community Intensive Residential Treatment (CIRT)- Adult Services •Youth	A-D 71 -	A71X A71Y	Provide highly structured alcohol and drug abuse treatment environment on a 24 hour-per-day, 7 days-per-week basis for individuals admitted who are alcohol and/or drug dependent.
Non-Hospital Drug Detoxification	A-D 73	A73X	Provide 24 hour-per-day non-hospital evaluation, stabilization, and treatment services for persons who are suffering from drug addicted or drug withdrawal symptoms and who are in need of supervision through the drug withdrawal episode. Primary objective is to stabilize the person in order to begin treatment of the substance abuse problem.
DUII Rehabilitation Program •Hearing Impaired/ Non-English Speaking	A-D 78 -	A78X A78H	Serve clients who have been charged with driving under the influence of intoxicants (DUII) for the second or subsequent time(s), are determined to be problem drinkers, and have been referred for treatment according to the "criteria for client classification".
Day Treatment for Youth	A-D 80	A80X	Provide 5 days-per-week, 4 hours-per-day of structured therapeutic services for adolescents between the ages of 10 and 17 to assist chemically dependent youth to function without alcohol or drugs in the family, school, and community.
Acupuncture	A-D 84	A84X	Provide acupuncture to individuals addicted to alcohol and/or other drugs of abuse to alleviate discomfort associated with withdrawal or abstinence syndrome and offer intervention to encourage and assist the person to continue alcohol or other drug abuse treatment.
Marijuana Education-Level I - Adult Services •Adult/Adolescent	A-D 87 -	A87D A87E	Provide short term (12 hour minimum) substance abuse education to clients who are offenders charged with unlawful knowing or intentional possession of less than one ounce of marijuana.
Marijuana Treatment-Level II - Adult Services •Adult/Adolescent	A-D 88 -	A88D A88E	Provide a minimum of 40 hours of outpatient therapy and educational services to clients who have been charged with unlawful knowing or intentional possession of less than one ounce of marijuana.
Marijuana Evaluation Specialists	A-D 89	A89X	Provide evaluation of individuals referred by the criminal justice system. Referral of evaluated clients to a program providing appropriate services.
Sobering Services	A-D 93	A93X	Provide 24 hour-per-day, 7 days-per-week facility to manage intoxicated persons, both voluntary and involuntary, and assess medical emergencies of intoxicated individuals.
Methadone Detoxification	A-D 99	A99X	Provide non-residential assessment and treatment to persons who are not in need of 24 hour-per-day supervision for effective treatment of their opiate dependency. Methadone detoxification services may include the administration of prescribed methadone or levo-alpha-acetylmethadol hydrochloride (LAAM) or other synthetic opiate.

MEETING DATE: JUN 22 1995

AGENDA NO: C-3

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Renewal for FY 1995-96 Between Community and Family Services Division and University Hospital, to Purchase Mental Health Services for Children, on a Requirements Basis

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Bob Donough

TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bob Donough

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its agreement with University Hospital, which authorizes reimbursement for provision of mental health services to children. The State pays for services to Medicaid eligible people; the Division pays for services authorized under the childrens managed care program, on a requirements basis. This is an annual contract renewal.

6/22/95 ORIGINALS TO CILLA THURMAN - PICKUP

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe me*
Community and Family Services Division

DATE: June 5, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and University Hospital

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the contract with University Hospital, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division is renewing its agreement with University Hospital, to purchase mental health services for children and to authorize reimbursement from the State for services for Medicaid eligible people. This is one of several contracts with OHSU and its University Hospital for these services; each contract purchases or authorizes reimbursement from a different organizational unit within OHSU.

III. Financial Impact: The contract purchases outpatient mental health services on a requirements basis; funding is included in the Division budget.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: This contract supports the County's benchmarks concerning access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: The contract purchases services from another public body.

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
5/26/95

Contractor : UNIVERSITY HOSPITAL

Vendor Code : GV8863A

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 101446

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1310	C11P	6060	9313X		CMH Partners Partners Outpatient Mental Health				10,000.00
TOTAL								0.00			10,000.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#101446

TERM OF CONTRACT: From July 1, 1995
CONTRACTOR NAME: University Hospital
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road
Portland, Oregon 97201

To: June 30, 1996
TELEPHONE: 503-494-8548
IRS NUMBER: 93-6001786W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and University Hospital, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|-----------------|---------------------------------------|------------------|
| • Part A. | Statement of Work | Pages A1 - A2 |
| • Attachment A. | Service Elements and Contract Amounts | Attach A, Page 1 |
| • Part B. | General Conditions | Pages B1 - B14 |
| • Part C. | Program General Conditions | Pages MH1-2 |
| • Part D. | Certifications | Pages D1-D7 |
| • Part E. | Signatures | Page E-1 |

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
CHILDRENS MENTAL HEALTH PROGRAM	
Managed Mental Health Care	Child/adolescent outpatient services under managed care system. (Title XIX Certification)
Community-Based Services	Child/adolescent mental health services through State billing and payment. (Title XIX Certification)

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall 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, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Childrens Mental Health/Managed and Community Based Care	Consumers of child & adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction Survey.	Baseline to be Determined

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

CONTRACTOR shall comply with Multnomah County Mental Health Program Instructions.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

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

Contractor Name :	UNIVERSITY HOSPITAL	Vendor Code : GV8863A
Contractor Address :	3181 SW SAM JACKSON PARK ROAD FS PORTLAND OR 97201	
Telephone : 494-8548	Fiscal Year : 95/96	Federal ID # : 93-6001786

Program Office Name : CMHYP Managed Mental Health Care

Service Element Name : Partners Outpatient Mental Health (C11P); Includes State Title XIX Services

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service	Reqt's	Per Prog Inst		Reqt's
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Prog Inst		Reqt's
Total					Reqt's			Reqt's

Program Office Name : CMHYP Community Mental Health Treatment

Service Element Name : Child/Adolescent Mental Health (C22X); State Title XIX Services

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service	Reqt's			Reqt's
Total					Reqt's			Reqt's

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and

further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall 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". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions,

or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in 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 Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. 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 (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive

Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

23. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

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 ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

25. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

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

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

26. Religious Content

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

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

- a. This contract may be terminated by either party by thirty (30) days written notice to the other party.
 - b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
 - 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 - 6) Upon evidence of improper or illegal use of funds provided under this contract.
 - 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
 - c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.
 - d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.
- Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

29. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: MENTAL HEALTH

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to report by phone all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. The report should be directed to the Community Mental Health Director; or for adults, the Supervisor of the COUNTY Adult Mental Health Program and for children, the Manager of the Child and Adolescent Mental Health Program.

b. CONTRACTORS of adult mental health services further agree to follow up with a written Critical Incident Report to COUNTY in a timely manner, per current policy and procedures.

c. COUNTY will conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided for in program instructions, 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 and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

4. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, 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 required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the 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 for 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.

5. Retention of Revenue and Earned Income

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 State Mental Health and Developmental Disability Services Division.

6. Title XIX Conditions

If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

- a. CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*.
- b. CONTRACTOR shall comply with OAR 309-16-000 through 309-16-130 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.
- c. CONTRACTOR shall submit the results of each 90-day Utilization Review to the COUNTY, which shall include the Title XIX Utilization Review Report form, a summary of the Content Review, and a summary of the Completeness Review. These items are due ten (10) working days following the Utilization Review date.
- d. CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due with each Utilization Review Report.
- e. CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system.
- f. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

7. Title XIX Conditions for Services for Children and Adolescents

In addition to the conditions for Title XIX above, any CONTRACTOR providing Title XIX funded mental health services to children and adolescents shall meet the following conditions.

- a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health services.
- b. CONTRACTOR shall accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, the CONTRACTOR shall refer the individual to other resources able to provide the appropriate treatment services.
- c. CONTRACTOR shall submit the Medicaid Allocation Utilization Quarterly Report to the COUNTY within ten (10) working days following the close of the report period.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

UNIVERSITY HOSPITAL

BY *Lalenz Poe* 6/6/95 BY _____
Community and Family Services Date Agency Authorized Signer Date
Division Director

BY *Sharon Kelly* 6/22/95 BY _____
for Beverly Stein Date Agency Authorized Signer Date
Multnomah County Chair

REVIEWED

By *Kati Bartz* 6/18/95
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

UNIVERSITY HOSPITAL

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
PARTNERS PROJECT
FISCAL YEAR 1995-1996 CONDITIONS

2 OUTPATIENT SERVICES

2.1 SERVICE DESCRIPTION

2.1.1 CONTRACTOR agrees to provide Outpatient Services to children and adolescents referred by the Partners Project. Outpatient Services consist of screening and intake; treatment evaluation and planning; treatment services and termination and/or transfer.

2.2 DEFINITIONS

In the context of this agreement, the following definitions apply.

2.2.1 The following services are defined using the same definitions, place of service and reimbursement rates as listed in the latest version of Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates:

- a) "Mental Health Assessment"
- b) "Individual Therapy"
- c) "Family Therapy"
- d) "Group Therapy"
- e) "Consultation"
- f) "Medication management"
- g) "Intensive Daily Therapeutic Structure and Support for Children and Adolescents"
- h) "Individual Skills Training for Children and Adolescents"
- i) "Physician Individual Therapy"
- j) "Physician Medication Management"
- k) "Psychiatric Assessments"
- l) "Psychological Assessments"

2.2.3 "Crisis Contact and Follow-up" means non-scheduled client contacts of an emergent nature, usually resulting in consultation or therapy services.

2.2.4. "Family Group Therapy" means the planned treatment of a child's or adolescents's mental health problems as identified by a mental health assessment and listed in the client's treatment plan. Family group therapy differs from family therapy, in that it actively involves members of the immediate or extended family or social network of at least three identified clients. The intended outcome from such family group oriented psychotherapeutic services is the management, reduction or

UNIVERSITY HOSPITAL

resolution of the identified mental health problems of each of the clients, thereby allowing the clients to function more independently, competently and developmentally appropriate in daily life."

- 2.2.5 "Hospital Liaison" means a Contractor staff person identified for the purpose of communication with hospital staff in the event of a client's inpatient hospitalization, usually resulting in consultation and/or service planning.
- 2.2.6 "Managed Care Coordinator" means the Partners Project staff person assigned case coordination and service authorization responsibilities for a specific client.
- 2.2.7 "Missed Appointments" means any appointment for which CONTRACTOR is not receive 24 hour notice of cancellation. The Managed Care Coordinator is to be notified within next working day of a missed appointment.
- 2.2.8 "Plan of Care" means the written document that identifies and prioritizes service goals for a specific Partners Project client. The Plan of Care is the authorizing document for services purchased with Partners Project funds. Each Plan of Care is developed and reviewed by the client's Service Planning Team at least every 90 days. Service goals may address, but are not limited to, the client's mental health issues, residential placement and supports and educational placement and supports. The Plan of Care may include, but is not limited to, a mental health treatment plan, an Individual Educational Plan and/or Juvenile Justice probation plan. Additionally, all service goals describe measurable outcome criteria, timelines for completion and identifies persons responsible for each goal.
- 2.2.9 "Service Planning Team" means a team comprised of a Partners Project client's parent and/or guardian, the Managed Care Coordinator, current direct service providers and significant others involved with the client.
- 2.2.10 "Travel Time" means the actual duration of time expended for a Contractor staff person to travel from the Contractor clinic or office to a community based setting for the intent of service provision related to the treatment process of a specific Partners Project client.
- 2.2.11 "Clinical Case Management" means case management or service coordination activities which are provided by a Qualified Mental Health Professional (QMHP) as defined by OAR 309-16-005 (24) on behalf of a specific client but are not provided directly to the client. Case management services focus on brokerage and coordination among service providers and organizations to enhance the effectiveness and activity of the available treatment

UNIVERSITY HOSPITAL

services to the client. Clinical case management shall be part of a client's written treatment plan.

- 2.2.12 "Medical Family Therapy" means therapy services delivered to family members that includes medication management to the identified client.

2.3 PERFORMANCE REQUIREMENTS

- 2.3.1 CONTRACTOR agrees to conform to OAR 309-32-130 through 309-32-155, "Community Treatment Services," which is being used as the community standard in the absence of an adopted State rule for children. When a new children's community treatment services rule is completed and adopted by the State, it will supersede the Community treatment Services rule used here as a standard for services in this Agreement. CONTRACTOR agrees to conform to OAR 309-16-000 through 309-16-130, "Medicaid Payment for Community Mental Health Services."
- 2.3.2 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR the following documentation regarding the referred child or adolescent: the initial Plan of Care with service authorizations; subsequently every 90-days a Plan of Care and authorizations for services; all evaluation and assessment information as requested and determined relevant.
- 2.3.3 CONTRACTOR agrees to participate in the service planning for each Partners Project client by attending Partners Project Plan of Care meetings at the request and authorization of the Managed Care Coordinator and by maintaining ongoing contact with the Managed Care Coordinator.
- 2.3.4 CONTRACTOR assures that treatment services will be implemented only as developed and pre-authorized in the Partners Project Plan of Care. These services may include, but are not limited to:
- a. Individual, family or group therapy;
 - b. Consultation with schools and other agencies involved with the client and family as pre-authorized by the Managed Care Coordinator;
 - c. Medication monitoring;
 - d. Crisis contacts and crisis follow-up;
 - e. Hospital liaison if client is hospitalized.
 - f. Other services as developed in the Partners Project Plan of Care and pre-authorized by the Managed Care Coordinator.
- 2.3.5 CONTRACTOR agrees to notify the Managed Care Coordinator by the next working day of any client appointment canceled with less than 24 hours prior notice.
- 2.3.6 CONTRACTOR assures that the termination and/or transfer process will be coordinated with the Managed Care Coordinator.

UNIVERSITY HOSPITAL

2.4 SPECIAL REPORTING REQUIREMENTS

- 2.4.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each client's initial 60-day treatment plan that includes a DSM III-R, Axis I-V diagnosis and subsequent 90-day reviews within ten (10) working days from the date of the physician review and signature.

2.5 PAYMENT PROCEDURES

Payments for services to Medicaid eligible individuals will be disbursed by the Oregon Office of Medical Assistance Programs and are based on the rates and definitions of scope, frequency and duration of services as identified in the Mental Health and Developmental Disabilities Services Division document, Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates. These services include:

- a.) Psychiatric Assessment
- b.) Psychological Assessment
- c.) Mental Health Assessment
- d.) Individual Therapy
- e.) Family Therapy
- f.) Group Therapy
- g.) Consultation
- h.) Medication Management
- i.) Group Skills Development
- j.) Intensive Treatment, Structure and Support
- k.) Individual Psychosocial Skills Development
- l.) Physician Individual Therapy
- m.) Physician Medication Management

Payment requests for the above services to Non-Medicaid eligible individuals should be billed to the COUNTY and will be reimbursed according to the rates in the above mentioned document.

COUNTY agrees to pay CONTRACTOR the following rates for services to both Medicaid eligible and Non-Medicaid eligible individuals for services pre-authorized in the Partners Project Plan of Care:

Travel Time	1/2 of therapy rate or \$25, whichever is less.
-------------	---

Missed Appointments	\$35
(When notification was less than 24 hours. The Managed Care Coordinator must be notified by the end of the next working day. Payment for missed appointments will not exceed two appointments per quarter (90 days).	

These services should also be billed directly to COUNTY.

COUNTY agrees to pay CONTRACTOR at the rates listed above for performance of services provided. Payment shall be based upon the following applicable terms:

UNIVERSITY HOSPITAL

- a.) Services performed were pre-authorized by the Managed Care Coordinator. For crisis services the Managed Care Coordinator will authorize crisis outpatient services upon notification by the CONTRACTOR within 24 hours of the next working day following the delivery of the crisis services;
- b.) For mental health assessments a written report must be received prior to any payment for services;
- c.) For mental health services a written initial treatment plan must be received prior to any payment for services;
- d.) For continuing services a written quarterly (90 day) report must be received prior to payment.

CONTRACTOR agrees to submit monthly billings for services provided to Non-Medicaid clients or non-Medicaid reimbursable services to Medicaid clients to the Partners Project no later than 30 days following the month of service.

The billing invoice must include:

- a.) The name of the service recipient;
- b.) The dates of service;
- c.) The type of service;
- d.) The duration of contact;
- e.) The location of service;
- f.) Applicable charges.

Please submit all invoices to:
Partners Project
Billing Section
426 SW Stark, 7th floor
Portland, Oregon 97204

MEETING DATE: JUN 22 1995

AGENDA NO: C-4

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Renewal for FY 1995-96 Between Community and Family Services Division and Oregon Health Sciences University, to Purchase Mental Health Services for Children and Adults, on a Requirements Basis

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Bob Donough

TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bob Donough

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its agreement with Oregon Health Sciences University, which authorizes reimbursement for provision of mental health services to children and adults. The State pays for services to Medicaid eligible people; the Division pays for services authorized under the childrens managed care program, on a requirements basis. This is an annual contract renewal.

6/22/95 ORIGINALS to Cilla TUNNEY/Pick up

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division

DATE: June 5, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and Oregon Health Sciences University

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the contract with Oregon Health Sciences University, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division is renewing its agreement with Oregon Health Sciences University, to purchase mental health services for children and adults and to authorize reimbursement from the State for services for Medicaid eligible people. This is one of several contracts with OHSU and its University Hospital for these services; each contract purchases or authorizes reimbursement from a different organizational unit within OHSU.

III. Financial Impact: The contract purchases day treatment and psychiatric consultation on a requirements basis; funding is included in the Division budget.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: This contract supports the County's benchmarks concerning access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: The contract purchases services from another public body.

(See Administrative Procedures CON-1)

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u></p> <hr/> <p style="text-align: center;">BOARD CLERK</p>

Renews purchase of child/adolescent and adult mental health services and authorization for contractor to bill State for Title XIX services.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name :	Oregon Health Sciences University	Remittance Address (if different)	_____
Mailing Address:	3181 SE Sam Jackson Park Road		_____
	Portland, OR 97201	Payment Schedule	Terms
Phone:	(503)494-4854	[] Lump Sum \$ _____	[] Due on Receipt
Employer ID# or SS#:	93-6001786	[x] Monthly \$ <u>Per Invoice</u>	[] Net 30
Effective Date:	July 1, 1995	[] Other \$ _____	[] Other
Termination Date:	June 30, 1996	[] Requirements contract - Requisition Required	
Original Contract Amount:\$		Purchase Order No. _____	
Total Amt of Previous Amendments:\$		[] Requirements Not to Exceed \$ <u>See Attached</u>	
Amount of Amendment: \$		Encumber: Yes[] No[]	
Total Amount of Agreement:\$	Requirements		

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	Inc/Ded Ind.
								See	Attached		

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COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
5/26/95

Contractor : OREGON HEALTH SCIENCES UNIVERSITY
Vendor Code : 683134

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 101476

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1310	C11D	6060	9313X		CMH Partners Partners Day Treatment	Requirements			10,000.00
156	010	1310	C22P	6060	9313X		CMH Partners Psychiatric Consultation	Requirements			10,000.00
TOTAL								0.00			20,000.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#101476

TERM OF CONTRACT: From July 1, 1995
CONTRACTOR NAME: Oregon Health Sciences University
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road
Portland, Oregon 97201

To: June 30, 1996
TELEPHONE: 503-494-4854
IRS NUMBER: 93-6001786W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Health Sciences University, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|-----------------|---------------------------------------|------------------|
| • Part A. | Statement of Work | Pages A1 - A2 |
| • Attachment A. | Service Elements and Contract Amounts | Attach A, Page 1 |
| • Part B. | General Conditions | Pages B1 - B14 |
| • Part C. | Program General Conditions | Pages MH1-2 |
| • Part D. | Certifications | Pages D1-D7 |
| • Part E. | Signatures | Page E-1 |

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
ADULT MENTAL HEALTH PROGRAM	
Community Based Services	Non-residential mental health services, through State billing and payment. (Title XIX Certification)
CHILDRENS MENTAL HEALTH PROGRAM	
Managed Mental Health Care	Child/adolescent day treatment, and psychiatric consultation, including medical direction. (Title XIX Certification)
Community-Based Services	Child/adolescent mental health services through State billing and payment. (Title XIX Certification)

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall 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, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Adult Mental Health/Community Based Services	To discharge all clients from commitment beds within 7 days from the discharge-eligibility date determined by the Hospital Treatment Team.	All Hospital Discharges, 100%
Childrens Mental Health/Managed and Community Based Care	Consumers of child & adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction Survey.	Baseline to be Determined

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

CONTRACTOR shall comply with Multnomah County Mental Health Program Instructions.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

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

Contractor Name :	OREGON HEALTH SCIENCES UNIVERSITY	Vendor Code : 683134
Contractor Address :	3181 SW SAM JACKSON PARK ROAD PORTLAND OR 97201	
Telephone : 494-4854	Fiscal Year : 95/96	Federal ID # : 93-6001786

Program Office Name : Adult Mental Health Community Based Services

Service Element Name : Non-residential Adult Mental Health Services (M20X); State Title XIX Services/IndoChinese Program

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service				543,324.00
Total								\$543,324.00

Program Office Name : CMHYP Managed Mental Health Care

Service Element Name : Partners Day Treatment (C11D)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Day	120.00	Reqt's
Total						Reqt's		Reqt's

Service Element Name : Psychiatric Consultation (C22P)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Per Prog Inst		Reqt's
Total						Reqt's		Reqt's

Program Office Name : CMHYP Community Mental Health Treatment

Service Element Name : Child/Adolescent Mental Health (C22X); State Title XIX Services/IndoChinese Program

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service	Reqt's	State Fee Sch		Reqt's
Total						Reqt's		Reqt's

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and

further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall 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". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions,

or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in 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 Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. 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 (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive

Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

23. Program Reporting Requirements

- a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.
- b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.
- c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.
- d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

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 ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

25. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

26. Religious Content

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

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

- a. This contract may be terminated by either party by thirty (30) days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
 - 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 - 6) Upon evidence of improper or illegal use of funds provided under this contract.
 - 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
- c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.
- d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

29. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: MENTAL HEALTH

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to report by phone all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. The report should be directed to the Community Mental Health Director; or for adults, the Supervisor of the COUNTY Adult Mental Health Program and for children, the Manager of the Child and Adolescent Mental Health Program.

b. CONTRACTORS of adult mental health services further agree to follow up with a written Critical Incident Report to COUNTY in a timely manner, per current policy and procedures.

c. COUNTY will conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided for in program instructions, 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 and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

4. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, 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 required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the 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 for 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.

5. Retention of Revenue and Earned Income

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 State Mental Health and Developmental Disability Services Division.

6. Title XIX Conditions

If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

- a. CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*.
- b. CONTRACTOR shall comply with OAR 309-16-000 through 309-16-130 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.
- c. CONTRACTOR shall submit the results of each 90-day Utilization Review to the COUNTY, which shall include the Title XIX Utilization Review Report form, a summary of the Content Review, and a summary of the Completeness Review. These items are due ten (10) working days following the Utilization Review date.
- d. CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due with each Utilization Review Report.
- e. CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system.
- f. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

7. Title XIX Conditions for Services for Children and Adolescents

In addition to the conditions for Title XIX above, any CONTRACTOR providing Title XIX funded mental health services to children and adolescents shall meet the following conditions.

- a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health services.
- b. CONTRACTOR shall accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, the CONTRACTOR shall refer the individual to other resources able to provide the appropriate treatment services.
- c. CONTRACTOR shall submit the Medicaid Allocation Utilization Quarterly Report to the COUNTY within ten (10) working days following the close of the report period.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;
- d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal

Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY

BY *Lolenz Poeme* 6/6/95 BY _____
Community and Family Services Date Agency Authorized Signer Date
Division Director

BY *Beverly Stein* 6/22/95 BY _____
for Beverly Stein Date Agency Authorized Signer Date
Multnomah County Chair

REVIEWED

By *Katie Burf* 6/18/95
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
PARTNERS PROJECT
FISCAL YEAR 1995-1996 CONDITIONS

DAY TREATMENT SERVICES - OHSU

6.1 SERVICE DESCRIPTION

6.1.1 Day Treatment Services are mental health treatment programs that provide community-based psychiatric services for children and adolescents with severe mental or emotional disturbances and for their families as an alternative to hospitalization or 24-hour care. Day Treatment Services consist of intake, assessment, and treatment planning; intensive therapy, therapeutic activities and consultation; individualized educational coordination and supports, and termination/transition and follow-up.

6.2 PERFORMANCE REQUIREMENTS

6.2.1 CONTRACTOR agrees to provide Day Treatment Services to children, ages 5 to 7 years, who are accepted for admission and identified as Partners Project clients.

6.2.2 COUNTY assures the Partners Project will notify CONTRACTOR of participating clients within the 1st month of their enrollment in the Partners Project.

6.2.3 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR the following documentation regarding the referred child and adolescent: the initial Plan of Care with service authorizations; subsequently every 90-days a Plan of Care and authorizations for services; all evaluation and assessment information as requested and determined relevant.

6.2.4 CONTRACTOR agrees to conform to the Day and Residential Treatment Services (DARTS) Program Standards and Guidelines.

6.2.5 CONTRACTOR agrees to participate in the service planning for each Partners Project client by attending Partners Project Plan of Care meetings at the request and authorization of the Managed Care Coordinator and by maintaining ongoing contact with the Managed Care Coordinator.

6.2.6 CONTRACTOR assures that services will be implemented as developed and pre-authorized in the Partners Project Plan of Care. These services may include, but are not limited to:

- a) Individual, family, and/or group therapy;

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- b) Crisis contacts and crisis follow-up;
- c) Therapeutic activities conducted in and out of the facility, as appropriate to each individual;
- d) Consultation with other agencies involved with the client and family, if requested by the Managed Care Coordinator;
- e) Other services as developed in the Partners Project Plan of Care and pre-authorized by the Managed Care Coordinator.

6.2.7 CONTRACTOR agrees to participate, cooperate, and support the development and implementation of the Individual Education Plan (I.E.P.) for each Partners Project client.

6.2.8 CONTRACTOR agrees to notify the Managed Care Coordinator on the second day of any two consecutive days of non-excused absence by any Partners Project client.

6.2.9 CONTRACTOR assures that the termination and/or transition process for each Partners Project client will be coordinated with the Managed Care Coordinator.

6.3 SPECIAL REPORTING REQUIREMENTS

6.3.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each Partners Project client's Initial Treatment Plan, that includes a DSM III-R Axis I-V diagnosis, and a copy of each Quarterly Review Plan (90 days) within ten (10) working days from the date of the physician review and signature.

6.4 PAYMENT PROCEDURES

6.4.1 a. Payment by the Partners Project is to be considered payment in full for services rendered with no additional cost to parents or legal guardians.

b. CONTRACTOR will not bill Medicaid for services to Partners Project clients.

c. CONTRACTOR agrees to bill all third-party or other insurance resources prior to billing the Partners Project if the client voluntarily offers this resource to assist with payment.

d. CONTRACTOR agrees to offset charges to the COUNTY by the amount reimbursed by all insurance resources.

6.4.2 COUNTY agrees to pay CONTRACTOR \$120 per day of service enrollment per client. Payment for day treatment is inclusive of all services. Service enrollment means all days in which the day treatment program is open and serving clients. Billable days include CONTRACTOR closure days due to circumstances out of the control of

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the CONTRACTOR, such as closure due to snow.

- 6.4.3 In the event the client is absent for seven (7) consecutive days, the Partners Project will disenroll the client from the CONTRACTOR program effective the eighth (8th) day of absence, unless otherwise authorized by the Managed Care Coordinator.
- 6.4.4 CONTRACTOR agrees that the Initial Treatment Plan must be received prior to any payment for services. For continuing services a written Quarterly Report (90 days) must be received prior to payment.
- 6.4.5 CONTRACTOR agrees to submit a monthly billing invoice for services provided, to the Partners Project, no later than 30 days following the month of service.

The billing invoice must include:

- a) the name of the service recipient;
- b) the type of service;
- c) the date of client enrollment or disenrollment, if applicable for the month;
- d) and all applicable charges.

Submit all invoices to:

Partners Project
Billing Section
426 S.W. Stark, 7th floor
Portland, Or. 97204

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
PARTNERS PROJECT
FISCAL YEAR 1995-1996 CONDITIONS

1 PSYCHIATRIC CONSULTATION

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 SERVICE DESCRIPTION

CONSULTING PSYCHIATRISTS

The Consulting Psychiatrists will provide consultation and psychiatric review to the Partners Project Managed Care Coordinators to insure that all children accepted into the Project receive appropriate evaluations and plans of care. Specific duties include, but are not limited to:

- a) Participation in review of all referrals and development of initial Plan of Care with recommendations for further evaluations;
- b) Face to face assessment interview of some portion of Project referrals at clinical review;
- c) Attendance at Plan of Care meeting or review of Plan of Care developed;
- d) Quarterly Review (90 days) of Plan of Care and authorized signature;
- e) Group and Individual case consultation;
- f) Staff inservice and training;
- g) Bi-weekly meeting with the Project Manager;
- i) Attendance at clinical review meeting one time monthly.

It is anticipated that each Psychiatrist will be assigned to a consistent Managed Care Coordinator Team and will provide the above services both in group and individual settings.

Administrative supervision will be provided by the Medical Director.

MEDICAL DIRECTOR

The Medical Director will provide 20 hours per week of service per the attached position description.

1.1.2 PERFORMANCE REQUIREMENTS

Service performance will conform to OAR 309-16-000 through 309-16-130, "Medicaid Payment for Community Mental Health Services".

OREGON HEALTH SCIENCES UNIVERSITY

1.1.3 PAYMENT PROCEDURES

CONTRACTOR will submit billings for equal monthly allotments of the total Contract amount. Annual hours of service for this Contract period are as follows:

Medical Director: 960 hours at \$75 per hour.

Psychiatric Consultants: 576 hours at \$75 per hour.

Child/Adolescent Fellows: 768 hours at \$35 per hour.

Total actual service hours will be calculated by the COUNTY and payment adjusted, if necessary, at the end of the Contract period.

- 1.1.4 CONTRACTOR will submit psychiatric hours each month to the OHSU billing department. A copy of these hours will be sent with the billing to the COUNTY.

POSITION DESCRIPTION
MCE MEDICAL DIRECTOR

Physician Staffing

Develops and revises physician qualifications statements, job descriptions, performance expectations and evaluations.

Recruits permanent MD staff. Coordinates search/advertising activities; performs initial screening and interviews of applicants; prepares and administers oral examinations (with input from other providers, MCE managers and other staff); receives and evaluates recommendations; verifies credentials; makes hiring decisions (with input from MCE managers and other staff); determines initial salary and status.

Recruits on-call physician staff. Performs search/advertising activities; screens candidates for background/skills/appropriateness for clinic assignments; coordinates orientation; evaluates initial and ongoing clinical performance.

Physician Orientation

Evaluates new physicians' clinical skills and scope of practice. Uses interviews, checklists, direct observation and other techniques to develop assessment of scope of practice and training needs.

Develops clinical orientation plan; works with physician and other staff in scheduling appropriate experiences and educational activities.

With MCE managers and other staff, develops and revises overall physician orientation plan.

Alerts appropriate MCE managers to new physician's specific administrative and programmatic orientation needs.

At their request, assists MCE managers in performing nonclinical orientation activities.

Orients new physicians to productivity expectations.

Reviews, "physicians' roles and responsibilities" document with new physicians.

Physician Evaluation

Evaluates physician's clinical performance. Utilizes chart reviews, direct observation and other techniques to periodically evaluate physician's clinical care performance.

Coordinates overall physician evaluation process. Gathers input re: clinical and nonclinical aspects of performance from staff; writes performance appraisal (with consultation from program manager); schedules evaluation session; presents/negotiates performance appraisal with physician and Program Manager; negotiates physician performance goals and objectives; works with Program Manager in monitoring performance and providing feedback to physician.

With input from other staff, makes decisions on probationary status, disciplinary action and termination of physician; nominates physician staff for awards.

Quality Improvement

Responsible for development and leadership of Quality Improvement (QI) System. Collaborates with the Quality Improvement Coordinator in obtaining input from clinical, supervisory, administrative, and programmatic staff, and in developing overall quality improvement plans; responsible for overseeing and implementation and revision of QI Plan.

Responsible for evaluation of Clinical aspects of client care complaints and suboptimal outcomes. Evaluates complaints, outcomes and relevant clinical data; gives feedback to involved staff; develops recommendations and plans for handling future cases; develops educational objectives/plans to address overall relevant clinical area as necessary.

Clinical Practice

Maintains an active clinical practice of sufficient scope and depth to maintain clinical skills/knowledge and respect of provider staff.

Operations

Participates in secondary review/appraisal of Travel and Training requests; acts as consultant to Program Managers in developing system for review of training program.

Program and Clinical Supervision

Supervises Program and Clinical Managers in clinical and administrative/consultative duties (To be defined).

Consultation

Provides backup to providers. Acts as clinical consultant to requesting providers; acts as consultant to providers on selected administrative issues, e.g., medio-legal problems, "problem patient" management; distributes appropriate clinical literature and educational materials.

At their request, acts as consultant to Program Managers on practice management issues (patient flow, provider time management, etc.); assists in resolution of clinical and selected nonclinical aspects of provider performance.

Develops (with other staff) protocols, standing orders, clinical procedures; works with provider staff, Program Managers, and program staff on implementation.

With MCE Administrators and others, develops overall provider staffing plan for services, including provider mix, provider roles, etc.

Keeps current on legal and regulatory issues related to providers; acts as consultant to MCE staff on these issues; prepares guidelines, policies and procedures related to regulatory issues; responsible for assuring compliance with these provider issues.

Participates with laboratory manager and pharmacy manager in development of policies and procedures related to clinical aspects of pharmacy and laboratory services.

External Representation

Represents MCE in meetings and on appropriate boards, task forces, at request of MCE Administrator; represents MCE provider staff in dealing with appropriate regulatory bodies.

Planning and Analysis

Works with program coordinators in developing the MCE Mental Health Care Plan based on needs/demand assessment, epidemiology of the community and mental health behavior of the community.

With program coordinators, develops and prioritizes clinical objectives for mental health services.

Continuously analyzes operations of services from a provider perspective; works with provider network, MCE program coordinators, and other in developing and refining programs to more effectively achieve clinical objectives.

Budgeting

Works with other members of management team in developing overall MCE budget.

Analyzes cost effectiveness of certain clinical activities and makes suggestions for budgeting priorities based on this analysis.

Qualifications

Board certification as a child and adolescent psychiatrist; a minimum of five years experience in the practice of child and adolescent psychiatry; a relationship with academia, including respected research experiences; well-fundeed knowledge of local, state, and national systems approach to current child mental health practices; experience i the area of teaching and consultation with mental health practitioners.

MEETING DATE: JUN 22 1995

AGENDA NO: C-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Renewal for FY 1995-96 Between Community and Family Services Division and Oregon Health Sciences University School of Nursing, to Purchase Mental Health Services for Children, on a Requirements Basis

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Bob Donough

TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bob Donough

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its agreement with Oregon Health Sciences University School of Nursing, which authorizes reimbursement for provision of mental health services to children. The State pays for services to Medicaid eligible people; the Division pays for services authorized under the childrens managed care program, on a requirements basis. This is an annual contract renewal.

6/22/95 ORIGINALS to Cilla Murray/Pick up

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COMMUNITY
SERVICES
JUN 12 PM 1:10
CLATSOP COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
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DAN SALTZMAN • DISTRICT 1 COMMISSIONER
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: June 5, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and Oregon Health Sciences University, School of Nursing

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the contract with Oregon Health Sciences University, School of Nursing, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division is renewing its agreement with Oregon Health Sciences University School of Nursing, to purchase mental health services for children and to authorize reimbursement from the State for services for Medicaid eligible people. This is one of several contracts with OHSU and its University Hospital for these services; each contract purchases or authorizes reimbursement from a different organizational unit within OHSU.

III. Financial Impact: The contract purchases outpatient mental health services on a requirements basis; funding is included in the Division budget.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: This contract supports the County's benchmarks concerning access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: The contract purchases services from another public body.

(See Administrative Procedures CON-1)

Amendment # _____

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
5/31/95

Contractor : OHSU SCHOOL OF NURSING

Vendor Code : HS5631A

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102196

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQ'T'S ESTIMATE
156	010	1310	C11P	6060	9313X		CMH Partners Partners Outpatient Mental Health				10,000.00
TOTAL								0.00			10,000.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#102196

TERM OF CONTRACT:	From July 1, 1995	To: June 30, 1996
CONTRACTOR NAME:	Oregon Health Sciences University, School of Nursing	TELEPHONE: 503-494-4854
CONTRACTOR ADDRESS:	3181 SW Sam Jackson Park Road	IRS NUMBER: 93-6001786W
	Portland, Oregon 97201	

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Health Sciences University, School of Nursing, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

•	Part A. Statement of Work	Pages A1 - A2
	Attachment A. Service Elements and Contract Amounts	Attach A, Page 1
•	Part B. General Conditions	Pages B1 - B14
•	Part C. Program General Conditions	Pages MH1-2
•	Part D. Certifications	Pages D1-D7
•	Part E. Signatures	Page E-1

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
CHILDRENS MENTAL HEALTH PROGRAM	
Managed Mental Health Care	Child/adolescent outpatient services under managed care system. (Title XIX Certification)
Community-Based Services	Child/adolescent mental health services through State billing and payment. (Title XIX Certification)

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall 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, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Childrens Mental Health/Managed and Community Based Care	Consumers of child & adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction Survey.	Baseline to be Determined

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

CONTRACTOR shall comply with Multnomah County Mental Health Program Instructions.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	OHSU SCHOOL OF NURSING	Vendor Code : HS5631A
Contractor Address :	3181 SW SAM JACKSON PARK ROAD PORTLAND OR 97201	
Telephone : 494-4854	Fiscal Year : 95/96	Federal ID # : 93-6001786

Program Office Name : CMHYP Managed Mental Health Care

Service Element Name : Partners Outpatient Mental Health (C11P); Includes State Title XIX Services

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service	Req't's	Per Prog Inst		Req't's
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Prog Inst		Req't's
Total					Req't's			Req't's

Program Office Name : CMHYP Community Mental Health Treatment

Service Element Name : Child/Adolescent Mental Health (C22X); State Title XIX Services

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	State Payment	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and

further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall 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". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions,

or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in 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 Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. 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 (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive

Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

23. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

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 ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

25. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

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

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

26. Religious Content

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

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

- a. This contract may be terminated by either party by thirty (30) days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
 - 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 - 6) Upon evidence of improper or illegal use of funds provided under this contract.
 - 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
- c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.
- d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

29. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: MENTAL HEALTH

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to report by phone all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. The report should be directed to the Community Mental Health Director; or for adults, the Supervisor of the COUNTY Adult Mental Health Program and for children, the Manager of the Child and Adolescent Mental Health Program.

b. CONTRACTORS of adult mental health services further agree to follow up with a written Critical Incident Report to COUNTY in a timely manner, per current policy and procedures.

c. COUNTY will conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided for in program instructions, 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 and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

4. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, 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 required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the 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 for 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.

5. Retention of Revenue and Earned Income

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 State Mental Health and Developmental Disability Services Division.

6. Title XIX Conditions

If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

- a. CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*.
- b. CONTRACTOR shall comply with OAR 309-16-000 through 309-16-130 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.
- c. CONTRACTOR shall submit the results of each 90-day Utilization Review to the COUNTY, which shall include the Title XIX Utilization Review Report form, a summary of the Content Review, and a summary of the Completeness Review. These items are due ten (10) working days following the Utilization Review date.
- d. CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due with each Utilization Review Report.
- e. CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system.
- f. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

7. Title XIX Conditions for Services for Children and Adolescents

In addition to the conditions for Title XIX above, any CONTRACTOR providing Title XIX funded mental health services to children and adolescents shall meet the following conditions.

- a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health services.
- b. CONTRACTOR shall accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, the CONTRACTOR shall refer the individual to other resources able to provide the appropriate treatment services.
- c. CONTRACTOR shall submit the Medicaid Allocation Utilization Quarterly Report to the COUNTY within ten (10) working days following the close of the report period.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY, SCHOOL OF
NURSING

BY *Solene Poe* 6/6/95 BY _____
Community and Family Services Date Agency Authorized Signer
Division Director Date

BY *Sharon Kelly* 6/22/95 BY _____
for Beverly Stein Date Agency Authorized Signer
Multnomah County Chair Date

REVIEWED

By *Katie Gault* 6/8/95
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6/22/95
DEB ROGSTAD
BOARD CLERK

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
PARTNERS PROJECT
FISCAL YEAR 1995-1996 CONDITIONS
OHSU SCHOOL OF NURSING

2 OUTPATIENT SERVICES

2.1 SERVICE DESCRIPTION

2.1.1 CONTRACTOR agrees to provide Outpatient Services to children and adolescents referred by the Partners Project. Outpatient Services consist of screening and intake; treatment evaluation and planning; treatment services and termination and/or transfer.

2.2 DEFINITIONS

In the context of this agreement, the following definitions apply.

2.2.1 The following services are defined using the same definitions, place of service and reimbursement rates as listed in the current version of the Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates:

- a) "Mental Health Assessment"
- b) "Individual Therapy"
- c) "Family Therapy"
- d) "Group Therapy"
- e) "Consultation"
- f) "Medication management"
- g) "Intensive Daily Therapeutic Structure and Support for Children and Adolescents"
- h) "Individual Skills Training for Children and Adolescents"
- i) "Physician Individual Therapy"
- j) "Physician Medication Management"
- K) "Psychiatric Assessment"
- l) "Psychological Assessment"

2.2.3 "Crisis Contact and Follow-up" means non-scheduled client contacts of an emergent nature, usually resulting in consultation or therapy services.

2.2.4. "Family Group Therapy" means the planned treatment of a child's or adolescents's mental health problems as identified by a mental health assessment and listed in the client's treatment plan. Family group therapy differs from family therapy, in that it actively involves members of the immediate or extended family or social network of at least three identified clients. The intended outcome from such family group oriented psychotherapeutic services is the management, reduction or

resolution of the identified mental health problems of each of the clients, thereby allowing the clients to function more independently, competently and developmentally appropriate in daily life."

- 2.2.5 "Hospital Liaison" means a Contractor staff person identified for the purpose of communication with hospital staff in the event of a client's inpatient hospitalization, usually resulting in consultation and/or service planning.
- 2.2.6 "Managed Care Coordinator" means the Partners Project staff person assigned case coordination and service authorization responsibilities for a specific client.
- 2.2.7 "Missed Appointments" means any appointment for which CONTRACTOR is not receive 24 hour notice of cancellation. The Managed Care Coordinator is to be notified within next working day of a missed appointment.
- 2.2.8 "Plan of Care" means the written document that identifies and prioritizes service goals for a specific Partners Project client. The Plan of Care is the authorizing document for services purchased with Partners Project funds. Each Plan of Care is developed and reviewed by the client's Service Planning Team at least every 90 days. Service goals may address, but are not limited to, the client's mental health issues, residential placement and supports and educational placement and supports. The Plan of Care may include, but is not limited to, a mental health treatment plan, an Individual Educational Plan and/or Juvenile Justice probation plan. Additionally, all service goals describe measurable outcome criteria, timelines for completion and identifies persons responsible for each goal.
- 2.2.9 "Service Planning Team" means a team comprised of a Partners Project client's parent and/or guardian, the Managed Care Coordinator, current direct service providers and significant others involved with the client.
- 2.2.10 "Travel Time" means the actual duration of time expended for a Contractor staff person to travel from the Contractor clinic or office to a community based setting for the intent of service provision related to the treatment process of a specific Partners Project client.
- 2.2.11 "Clinical Case Management" means case management or service coordination activities which are provided by a Qualified Mental Health Professional (QMHP) as defined by OAR 309-16-005 (24) on behalf of a specific client but are not provided directly to the client. Case management services focus on brokerage and coordination among service providers and organizations to enhance the effectiveness and activity of the available treatment

OREGON HEALTH SCIENCES UNIVERSITY

services to the client. Clinical case management shall be part of a client's written treatment plan.

- 2.2.12 "Medical Family Therapy" means therapy and educational services delivered to family members that includes medication management to the identified client.

2.3 PERFORMANCE REQUIREMENTS

- 2.3.1 CONTRACTOR agrees to conform to OAR 309-32-130 through 309-32-155, "Community Treatment Services," which is being used as the community standard in the absence of an adopted State rule for children. When a new children's community treatment services rule is completed and adopted by the State, it will supersede the Community treatment Services rule used here as a standard for services in this Agreement. CONTRACTOR agrees to conform to OAR 309-16-000 through 309-16-130, "Medicaid Payment for Community Mental Health Services."

- 2.3.2 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR the following documentation regarding the referred child or adolescent: the initial Plan of Care with service authorizations; subsequently every 90-days a Plan of Care and authorizations for services; all evaluation and assessment information as requested and determined relevant.

- 2.3.3 CONTRACTOR agrees to participate in the service planning for the referred children and adolescents by attending Partners Project Plan of Care meetings and maintaining ongoing contacts with the Managed Care Coordinator.

- 2.3.4 CONTRACTOR assures that treatment services will be implemented only as developed and pre-authorized in the Partners Project Plan of Care. These services may include, but are not limited to:

- a. Individual, family or group therapy;
- b. Consultation with schools and other agencies involved with the client and family as pre-authorized by the Managed Care Coordinator;
- c. Medication monitoring;
- d. Crisis contacts and crisis follow-up;
- e. Hospital liaison if client is hospitalized.
- f. Other services as developed in the Partners Project Plan of Care and pre-authorized by the Managed Care Coordinator.

- 2.3.5 CONTRACTOR agrees to notify the Managed Care Coordinator by the next working day of any client appointment canceled with less than 24 hours prior notice.

- 2.3.6 CONTRACTOR assures that the termination and/or transfer process will be coordinated with the Managed Care

OREGON HEALTH SCIENCES UNIVERSITY

Coordinator.

2.4 SPECIAL REPORTING REQUIREMENTS

- 2.4.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each client's initial 60-day treatment plan that includes a DSM III-R, Axis I-V diagnosis and subsequent 90-day reviews within ten (10) working days from the date of the physician review and signature.

2.5 PAYMENT PROCEDURES

Payments for services to Medicaid eligible individuals will be disbursed by the Oregon Office of Medical Assistance Programs and are based on the rates and definitions of scope, frequency and duration of services as identified in the Mental Health and Developmental Disabilities Services Division document, Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates. These services include:

- a.) Psychiatric Assessment
- b.) Psychological Assessment
- c.) Mental Health Assessment
- d.) Individual Therapy
- e.) Family Therapy
- f.) Group Therapy
- g.) Consultation
- h.) Medication Management
- i.) Group Skills Development
- j.) Intensive Treatment, Structure and Support
- k.) Individual Psychosocial Skills Development
- l.) Physician Individual Therapy
- m.) Physician Medication Management

Payment requests for the above services to Non-Medicaid eligible individuals should be billed to the COUNTY and will be reimbursed according to the rates in the above mentioned document.

COUNTY agrees to pay CONTRACTOR the following rates for services to both Medicaid eligible and Non-Medicaid eligible individuals for services pre-authorized in the Partners Project Plan of Care:

Travel Time	1/2 of therapy rate or \$25, whichever is less.
-------------	---

Missed Appointments	\$35
(When notification was less than 24 hours. The Managed Care Coordinator must be notified by the end of the next working day. Payment for missed appointments will not exceed two appointments per quarter (90 days).)	

These services should also be billed directly to COUNTY.

COUNTY agrees to pay CONTRACTOR at the rates listed above for

OREGON HEALTH SCIENCES UNIVERSITY

performance of services provided. Payment shall be based upon the following applicable terms:

- a.) Services performed were pre-authorized by the Managed Care Coordinator. For crisis services the Managed Care Coordinator will authorize crisis outpatient services upon notification by the CONTRACTOR within 24 hours of the next working day following the delivery of the crisis services;
- b.) For mental health assessments a written report must be received prior to any payment for services;
- c.) For mental health services a written initial treatment plan must be received prior to any payment for services;
- d.) For continuing services a written quarterly (90 day) report must be received prior to payment.

CONTRACTOR agrees to submit monthly billings for services provided to Non-Medicaid clients or non-Medicaid reimbursable services to Medicaid clients to the Partners Project no later than 30 days following the month of service.

The billing invoice must include:

- a.) The name of the service recipient;
- b.) The dates of service;
- c.) The type of service;
- d.) The duration of contact;
- e.) The location of service;
- f.) Applicable charges.

Please submit all invoices to:
Partners Project
Billing Section
426 SW Stark, 7th floor
Portland, Oregon 97204

MEETING DATE: JUN 22 1995

AGENDA NO: C-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:
BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: _____ Consent _____

DEPARTMENT: Community and Family Services DIVISION: _____

CONTACT: Lorenzo Poe/Chris White

TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Mary Li/Rey Espana

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Department is renewing its agreement with Mt Hood Community College for services associated with Head Start. Mt Hood Community College will purchase a manufactured building to house early childhood education services and will provide the Parents As Teachers curriculum in cooperation with the local Family Center. The total amount of this agreement is \$27,187.

6/22/95 ORIGINALS TO CHRIS WHITE VIA CELLA
THURSDAY/PICK UP

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 12 PM 4:09



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and Mt Hood Community College

I. Recommendation/Action Requested: The Community and Family Services Department recommends Board of County Commissioner approval for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: Through an RFPQ issued this Spring, Mt Hood Community will provide the Parents As Teachers programming. Additionally, through a Community Development Program Office application process, Mt Hood Community College was awarded funding to purchase a manufactured building to house Head Start and other early childhood education related activities.

III. Financial Impact: \$20,000 are awarded as a result of this agreement for the purchase of the building. The contractor is required to provide \$165,800 in match. \$7,187 are awarded for PAT services.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: Support of the early childhood education benchmarks.

VII. Citizen Participation: The selection process for both services included citizen participation.

VIII. Other Government Participation: N/A

S:\ADMIN\CEU\CONTRACT\MTHOOD96.MEM

(See Administrative Procedures CON-1)

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>

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

Contractor Name : Mt. Hood Community College,		Remittance Address (if different) _____	
Head Start			
Mailing Address: " 10100 NE Prescott			
Portland, OR 97220			
Phone: (503) 256-3436			
Employer ID# or SS#: 93-0546890			
Effective Date: July 1, 1995			
Termination Date: June 30, 1996			
Original Contract Amount: \$			
Total Amt of Previous Amendments: \$			
Amount of Amendment: \$			
Total Amount of Agreement: \$ 27,187			
		Payment Schedule	
		Terms	
		<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt	
		<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u> <input type="checkbox"/> Net 30	
		<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
		<input type="checkbox"/> Requirements contract - Requisition Required	
		Purchase Order No. _____	
		<input type="checkbox"/> Requirements Not to Exceed \$ _____	
		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/6/95

Contractor : MT HOOD COMMUNITY COLLEGE AND HEAD START
Vendor Code : GV0529C

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102256

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1460	H43D	6060	9407F		CDBG #16 Purchase of Building	20,000.00			
156	010	1350	Y03P	6060	9303S		YPO-Great Start Parents as Teachers Projects	6,363.00			
156	010	1350	Y03P	6060	9304S		YPO-Student Retention In (SRI) Parents as Teachers Projects	824.00			
TOTAL								27,187.00			0

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#102256

TERM OF CONTRACT: From July 1, 1995
CONTRACTOR NAME: Mt. Hood Community College, Head Start
CONTRACTOR ADDRESS: 10100 NE Prescott
Portland, Oregon 97220

To: June 30, 1996
TELEPHONE: 256-3436
IRS NUMBER: 93-0546890

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Mt. Hood Community College, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|-----------------|---------------------------------------|-------------------------|
| • Part A. | Statement of Work | Pages A1 - A4 |
| • Attachment A. | Service Elements and Contract Amounts | Attach A, Pages A5 - A6 |
| • Part B. | General Conditions | Pages B1 - B14 |
| • Part C. | Program General Conditions | Pages CD1-2, YP1-2 |
| • Part D. | Certifications | Pages D1-D7 |
| • Part E. | Signatures | Page E-1 |

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
COMMUNITY DEVELOPMENT	
Head Start: Facilities	Purchase of a manufactured building for the Head Start Program (application).
CHILDREN AND YOUTH PROGRAMS	
Parents As Teachers	Provision of early childhood education services in the form of Parents as Teachers (R952-43-0049).

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall 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, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Youth Program Office/ Early Childhood Education	Number and percent of children served through the PAT program who meet specific developmental standards for their age.	Baseline to be Determined

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

a. CONTRACTOR shall comply with Community Development and Youth Program Office Program Instructions; CONTRACTOR shall provide Parents As Teachers services in accordance with RFPQ #R952-43-0049.

b. CONTRACTOR will document match requirements in regards to the purchase of the manufactured building on each invoice submitted as condition of receiving funding.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	MT HOOD HEAD START	Vendor Code : GV0529C
Contractor Address :	10100 NE PRESCOTT PORTLAND OR 97220	
Telephone : 256-3436	Fiscal Year : 95/96	Federal ID # : 93-0546890

Program Office Name : Children & Youth Early Childhood

Service Element Name : Parents as Teachers Projects (Y03P)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement				6,363.00
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement				824.00
Total								\$7,187.00

Program Office Name : Community Development Housing Development/Rehab

Service Element Name : Purchase of Building (1143D); Purchase manufactured building for classes, etc.

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement				20,000.00
Total								\$20,000.00

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and

further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall 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". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions,

or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in 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 Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. 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 (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive

Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

23. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

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 ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

25. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

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

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

26. Religious Content

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

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

- a. This contract may be terminated by either party by thirty (30) days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
 - 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 - 6) Upon evidence of improper or illegal use of funds provided under this contract.
 - 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
- c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.
- d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

29. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective May 5, 1993 is \$40,700 for a family of four.

2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

PART C. PROGRAM GENERAL CONDITIONS: YOUTH PROGRAM SERVICES

1. Program Principles

CONTRACTOR shall provide services which comply with the following principles:

- a. Services are culturally appropriate and relevant;
- b. Services are developmentally appropriate;
- c. Services are integrated into the larger system of child and youth services; and
- d. Services are based upon the strengths of and build resiliency in participants.

2. Program Reporting

In addition to program reporting requirements referenced in this contract, any CONTRACTOR providing services funded through the Youth Program shall meet the following conditions:

a. Contract services shall be monitored through the use of the Client Tracking System (CTS) and/or the Great Start Client Tracking System (GSCTS), and/or the Group and Volunteer Activities (GVA) form, and/or any other specified reports. CONTRACTOR shall be subject to any Youth Program policies regarding contract compliance including, but not limited to, the Corrective Action Policy.

b. CONTRACTOR shall provide narrative client profiles, the minimum number to be determined by COUNTY, in the identified format. Profiles shall be done on a representative sample of clients served and be a balance of successful and unsuccessful interactions. Profiles shall be submitted no later than thirty (30) days following the end of the second program quarter.

c. CONTRACTOR shall report on mutually agreed-upon outcome indicators in the manner and timelines identified by COUNTY.

3. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at at least at 80 percent may cause the COUNTY to take corrective action, including: service level adjustment, allocation/funding amount revision, and/or contract termination.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service provision at mutually agreed upon levels throughout the contract period, unless otherwise specified by COUNTY.

c. Provision of services under this contract is restricted to Multnomah County geographic area.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;
- d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

MT HOOD COMMUNITY COLLEGE

BY Lolene Poemas 6/19/95 BY _____
Community and Family Services Date Agency Authorized Signer Date
Division Director

for BY Sharon Kelly 6/22/95 BY _____
Beverly Stein Date Agency Authorized Signer Date
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 6/13/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
YOUTH PROGRAM OFFICE
PROGRAM INSTRUCTION: *PARENTS AS TEACHERS* CAPACITY GRANTS

Service Delivery Issues

1. Contractor shall maintain affiliation with the national *PAT* organization.
2. Contractor shall provide services to no less than 40 families annually either through an existing Family Center Parent/Child Development program or in coordination with the family center in the identified service district.
3. Contractor shall participate in the development and implementation of mutually agreed-upon systemic outcome measures, minimally Readiness to Learn.

Work Plan and Billing Requirements

1. Contractor shall submit, within 30 days following execution of the contract, a line item budget using forms supplied or in the format identified.
2. Contractor shall submit, within 60 days following execution of the contract, a service plan showing amounts and types of services to be provided, using forms supplied or in the format identified.
3. Contractor should bill for *PAT* expenses against the total funding identified for *PAT* in the contract (service code Y03P), not the individual lines on contract Attachment A. Due to database complications, separate funding sources appear as different lines on Attachment A. Contractor may have information regarding funding sources, but it is not expected to bill each line separately.

MEETING DATE: JUN 22 1995

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:
BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Chris White

TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Mary Li

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Department is renewing its contract with Portland Public Schools for FY 1995-96. The contract purchases growth promotion and prevention services for children, youth and their families. The contract is for \$41,063 and funded with County General Funds.

6/22/95 ORIGINALS TO CHRIS WHITE VIA
CILLA MURRAY/PICK UP

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 12 PM 4:58



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

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

DATE: June 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and Portland Public Schools

I. Recommendation/Action Requested: The Community and Family Services Department recommends Board of County Commissioner approval of the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The contract is the renewal of an agreement to support SKIP (Screening Kids, Informing Parents) and TLC/TnT (Tender Loving Care/Think and Try). SKIP provides health and development screening to over 300 children each year who are between the ages of birth and five years. TLC/TnT serves over 65 youth during each of six week-long summer sessions that also heavily involve the parents/guardians of the youth participants.

III. Financial Impact: This agreement totals \$41,063 in County General Funds.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: Continued cooperative efforts with local community based providers and other local governments. The contract also supports County benchmarks related to child development and healthy families.

VII. Citizen Participation: SKIP was awarded through an RFP which involved citizens in the evaluation process.

VIII. Other Government Participation: N/A

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/6/95

Contractor : PORTLAND PUBLIC SCHOOLS
Vendor Code : GV5555A

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102356

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1350	Y03H	6060	9999L		County General Fund Health/Development Screening	31,950.00			
156	010	1370	Y95X	6060	9999L		County General Fund Summer Camps	9,113.00			
TOTAL								41,063.00			0

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

#102356

TERM OF CONTRACT: From July 1, 1995
CONTRACTOR NAME: Portland Public School District
CONTRACTOR ADDRESS: 501 N Dixon
Portland, Oregon 97227-1871

To: June 30, 1996
TELEPHONE: 249-2000
IRS NUMBER: 93-6000830

This contract is between Community and Family Services Department, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Portland Public School District, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

• Part A.	Statement of Work	Pages A1 - A4
• Attachment A.	Service Elements and Contract Amounts	Attach A, Pages A5 - A6
• Part B.	General Conditions	Pages B1 - B14
• Part C.	Program General Conditions	Pages YP1-2
• Part D.	Certifications	Pages D1-D7
• Part E.	Signatures	Page E-1

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
YOUTH PROGRAM OFFICE	
Tender Loving Care/Think and Try (TLC/TnT)	Provide six summer program sessions for youth and their families to increase communication and problem solving skills.
(Screening Kids, Informing Parents) SKIP	Provide free health and developmental screening and assessment sessions for children ages birth to five years.

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall 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, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
YPO/TLC/TnT	Parents/guardians will indicate that they feel like more capable parent, communication with their children is improved, and they have gained increased problem solving skills.	Baseline to be Determined
YPO/SKIP	Children will receive free health and developmental screening and assessment.	350 Children

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

CONTRACTOR shall perform services in accordance with RFP 3P1981 and with Youth Program Office Program Instructions.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	PORTLAND PUBLIC SCHOOLS	Vendor Code :	GV5555A
Contractor Address :	501 N DIXON PORTLAND OR 97227-1871		
Telephone :	249-2000	Fiscal Year :	95/96
		Federal ID # :	93-6000830

Program Office Name : Children & Youth Early Childhood

Service Element Name : Health/Development Screening (Y03H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	8.00	Sessions	3,993.75	31,950.00
Total					8.00			\$31,950.00

Program Office Name : Children & Youth Prevention

Service Element Name : Summer Camps (Y95A)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	6.00	Sessions	1,518.83	9,113.00
Total					6.00			\$9,113.00

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and

further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall 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". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions,

or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in 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 Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. 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 (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive

Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

23. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

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 ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

25. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

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

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

26. Religious Content

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

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

- a. This contract may be terminated by either party by thirty (30) days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 - 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
 - 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
 - 6) Upon evidence of improper or illegal use of funds provided under this contract.
 - 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
- c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.
- d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

29. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: YOUTH PROGRAM SERVICES

1. Program Principles

CONTRACTOR shall provide services which comply with the following principles:

- a. Services are culturally appropriate and relevant;
- b. Services are developmentally appropriate;
- c. Services are integrated into the larger system of child and youth services; and
- d. Services are based upon the strengths of and build resiliency in participants.

2. Program Reporting

In addition to program reporting requirements referenced in this contract, any CONTRACTOR providing services funded through the Youth Program shall meet the following conditions:

a. Contract services shall be monitored through the use of the Client Tracking System (CTS) and/or the Great Start Client Tracking System (GSCTS), and/or the Group and Volunteer Activities (GVA) form, and/or any other specified reports. CONTRACTOR shall be subject to any Youth Program policies regarding contract compliance including, but not limited to, the Corrective Action Policy.

b. CONTRACTOR shall provide narrative client profiles, the minimum number to be determined by COUNTY, in the identified format. Profiles shall be done on a representative sample of clients served and be a balance of successful and unsuccessful interactions. Profiles shall be submitted no later than thirty (30) days following the end of the second program quarter.

c. CONTRACTOR shall report on mutually agreed-upon outcome indicators in the manner and timelines identified by COUNTY.

3. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at at least at 80 percent may cause the COUNTY to take corrective action, including service level adjustment, allocation/funding amount revision, and/or contract termination.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service provision at mutually agreed upon levels throughout the contract period, unless otherwise specified by COUNTY.

c. Provision of services under this contract is restricted to Multnomah County geographic area.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. **Application, Acceptance, Use and Audit of Federal and State Funds**

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. **Energy Conservation**

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. **Environmental Protection**

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. **Lobbying for Funds**

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;
- d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

PORTLAND PUBLIC SCHOOL DISTRICT

BY *Salenzo Poe* 6/9/95
Community and Family Services Date
Division Director

BY _____
Agency Authorized Signer Date

for BY *Sharon Kelly* 6/22/95
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *Katie Gaetjens* 6/13/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT
PROGRAM INSTRUCTIONS: TENDER LOVING CARE, THINK AND TRY
(TLC/TNT 1995-96)

TARGET POPULATION

Contractor will provide services to a minimum of 390 unduplicated clients during the fiscal year. Clients eligible for services will be children ages 4 to 14 and their parents, who reside in North and Northeast Portland.

SERVICES

Contractor shall assure provision of services to be delivered by its sub-contractor, as follows:

- ▶ Provide two 4-day sessions and four 5-day sessions of **Summer Program** services to children and youth from North and Northeast Portland. Each week a minimum of 65 children will be served.
- ▶ Involve parents who have been referred by schools in parent activities paralleling the time span of their child's TLC/TNT involvement.
- ▶ Involve parents in TLC/TNT Summer Program activities.

OUTCOMES/PERFORMANCE MEASUREMENTS

- ▶ Parents/guardians will indicate that they feel like more capable parents, communication with their children is improved, and they have gained increased problem solving skills.

REPORTING

Contractor shall report services in a narrative summary to the Youth Program Office. In addition to describing activities, the narrative will include information regarding the outcome/performance measurements, the number of youth enrolled in each session, the number actually attending and completing these sessions, problems and or successes encountered during the provision of services, number of counselors participating in each session, and the number of parents/grandparents involved.

The final report for all summer activities must be received by October 15, 1996.

**MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICE DEPARTMENT
PROGRAM INSTRUCTION: DEVELOPMENTAL SCREENING KIDS, INFORMING
PARENTS (SKIP 1995-96)**

TARGET POPULATION

Contractor will provide free health and developmental screening, assessment sessions and follow-up to children age birth to five years who are residents of Multnomah County. Thirty-three percent (33%), of the services will be directed to children in mid or east County; 33% of the services will go to infants and toddlers ages birth to three.

Priority for these services will be given to those who cannot or do not have access to other health services.

SERVICES

Services shall include: Outreach to families, preparation for screening, conducting the screening, and follow-up on screening results.

SCREENING COMPONENTS

- ▶ Health status
- ▶ Speech/language
- ▶ Parent information
- ▶ Dental status
- ▶ Hearing/vision

Contractor will provide follow-up for children screened under this contracted program, where follow-up is not provided by another agency or source, such as Parent/Child Services or Early Intervention.

OUTCOMES/PERFORMANCE MEASUREMENTS

- ▶ 350 children will receive free health and developmental screening, assessment sessions.

REPORTING

Contractor will provide the Youth Program Office with a copy of the results from each screening, including number screened, problems identified by each screening component, referrals made, summary of parent surveys.

MEETING DATE: JUN 22 1995
AGENDA NO.: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement/Regional Hazardous Materials Team

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: June 22, 1995

Amount of Time Needed: 2 minutes

DEPARTMENT: Non-Departmental

DIVISION: Emergency Management

CONTACT: Mike Gilsdorf

TELEPHONE #: 251-2466

BLDG/ROOM#: 313/204

PERSON(S) MAKING PRESENTATION: Mike Gilsdorf

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Amendment of Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Response Team extending current agreement for the 1995-97 biennium.

42245 ORIGINALS TO MIKE GILSDORF
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: June 8, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

RE: Intergovernmental agreement amendment Contract #500016-1 between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

I. Recommendation/Action Requested:

Approval of amendment for intergovernmental agreement.

II. Background/Analysis:

This agreement amendment is being submitted for approval to allow for continuation of the Regional Hazardous Materials Response Unit. This amendment will extend current agreement for the 1995-97 biennium.

III. Financial Impact:

This agreement allows us to receive reimbursement for hazardous materials response within a designated area within the State. It also provides money for training, equipment and medical exams.

IV. Legal Issues:

The regional hazardous materials emergency response services is authorized under ORS 453.374 to 453.390.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The State of Oregon Fire Marshal's Office and City of Gresham.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # 500016-1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department NON DEPARTMENTAL Division EMERGENCY MNGMT. Date 06/05-95Contract Originator MIKE GILSDORF Phone 251-2466 Bldg/Room 313/204

Administrative Contact _____ Phone _____ Bldg/Room _____

Description of Contract Intergovernmental Agreement Amendment between the State of Oregon,
acting by and through the State Fire Marshal and the City of Gresham/Multnomah County
for participation in the Regional Hazardous Materials Emergency Response Team.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OREGON STATE FIRE MARSHAL'S OFFICEMailing Address 300 MARKET STREET PLAZA, SUITE 534SALEM, OR. 97310-0198

Phone _____

Employer ID# or SS# _____

Effective Date _____

Termination Date _____

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff Sharron Kelley, Vice-ChairContract Administration
(Class I, Class II Contracts Only) _____Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date June 14, 1995

Date _____

Date 6/8/95Date June 22, 1995

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.												
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**CONTRACT AMENDMENT
FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH
THE OFFICE OF STATE FIRE MARSHAL**

And

CITY OF GRESHAM/MULTNOMAH COUNTY

**STATE OF OREGON
John Kitzhaber, Governor**

Robert Panuccio, State Fire Marshal

May 15, 1995

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1995-97 Contract Amendment

Contract Exhibits

Exhibit B - Inventory of State-provided Vehicles and Equipment
Exhibit C - State-provided Equipment - 1995-97 Biennium Funding
Exhibit D - Specialized Training 1995-97 Biennium Funding
Exhibit E - Medical Surveillance - 1995-97 Biennium Funding
Exhibit H - Outreach Training - 1995-97 Biennium Funding
Exhibit I - Summary - 1995-97 Biennium Funding
Exhibit J - Spill Response Fund - 1995-97 Biennium Funding

Approving Signatures

Note: The words Contract and Agreement are used interchangeably in this amendment.

**INTERGOVERNMENTAL SERVICE AGREEMENT AMENDMENT
FOR
REGIONAL HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES**

This is amending agreement number 30095197 between the State of Oregon, acting by and through its Office of State Fire Marshal, hereafter called OSFM, and the City of Gresham/Multnomah Co., hereafter called Contractor. Contractor is designated as HazMat 3 for the purpose of identification within the Regional Hazardous Materials Emergency Response Team system.

STATEMENT OF WORK

During the term of this Agreement the Contractor agrees to provide regional hazardous materials emergency response team services to their designated Primary Response Area. Contractor to provide services from July 1, 1995, to June 30, 1997.

CONSIDERATION

The OSFM agrees to compensate Contractor for (1) Standby Costs, (2) Contractor's team response costs, and (3) Contractor's Administrative costs throughout the duration of the 1995-97 biennium. Payments under this agreement are contingent upon legislative approval of OSFM's budget and sufficient funds to enable the OSFM to make payments under the agreement.

With the exception of Exhibits C, D, E, H, and I, all other terms of the original contract and subsequent amendments are to remain in full force.

CONTRACTOR DATA

City of Gresham/Multnomah Co.
c/o Gresham Fire Department
1333 NW Eastman Parkway
Gresham, OR 97030

GRESHAM/MULTNOMAH CO. - HM3

EXHIBIT B

Amendment

VEHICLE AND EQUIPMENT LOANS

as of 5/3/95

<u>I. LIBRARY</u>	<u>QUANTITY</u>	
NFPA Fire Protection Guide on Hazardous Materials	1 ea	ER1735
Hawleys Chemical Dictionary	1 ea	ER0148
DOT Guidebook	2 ea	
GATX Tank Car Manual	1 ea	ER0034
B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation		
Farm Chemical Handbook	1 ea	ER0940
CHRIS Response Methods Handbook	1 ea	ER1365
Firefighters Handbook to Hazardous Material	1 ea	ER0004
American Railroad Emergency Action Guide	1 ea	ER0024
SAX Manual	1 ea	ER0131
NIOSH (TLVS) Manual	1 ea	
ACGIH Guidebook (Manual)	1 ea	
Matheson Gas Book and First Aid	1 ea	ER1140
Radiological Health Handbook		
State Clandestine Lab Book - 4th Edition	1 ea	
Merck Index - 10th Edition	1 ea	ER0136
Firefighter Hazardous Materials Resource Book	1 ea	ER1475
Pestline	1 ea	ER0954
Handbook of Compressed Gases	1 ea	ER0973

II. MAPS AND MISC. EQUIPMENT

Binoculars	1 ea	ER0181
Spotting Scope	1 ea	ER0189
First Aid Kit	1 ea	ER0737
Traffic Cones	20 ea	ER0175
Flashing Strobe Lights	4 ea	Same as above
Hand Cleaner	1 ea	
Hand Held Portable Radios	8 ea	ER0335,0336,0347,0353, 0356,0358,0362,0372
6 Unit Charger	1 ea	ER0293
Single Unit Charger	2 ea	ER1172, 1173
Mobile Telephone	2 ea	ER2797,2798
Cellular Connection	1 ea	ER2799
Barricade Tape	6 rl	
Video Camera & Tripod with color TV Monitor	1 ea	CAMERA #ER0413 MONITOR #ER0419
35mm Camera	1 ea	ER0071
Polaroid Land Camera	1 ea	ER0075
Streamlight Lantern	2 ea	ER2692-2693
Weather Station	1 ea	ER1352

WeatherPAK	1 ea	ER1746
Wheel Chocks - (2)	2 ea	
Suit-to suit Communication	8 ea	ER1020,1000,1016,1019, 1299,0996,1348,1021
Hand Truck	1 ea	ER0200
Drum Truck	1 ea	ER0205
Drum Up Ender	1 ea	ER1005
Tire Pump - Electric	1 ea	ER2649
Pagers	15 ea	ER0817 - 0831
Cyalume Lights 20 ea of 3 colors	60 ea	

III PROTECTIVE EQUIPMENT

DuraFab Comfort Guard III - 1993	18	9 LG, 9 XL
Chemtex-Sijal - 1992	3 DZ	12 EA - LG, XL, XXL
Pacesetter II - 1992	12 ea	ER2302 - 2312,2316
Pacesetter II Replacement Gloves	6 pr	
Trelleborg - 1991	6 ea	ER1816 thru ER1821
Trelleborg Test Kit	1 ea	ER1850
Trelleborg Repair Kit	1 ea	ER2500
MSA SCBA	8 ea	Frame 1762-1769 Bottle 1770-1777
Spare MSA SCBA Tanks	16	ER1085,1084,1083,1082,1095, 1094,1093,1092,1091,1090, 1087,1089,1096,1081,1080, 1086
MSA Spectacle Kits	5 ea	
Gloves - Neoprene	12 pr	4 pr ea md., lg., xlg.
Rubber	8 pr	4 pr ea 10, 12
Butyl	12 pr	4 pr ea 9, 10, 11
4H Gloves	150 pr	50 pr ea 9, 10, 12
PVC	12 pr	one size fits all
Cryogenic	4 pr	2 pr ea lg, xlg.
Goggles	4 ea	
Disposable foot covers	75 pr	25 pr ea L, Xlg, Jumbo
Chemical resistant boots	24pr	4 pr ea 8, 9, 10, 11, 12, 13
Coveralls (disposable) 25/cs	2 cs	1 ea Lg, Xlg
Earplugs	1 cs	
Full firefighting turnouts with Nomex hoods	16 sets	
Nomex Jumpsuits	15 ea	
Hard hats	6 ea	
Gear Bags	15 ea	
PASS Device	8 ea	ER0684,0689,0702,0698, 0682,0701,0705,0686
Tympanic Thermometer	1 ea	ER1910

IV LEAK CONTROL EQUIPMENT

Chlorine Kit "A"	1 ea	ER1132
Chlorine Kit "B"	1 ea	ER1136
Chlorine Kit "C"	1 ea	ER1137
Air Bag Systems	1 set	ER2783

Dome Cover Clamps 3/set	2 sets	ER2716, 2717
Overpack Drums	1 ea	95gl, 55gl, 30gl, 14gl

V.TOOLS

Hand Tools:		
Basic 215 piece set	1 ea	
Open End/Box End Wrenches - Large	6 ea	
Pliers	1 ea	
Locking Pliers	1 ea	
Arc Joint Pliers	1 ea	
Utility Knife	1 ea	
Putty Knife	1 ea	
Wire Brush	1 ea	
Screwdriver Set	1 ea	
Chisel & Punch Set	1 ea	
Drill Index	1 ea	
Non-Sparking Tools:		
2 lb maul	1 ea	
55 gl drum bung wrench (2)	2 ea	
Dead Blow Hammer	1 ea	
Scoop Shovel (2) - Aluminum	2 ea	
Pinch Bar - 18"	1 ea	
Pipe Wrench (2)- 24"	2 ea	
Pipe Wrench (2) 36"	2 ea	
Scraper	1	
Screw Driver - Straight tip, large	1	
Tool Box	4 ea	
Air Drill w/ drill bit , auto oiler	1 ea	ER2119
3 1/8" Hole Saw	2 ea	
Air Hose - 3/8" x 50'	2 ea	
Scissors	1 ea	
Shovels - roundpoint	2 ea	
Shovels - squarepoint	2 ea	
Grounding Equipment/Bonding Equipment -	4 sets	ER2610-2 sets ea 25 ft, 50ft
Pulaski - (2)	2 ea	
Pry Bar - 54"	1 ea	
Bolt Cutters - 18"	1 pr	
Rotary Rescue Saw w/blades	1 ea	ER1636
Easy-outs/Stud Extractors	2 sets	
Plastic Milk Crates	5 ea	
Hydraulic Jack	1 ea	
Aviation Shears - Right, Left, Straight	3 pr	
Lockout/Tagout Kit	1 ea	

VI DETECTION EQUIPMENT

MSA 261	1 ea	ER0439
AIM 3000	1 ea	ER1466
Sensidyne Detection Kit	1	ER1370
HazCat Kit	1 ea	ER0551
Spil-fyter	1 tu	

Ammonia and dispenser	1 ea	
PH Paper	2 rl	

V DECONTAMINATION EQUIPMENT

Decontamination Shower	1 ea	Shower ER1865, Heater ER1878
Emergency eyewash kit-saline solution	1 ea	ER0502
Garden hose with nozzle & adaptor	2 ea	
Inflatable kiddie pool	2 CS/24	

SPECIAL EQUIPMENT

White Plexiglas board	1 ea	
Plotting Board	1 ea	
Portable FAX Machine	1 ea	ER1791
Microcassette Recorder	2 ea	ER0575, 0579
Tracing Dye (Solid and liquid)	1 ea	
Calculator	1 ea	ER0082
Porta-Potty - Optional	1 ea	

MISC. EQUIPMENT - VEHICLE

Macintosh IIfx	1 ea	ER1400
Storage Dimensions Hard Disk	1 ea	ER0533
Apple Keyboard	1 ea	ER1389
Modem	1 ea	ER0538
Sony 14" Color Monitor	1 ea	ER0636
Power Director	1 ea	ER1838
Imagewriter Printer	1 ea	ER1407
UPS	1 ea	ER1704
128 ChannelRadio- VHF	1 ea	ER0512
128 ChannelRadio- UHF	1 ea	ER0531
800 MHz 35 watt Radio	1 ea	
MDT Mobile Workstation	1 ea	
Tire Chains	1 set ea	Cable singles, Link singles
Duo Safety Ladder	1 ea	ER2678
Response Vehicle w/Generator&Cascade sys.	1 ea	

hm3exhb95/97

EXHIBIT C

**ESTIMATED COST OF STATE-PROVIDED EQUIPMENT
TO BE PURCHASED
1995-97 Biennium Funding**

Funds for approved equipment purchases are available under this Agreement as follows:

Training Equipment, Materials and Supplies	\$1000.00
Training Suits - 4 per team	\$1200.00

Replacement of capital equipment and expendable items will be provided as necessary, by prior approval of the Office of State Fire Marshal, funds permitting.

Funding Available for Equipment	\$2200.00
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EXHIBIT D

**TRAINING
1995-97 Biennium Funding**

Funds for approved Technical, Specialist, Recertification, and HazCat training are available under this Agreement as follows:

Funding Available for Training

\$25,726.50

EXHIBIT E

MEDICAL SURVEILLANCE 1995-97 Biennium Funding

Funds for approved medical surveillance are available for Contractor's RHMERT employees under this Agreement as follows:

Up to 18 personnel may receive medical surveillance exam(s), up to a maximum of \$600 (see editor's note below) per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 1995-97 biennium, within. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$600 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance

\$10,800.00

***Editor's Note:** Maximum per-person rate *may* vary from Contractor to Contractor, based on minimum bid for *baseline* exam. You may desire to request three bids at this time to project your requested per-person maximum. If three bids for baseline exam are not provided to the State, the maximum per-person will remain at \$400.

EXHIBIT H

**OUTREACH TRAINING
1995-97 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for Outreach Training

\$5250.00

EXHIBIT I

Summary - 1995-97 Biennium Funding Available for Standby Costs

Equipment Purchases- 1995-97 Biennium Funding - (See Exhibit C)	<u>\$2,200.00</u>
Training - 1995-97 Biennium Funding - (See Exhibit D)	<u>\$25,726.50</u>
Medical Surveillance - 1995-97 Biennium Funding - (See Exhibit E)	<u>\$10,800.00</u>
Outreach Training - 1995-97 Biennium Funding	<u>\$5,250.00</u>
Total 1995-97 Biennium Funding Available for Standby Costs	\$43,976.50

EXHIBIT J

State's Spill Response Fund

1995-97 Biennium Funding

\$ 300,000.00

This is the *Total* State's Spill Response Funding limitation available for the 1995-1997 biennium RHMERT services by *all* Contracted RHMERTs. This does *not* guarantee that any contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the State's limitation or appropriation.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this 20th day of June, 1995

Robert Panuccio
State Fire Marshal

On Behalf of City of Gresham

Dated this 20th day of June, 1995

Signature Wil K. CP

Printed Name ~~Gussie McRobert~~ David K. Eichner

Title ~~Mayer~~ Council President

Address 1333 NW Eastman Pkwy.

City Gresham Zip 97030

On Behalf of City of Gresham

Dated this 20th day of June, 1995

Signature Bonnie Kraft

Printed Name Bonnie Kraft

Title City Manager

Address 1333 NW Eastman Pkwy.

City Gresham Zip 97030

On Behalf of City of Gresham (Approved as to Form)

Dated this 20th day of June, 1995

Signature Thomas Sponsler

Printed Name Tom Sponsler

Title City Attorney

Address 1333 NW Eastman Pkwy.

City Gresham Zip 97030

Regional Hazardous Materials Emergency Response Team Agreement

On Behalf of Multnomah County

Dated this 22nd day of June, 1995

Signature Beverly Stein

Printed Name Beverly Stein

Title County Chair

Address 1120 SW 5th

City Portland Zip 97204

Reviewed:

On Behalf of Multnomah County

Dated this 22 day of June, 1995

Signature Matthew O. Ryan (for)

Printed Name Laurence Kressel

Title County Counsel

Address 1120 SW 5th

City Portland Zip 97204

On Behalf of _____

Dated this _____ day of _____, 1995

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

Regional Hazardous Materials Emergency Response Team Agreement

On Behalf of _____

Dated this _____ day of _____, 1995

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1995

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1995

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

**CONTRACT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH
THE OFFICE OF STATE FIRE MARSHAL**

And

CITY OF GRESHAM/MULTNOMAH COUNTY

**STATE OF OREGON
Barbara Roberts, Governor**

Robert Panuccio, State Fire Marshal

January 12, 1995

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Exhibit A - Contractor's Primary Response Area

Exhibit B - Inventory of State-provided Vehicles and Equipment

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Approving Signatures.....

Addenda

CONTRACT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES

General Contract Information

**This Agreement constitutes the entire contract between the State and the Contractor.
(Note: from section 2.0)**

1.0 Contract Type: This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq and ORS 206.345 between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("County"), and the City of Gresham ("Gresham") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390. As used in this Agreement, MCSO, County and Gresham shall be referred to collectively as the "Contractor".

In accordance with the MCSO/County/Gresham Intergovernmental Agreement (Contract No. 500123) the Gresham Fire Chief, or designee, shall be the primary liason with the State Fire Marshal's Office on matters pertaining to the State Regional Hazardous Materials Team Contract. All contracts or issues regarding the Multnomah County/Grehsam Hazardous Materials Team shall be discussed, negotiated, and agreed upon by MSCO, County and Gresham as "Contractor" under this agreement.

1.1 Recitals: In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The State desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

1.2 Contract Term: This Agreement shall be from the date of the last required signature to June 30, 1995. Subject to Legislative approval, future Agreements will be awarded on a biennial basis. The parties recognize that future funding is not guaranteed. (from Letter of Agreement, item # 4) No promise, expressed or implied is hereby made as to the future funding in subsequent biennia as such is subject to legislative approval. (From Letter of Agreement, item #1.)

Standard Contract Terms and Conditions

2.0 Definitions:

"Agreement" means this contract and Addenda.

(Note: moved to "General Contract Information" above section 1.0)

"Clean-up" means the measures taken after emergency response to permanently remove the hazard from the incident site.

"Contractor" means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies and private company members under an approved inter-governmental / agency agreement.

"Emergency Response" means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

"Emergency Response Costs" means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all State and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean-up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

"Hazardous Materials" means "hazardous substance" as that term is defined in ORS 453.307(4).

"Incident" means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

☐

☐ "Local Government Agency" means a city, county, special district or subdivision thereof.

"Oregon-OSHA" means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

"ORS" means Oregon Revised Statutes.

"Primary Response Area" means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

"Regional Hazardous Materials Emergency Response Team" (RHMERT) means the designated employees of the Contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A Regional Hazardous Materials Emergency Response Team operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2.

"Release" shall have the same meaning as that in ORS 465.200(14).

"Responsible Party" means the person(s) responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

"State" means the State of Oregon acting by and through the State Fire Marshal.

"State Spill Response Fund" means the response fund established under ORS 453.390 et seq.

"Team Response Costs" means those Contractor expenses which are expressly allowed under this Agreement. Team Costs under this Agreement do not include the wide range of emergency response costs associated with hazardous materials emergency, but shall be limited to approved expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

2.1 Statement of Work:

2.1.1 Services to be Provided by Contractor: During the term of this Agreement the Contractor agrees to provide regional hazardous material emergency response team services within the boundaries of Contractor's assigned Primary Response Area as generally depicted and described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated "HazMat 03."

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials

emergency response. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

2.1.2 Notice to Proceed: Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

2.1.3 Personnel: Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised Hazardous Materials Emergency Response Team (HMERT) personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

2.1.4 Vehicles and Equipment: Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using one (1) hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this contract, on loan from the State. (Note: inserted from Letter of Agreement item #2 and section 2.2.1.) State vehicles shall meet or exceed all regulatory requirements. Routine maintenance of State and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the State.

Excepting physical damage specified in section 2.19.6 of this agreement and routine maintenance, all repairs to State vehicles and equipment shall be the responsibility of the State. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
 1. Daily/weekly/monthly checks of vehicle and equipment.
 2. Semiannual and/or mileage related lubrication, oil and filter changes.
 3. Annual tune-up as required for preventive maintenance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked regularly.

The Contractor may use State's emergency response vehicles and equipment for Contractor's local use and enjoyment. The vehicle and equipment shall at all times be immediately available for emergency response with hazardous materials incidents having highest priority. State vehicle(s) and equipment shall not be used by other than Contractor Hazardous Materials employees, except as approved by the team leader/administrator. Under local use and enjoyment, the Contractor is liable for major repairs or replacement directly attributable to local response, abuse or neglect."

2.1.5 Response Procedures and Limitations / Automatic Response:

If the Contractor has received state authority for automatic response, contractor may, upon receipt of an emergency response request, provide emergency response services as specified under the terms of this agreement and the State's Standard Operating Guidelines Contractor shall immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.

Right of Refusal: The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, a response under this Contract would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response Area, then if

prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

2.1.6 Standard Operating Guidelines: Contractor and State agree that regional response team operations will be conducted in accordance with the State's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this agreement

2.1.7 Administrative Rules: The parties acknowledge that the State has adopted OAR 837, Division 120 and this contract is consistent with the administrative rules. If those rules are amended, such amendments may require modification of the procedures, terms and conditions of this contract. Those amendments shall not become binding upon the Contractor without the agreement of the Contractor.

2.2 Contractor Compensation: There are three types of Contractor compensation under this Agreement: (1) Contractor's Stand-by costs, (2) Contractor's team response costs, and (3) Contractor's administrative costs. Each of these are discussed more fully below.

2.2.1 Contractor's Stand-by Costs: Contractor shall be compensated by the State under this Agreement for its State approved stand-by costs. Such stand-by costs include:

Specialized Training Costs: The State may provide funding for advanced training and education to Contractor's RHMERT employees as specified in Exhibit "D" and in accordance with State's Standard Operating Guidelines. Requests for training must be approved by the State in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the State agrees to pay the cost of tuition, per diem/travel expenses at State approved rates.

Medical Surveillance: The State will provide funding for baseline, maintenance and exit physicals for Contractor's RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the State's Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of provider must comply with all federal, state and local rules and regulations. Additionally, the State will provide funding from the State's Spill Response Fund for exposure exams where no responsible party(s) is identified.

Vehicle(s) and Equipment Loans: The State agrees to loan the Contractor one team vehicle and emergency response team equipment as specified in Exhibit "B" of this Agreement. Additional equipment will be provided by the State as specified in Exhibit

"C" of this Agreement. (Note: remaining language in this paragraph moved to section 2.1.4)

2.2.2 Contractor's Team Response Costs: Contractor shall be compensated by the State under this Agreement for its State-approved Team response costs. (Note: from section 2.2.4) The funding available for team response costs as specified in Exhibit "I" of this Agreement is in addition to Contractor's stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1993-95 biennium. Such Team response costs may include, but are not limited to:

Compensation for Contractor Vehicle(s) and Apparatus: Where the State has approved the use of Contractor's vehicles and equipment, State shall compensate Contractor at the rates described in Exhibit "F" of this Agreement.

Compensation for Contractor's Personnel Response Costs : Contractor's RHMERT personnel response costs which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G" Contractor's RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. The Team Leader or authorized Contractor representative will attempt to contact the State Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's emergency expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures

2.2.3 Contractor's Administrative Costs: Team administrative costs, not to exceed 8% of the Contractor's team response costs, may be billed as part of the emergency costs, and will be reimbursed to Contractor upon receipt from responsible party(s).

2.2.4 Billing System: Contractor will provide an estimate of team response costs to the State within 10 working days of the response. If the Contractor elects reimbursement they will bill the State for response costs within 30 days of response. The State will not bill responsible parties unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall be on State approved forms and shall contain such documentation as is necessary to support State's cost-recovery operations and financial

audits. The State shall then bill the Responsible Party(s) within 30 days of receipt of Contractor's invoice. State agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor's team response costs shall be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State, provided responsible party information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

Priority of Reimbursements: If the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to Contractor and the State's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the State as is reasonable and necessary in order to allow the State to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the State for payments previously made.

2.2.5 Interest: If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if response costs are invoiced by the Contractor on State-approved forms and responsible party information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

2.2.6 State Funding available: The State certifies that sufficient funds are available and authorized within the State's 1993-1995 appropriation or limitation. State funding for standby costs available under this Agreement for the 1993-1995 biennium shall be the sum of the amounts specified in exhibits "C," "D" and "E" to this Agreement and are summarized in Exhibit "H" of this Agreement.

The funding available as specified in Exhibits "C," "D" and "E" to this Agreement does not include Contractor's team response costs as specified in 2.2.2. Such team response costs are available in addition to Contractor's standby costs and shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1993-1995 biennium and identified in Exhibit "I" to this Agreement.

Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the State and the Contractor in writing. State's payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall release of the State from all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the State's Spill Response Fund and subject to further payment as set forth above.

2.2.7 Prior Approval: Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State as set forth in Section 2.1.5. Granting of response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's team response costs from the State Spill Response Fund if recovery from a responsible party(s) is not possible. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and/or State expenses.

2.2.8 Spill Response Fund: If the Spill Response Fund becomes depleted or fiscally unsound, the State shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.

For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request which reduces the fund below the \$20,000 threshold.

If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Fund balance, Contractor assumes the risk of non-payment if the State is unable to obtain additional funding for the Spill Response Fund, recover the Contractor's team response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the State Fire Marshal Hazardous Materials Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

If, after becoming depleted or fiscally unsound, additional funds become available in the Spill Response Fund and Contractor has billed the State as set forth in Section 2.2.2, Contractor shall be reimbursed for any unpaid team response costs.

2.3 Where No Responsible Party Can Be Identified: As previously mentioned in Section 2.2, State agrees to bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible party, or if the responsible party is unable to pay, the State agrees to pay

Contractor's Team response costs from the State's Spill Response Fund provided funds are available and Contractor has complied with 2.2. herein.

2.4 Contractor Status: Contractor certifies it is not an employee of the State of Oregon and is a local government agency(s).

2.5 Retirement System Status: Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation.

2.6 Assignments/Subcontracts: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of State. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where State expressly approves otherwise, Contractor shall remain liable as between original parties to this Agreement as if no such assignment had occurred.

2.7 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

2.8 Compliance With Government Regulations: Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-02-100(q) and its Appendix B. Contractor specifically agrees that the provisions of ORS 279.312 and 279.316 shall govern performance of this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination.

2.9 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control. State or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

2.10 State Tort Claims Act:

2.10.1 Scope: During operations authorized by this contract, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from

liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the Contractor's hazardous materials emergency response team employees, but does *not* include travel to and from the training.

2.10.2 Limitations: This Agreement in no way limits a contractor from responding with State vehicles, equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

2.10.3 Notifications: Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer
4760 Portland Road NE.
Salem, Oregon 97305
(503) 931-5732

or

Pager: (503) 370-1488

(After "beep," enter telephone number to which call should be returned)

Copies of such written reports shall also be sent to:

State Risk Management Division
1225 Ferry Street SE.
Salem, Oregon 97310

2.11 Indemnification: When acting as other than an agent of the State under this Agreement, and when using State's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

2.12 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2.13 Access to Records: Each party to this contract, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

2.13.1 Confidentiality: Except as otherwise provided by law, each party to this Agreement mutually agrees that they shall not in any way, except as may be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

2.14 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State and Contractor.

2.15 Payment of Contractor's Obligations: Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the State may be held liable, the proper officer(s) representing the State, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

2.16 Nondiscrimination: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

2.17 Dual Payment: Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

2.18 Payment for Medical Care: Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor's employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

2.19 Insurance Coverage:

2.19.1 Worker Compensation: Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the State and Contractor. If, however, the Contractor's Workers' Compensation costs increase as a direct result of an injury, illness or participation as regional hazardous materials emergency response team, the State will compensate the Contractor for the increased costs.

2.19.2 Comprehensive or Commercial General Liability: Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's general liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) in the aggregate, or the equivalent.

2.19.3 Automobile Liability: Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. The Contractor shall obtain "hired" auto coverage for responding with State vehicles when not acting under State authority, as in Section 2.10.2." This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

2.19.4 Notice of Cancellation or Change: Contractor and State agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverage without 30 days' written notice to the other party.

2.19.5 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Agreement, both State and Contractor shall furnish copies of or updates of previously provided Certificates of Insurance, or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this agreement.

2.19.6 Physical Damage Clause: Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When Contractor acts under State authority, the State will be responsible for physical damage to or loss of

State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

2.20 Remedies: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

2.21 Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The State or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or State, or at such later date as may be established by the State or Contractor, under any of the following conditions:

- a. if State Fire Marshal funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funding.
- b. if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- c. if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.21.1 Default: The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

- a. if the other party fails to provide services called for by this Agreement within the time specified herein or extension thereof; or,
- b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to

correct such failures within 10 days or such longer period as the notice may authorize.

- 2.22 Approval Authority:** Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.
- 2.23 Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the State to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

EXHIBIT A

Regional Teams Map and Primary Response Area Boundary Descriptions

EXHIBIT B

**INVENTORY OF
STATE-PROVIDED VEHICLES AND EQUIPMENT**

The following vehicle(s) and equipment are on loan from the State to the Contractor:

(Vehicle and Equipment List)

EXHIBIT C

ESTIMATED COST OF STATE-PROVIDED EQUIPMENT TO BE PURCHASED 1993-95 Biennium Funding

Funds for approved equipment purchases are available under this Agreement as follows:

Description

Wheel Chocks - 2	\$40.00
Portable radio batteries - 4 each	560.00
Absorbent booms/pads	550.00
Dryorb type absorbent - 2/50 lb bags	435.00
28 oz straight claw framing hammer	20.00
Sledge hammer - 8 lb	30.00
Misc. air tools	250.00
Hand saw	15.00
Comealong (pulley)	100.00
Sampling containers, assorted	50.00
Drum sampler	185.00
Foam/25 gal	500.00
Foam application nozzles	125.00
Neutralizer:	75.00
Chlorine bleach - 4 gal	
Clear distilled vinegar - 2 gal	
Overpack drums (85, 65, 35)	250.00
Lab packs	30.00
Solution ingredients	100.00
Brushes - short handle	20.00
Brushes - long handle	20.00
Towels and rags	40.00
Siphon pump	100.00
Extension cords - 100 ft	150.00

Funding Available for Equipment

\$3,645.00

EXHIBIT D

TRAINING

1993-95 Biennium Funding

Funds for approved Technical, Specialist, Recertification, and HazCat training are available under this Agreement as follows:

Funding Available for Training

\$30,800.00

EXHIBIT E

MEDICAL SURVEILLANCE 1993-95 Biennium Funding

Funds for approved medical surveillance are available for Contractor's RHMERT employees under this Agreement as follows:

Up to 18 personnel may receive medical surveillance exam(s), up to a maximum of \$600 (see editor's note below) per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 1993-95 biennium, within. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$400 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Medical Exam Costs:

15 ea.	Monitoring medicals at \$350/member per year, times 2 years	\$10,500.00
5 ea.	Baseline medical exams at \$600/member	3,000.00

Funding Available for Medical Surveillance	<u>\$13,500.00</u>
---	---------------------------

***Editor's Note:** Maximum per-person rate *may* vary from Contractor to Contractor, based on minimum bid for *baseline* exam. You may desire to request three bids at this time to project your requested per-person maximum. If three bids for baseline exam are not provided to the State, the maximum per-person will remain at \$400.

EXHIBIT F

Compensation for Vehicles and Apparatus

State to provide the compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials incident at the following rates:

<u>Vehicles</u>	<u>Rate Per Hour</u>
Each engine	\$100.00
Each aerial ladder vehicle	150.00
Each utility / staff vehicle	50.00

Contractor Equipment Charges

Cellular/Mobil/SMR Telephone Charge	\$50.00 per incident, per phone
Fax Usage Fee (phone line)	10.00 per incident
Probeye Fee	50.00 per incident
MSA 260 Fee	25.00 per incident
Level "B" Sijal Suits	53.00 per suit
SCBA Refills	4.00 per bottle
M.D.T. access fee	430.00 per year

Other Associated Costs

Replacement and/or repair costs for damaged and/or expended equipment and supplies shall be charged on an actual cost basis.

EXHIBIT G

COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL

State to provide compensation for Contractor's personnel utilized in response to a hazardous materials incident as follows:

<u>Personnel Category</u>	<u>Rate Per Hour</u>
HazMat Team Member	\$65.00
<u>Replacement Personnel</u>	
Firefighter	22.00
Paramedic	25.00
Lieutenant	28.00
Captain	30.00
Deputy	33.00

All other support personnel at actual costs.

EXHIBIT H

Summary - 1993-95 Biennium Funding Available for Standby Costs

Equipment Purchases- 1993-95 Biennium Funding - (See Exhibit C)	<u>\$3, 645.00</u>
Training - 1993-95 Biennium Funding - (See Exhibit D)	<u>\$30, 800.00</u>
Medical Surveillance - 1993-95 Biennium Funding - (See Exhibit E)	<u>\$14, 700.00</u>
Total 1993-95 Biennium Funding Available for Standby Costs	<u>\$47,945.00</u>

EXHIBIT I

State's Spill Response Fund

1993-95 Biennium Funding

\$ 300,000.00

This is the *Total* State's Spill Response Funding limitation available for the 1993-1995 biennium RHMERT services by *all* Contracted RHMERTs. This does *not* guarantee that any contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the State's limitation or appropriation.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 1994

**Robert Panuccio
State Fire Marshal**

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

Regional Hazardous Materials Emergency Response Team Agreement

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

Regional Hazardous Materials Emergency Response Team Agreement

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 1994

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

ADDENDUM 1
Additional Agreement Terms

ADDENDUM 2
HazMat 3 Response Boundary

Beginning at the Columbia River at the City of Portland Eastern service boundary, head South following the Portland service boundaries to the Willamette River. South along the Willamette River to the Clackamas/Marion County lines. East on the southern Clackamas County line to the Western Boundary of the Warm Springs Indian Reservation. North on Western Boundary of Warm Springs Reservation to Highway 26. North on highway 26 to junction of highway 216. East on highway 216 to John Day River western boundary. North along western Boundary of John Day River to the Columbia River. West along Southern Columbia River boundary to Portland eastern service boundary - the point of beginning.

MEETING DATE: JUN 22 1995

AGENDA NO: LC-1

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of the 1995-97 State Mental Health and Developmental Disability Services Division Grant Biennial Agreement

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 15 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583

BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of the attached Intergovernmental Revenue Agreement between the Multnomah County Community and Family Services Division and the State Mental Health and Developmental Disability Services Division for the biennial period of July 1, 1995 through June 30, 1997. The agreement awards funding for the provision of alcohol and drug, developmental disabilities, and mental health services totaling \$120,046,991 for the two year period.

6/22/95 ORIGINALS TO CAROLYNNE WEBBER/PICK UP

SIGNATURES REQUIRED: BY CILLA MURRAY

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: *Lorenzo Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC)

6/93

1995 JUN 20 PM 4:56
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Loleza T. Poe, Jr., Director
Community and Family Services Division
DATE: June 12, 1995
REQUESTED PLACEMENT DATE:
RE: Approval of the State Mental Health and Developmental Disability
Services Division Grant 1995-97 Biennial Agreement

I. Action Requested:

Approval of the 1995-97 Biennial Revenue Agreement with the State Mental Health and Developmental Disability Services Division.

II. Background/Analysis:

The agreement attached sets funding levels and passes on conditions and requirements for services provided via the Community and Family Services Division and funded by the State and Medicaid for the 1995-97 biennium. The actual funds and further specifics are released at a later time via Plan Amendment Approval Forms (PAAF's) to the Division. The total grant for this biennium is \$120,046,934.

III. Financial Impact:

The attached agreement awards Multnomah County Community and Family Services Division \$120,046,934 for the entire 1995-97 biennial period. The Alcohol and Drug Program receives \$10,500,000, Developmental Disabilities Program receives \$55,407,918, Local Administration receives \$3,729,025 and Mental Health services receive \$50,409,991. These totals include Medicaid (Title XIX) funding and State funding.

IV. Legal Issues:

This document must be signed and returned to the State by June 23, 1995.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides funding for needed mental health, alcohol and drug and developmental disability services for eligible citizens in Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

May 3, 1995

RECEIVED MAY 17 1995

Oregon

The Honorable Beverly Stein
Multnomah County Chair
Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

1995-97 INTERGOVERNMENTAL AGREEMENT
#26-001

DEPARTMENT OF
HUMAN
RESOURCES

MENTAL HEALTH
AND
DEVELOPMENTAL
DISABILITY SERVICES
DIVISION

Administration
945-9499
FAX 378-3796

Office of Developmental
Disabilities Services
945-9774
FAX 373-7274

Office of Mental Health
Services
945-9700
FAX 373-7327

Dear Commissioner Stein:

Enclosed are five (5) copies of the 1995-97 Intergovernmental Agreement.

Please return all five copies with necessary approval signatures prior to close of business (5:00 p.m.) Friday, June 23, 1995. The Division must have Agreements signed by both parties before July 1, 1995, in order to pay for services provided from that date forward.

The biennial agreement is a five part document similar to the 1993-95 Agreement:

- o Part I includes awards of limitation for Local Administration, Mental Health, Developmental Disabilities, and Alcohol and Drug Services. These limitation amounts are approximations of what will be available within the program areas during the 1995-97 period. Payments within these amounts will be made following the execution of Plan Amendment Approvals as has been done in 1993-95, and as described in Part II, I-J., and Part V.
- o Part I also serves as the signature page for the parties.
- o Part II is the General Conditions for the Agreement. These have been changed in comparison to the 1993-95 Part II as follows:
 - o Item J, Page 4 references a document, (Part V, described below) which clarifies terms used in Plan/Amendment Approval Forms (PAAFs). Item K further clarifies the circumstances under which the PAAF format may be changed.
 - o A new definition of subcontractor is provided on page 5. This, hopefully, provides greater clarity than the definition in Part II heretofore.
 - o The financial information requirements on page 12 have been removed, and clarification provided that any routine reports will be specified, along with other service element requirements in Parts III, IV, or in PAAFs. References to reports of expenditures of funds

John A. Kitzhaber
Governor



2575 Bittern Street NE
Salem, OR 97310-0520
Hearing Impaired
(503) 945-9836
FAX (503) 373-7951

AN EQUAL OPPORTUNITY EMPLOYER

accrued under ORS 430.695 (AKA Carryover) is deleted as well. These reports are obtained under the Division's authority to establish biennial plan guidelines.

- o Public Law 103-227 is cited on page 16. States are required to include this citation in all contracts which may receive subject federal funds.
- o Updated Parts III and IV, providing service definitions, requirements, and payment procedures are included.
- o A Part V is included, which provides definitions of terms, and explanation of the format and meaning of PAAFs.

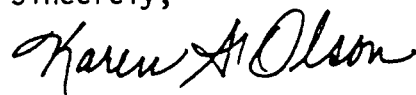
We request that county commissioners delegate authority to sign Plan/Amendment Approval Forms (PAAFs) to their CMHP director, or some other designated county employee. If commissioners agree to this process, we ask that this designee be identified on, and sign the Intergovernmental Agreement, Part I on the line specified. We ask also that when this designation is changed, the commissioners notify the Division, Budget and Contracts Section, in writing.

As indicated at the beginning of this transmittal letter, it is necessary that the signed Intergovernmental Agreement be returned to the Division by June 23, 1995 in order to be effective July 1, 1995. If there are additional issues which surface now, and counties want to negotiate them, we hope to do so after the Agreements have been executed, and then make changes through amendments. In this way, some point of disagreement will not delay the execution of the overall Agreement. Please do not alter by interlineation or other means any of the provisions of this Agreement. Any such change, with which the Division cannot agree, will delay execution of the Agreement. The Division may not pay for services occurring prior to the execution of the Agreement. Moreover, our inability to execute the Agreement sufficiently prior to July 1 can result in delay of July allotments issued by the Division.

If you have questions about the IGA, or the steps to implement it as outlined here, please call Alan Sternberg at 945-9456 or Mike Schrunck at 945-9481.

Thank you for your continuing interest in mental health services.

Sincerely,



Karen A. Olson, Manager
Budget and Contracts Section
Administrative Services
Division Contracting Officer

Enclosures

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102306

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>UC-1</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: JUNE 2, 1995
 Contract Originator: _____ Phone: _____ Bldg/Room: _____
 Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200
 Description of Contract: Renewal of the Biennial Revenue Agreement with the State Mental Health Division for A&D, DD, and MH services effective July 1, 1995 through June 30, 1997. The grant total includes State and Medicaid funds.

RFP/BID #: N/A Revenue IGA Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>STATE MENTAL HEALTH DIVISION GRANT</u> Mailing Address: <u>2575 BITTERN ST NE</u> <u>SALEM OR 97310-0520</u> Phone: <u>503-945-9499 (FAX 373-7951)</u> Employer ID# or SS#: <u>N/A</u> Effective Date: <u>JULY 1, 1995</u> Termination Date: <u>JUNE 30, 1997</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>120,046,934</u>	Remittance Address (if different) _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

REQUIRED SIGNATURES:
 Department Manager: [Signature] Date: 6/12/95
 Purchasing Director: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: [Signature] Date: 6/15/95
 County Chair/Sheriff: [Signature] Date: June 22, 1995
Sharron Kelley, Vice-Chair
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	156	010							REVENUE-		

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

1995-97
INTERGOVERNMENTAL AGREEMENT
PART I
AGREEMENT FINANCIAL SUMMARY,
SPECIAL CONDITIONS AND SIGNATURES

Oregon

DEPARTMENT OF
HUMAN
RESOURCES

DATE ISSUED: 05/02/95
AGREEMENT NUMBER: 26-001
AGREEMENT PERIOD: JULY 1, 1995 THROUGH JUNE 30, 1997
LOCAL GOVERNMENT UNIT:

MULTNOMAH COUNTY
COMMUNITY & FAMILY SERVICES DEF
421 SW 6th, Suite 700
Portland, OR 97204

AGREEMENT LIMITATION:

LOCAL ADMINISTRATION:	\$3,729,025.00
MENTAL HEALTH SERVICES:	\$50,409,991.00
DEVELOPMENTAL DISABILITY SERVICES:	\$55,407,918.00
ALCOHOL AND DRUG SERVICES:	\$10,500,000.00
AGREEMENT TOTAL:	\$120,046,934.00

MENTAL HEALTH
AND
DEVELOPMENTAL
DISABILITY SERVICES
DIVISION

Administration
945-9499
FAX 378-3796

Office of Developmental
Disabilities Services
945-9774
FAX 373-7274

Office of Mental Health
Services
945-9700
FAX 373-7327

These limitation amounts may be paid based on authorization in Plan/Amendment Approval Forms (PAAF) signed by the designated county employee listed below and the Division Contract Officer.

IN WITNESS the parties listed below have caused this instrument including Parts I, II, III, IV, and V to be executed by their duly authorized officers.

Sharon Kelley
for Chairman, Beverly Stein
Board of County Commissioners

6/22/95

Date

MENTAL HEALTH AND DEVELOPMENTAL
DISABILITY SERVICES DIVISION:

Kathi Burtz
Multnomah County Counsel

6/15/95

Date

Division Contract Officer

Lorenzo T. Poe, Jr.
CMHP Director or other
Designated County Employee

Date

Laurence R. Young
Approved as to Legal Sufficiency
Assistant Attorney General

Date

Lorenzo T. Poe, Jr.
Printed Name / Title
Lorenzo T. Poe, Jr., Director
Department of Community & Family Services

May 5, 1995
Date

John A. Kitzhaber
Governor



APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-1 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK
AN EQUAL OPPORTUNITY EMPLOYER

2575 Bittern Street NE
Salem, OR 97310-0520
Hearing Impaired
(503) 945-9836
FAX (503) 373-7951

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 INTERGOVERNMENTAL AGREEMENT (COUNTY)
PART II: GENERAL CONDITIONS

This Agreement between the State of Oregon, Mental Health and Developmental Disability Services 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, 1995 through June 30, 1997, it is mutually agreed as follows:

I. BOTH PARTIES AGREE:

GENERAL

- A. That the Plan/Amendment Approval Forms executed as set forth in Section I.I. of these General Conditions, and authorizing payment within the limitation amounts shown in Part I 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 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 II.E. and F., and III.F. under Part II, General Conditions 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 and Developmental Disability Services Division if necessary.

AMENDMENT AND TERMINATION

- F. That any amendments of Part II, General Conditions 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 the other parts 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, COUNTY will notify DIVISION in writing of that fact and specify why the amendment is not acceptable within sixty (60) days. Failure by COUNTY to respond within sixty (60) days shall be deemed as rejection of the amendment by COUNTY. Both parties agree to negotiate any disputed Agreement amendment initiated under this paragraph.

DIVISION may also modify work to be performed and authorized payment amounts to COUNTY through a Plan/Amendment Approval Form (PAAF) mailed to COUNTY. COUNTY shall sign and return the PAAF, or reject the PAAF through written notification to DIVISION within sixty (60) days of the date of the PAAF. Failure by COUNTY to respond in either manner within the sixty (60) day limit will be deemed by DIVISION as a rejection of the PAAF.

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.

- G. 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, unless a shorter period is agreed to by both parties. Termination of the Agreement shall be without prejudice to any obligation or liabilities either party incurred prior to such termination.
- H. That DIVISION may also unilaterally terminate or amend part of this Agreement or payment amounts authorized in a Plan/Amendment

Approval by written notice sent by certified mail as specified below:

1. With ten (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 thirty (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 thirty (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, Part III, Part IV, or any service or special condition in the biennial plan or plan amendment approved under ORS 430.640 (1)(g), as specified in a Plan/Amendment Approval Form.
 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 COUNTY fails to start up services on the date specified or fails to continue to provide services for the entire period specified in the biennial plan or plan amendment approved under ORS 430.640(1)(g).
 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 to reduce payment limitation amounts in Part I when COUNTY and DIVISION agree that no additional Biennial Plan/Amendment will be executed authorizing increased payments.
 8. Immediately upon notice to increase payment limitation in Part I subject to the approval under ORS 430.640 (1)(g) of the Biennial Plan/Amendment.
- I. DIVISION and COUNTY understand that amounts specified in Part I of this Agreement are limitation amounts and will not be paid unless the work to be performed is approved as specified in the biennial plan or plan amendment approved under ORS 430.640 (1)(g). The method of such approval is its specification in a Plan/Amendment Approval Form (PAAF), signed by the county mental health program director, or other designee of COUNTY'S selection, and DIVISION'S contract officer. Work may be initiated by COUNTY prior to the approval of a PAAF authorizing it. However, DIVISION will not be obligated to pay for such work unless a PAAF is approved. Similarly, COUNTY will be required to begin

performance of a service only if a PAAF specifying the service has been approved.

DIVISION and COUNTY agree that DIVISION will not reduce payment amounts authorized in PAAFs except as set forth in Amendment and Termination, F. through H. of these Agreement General Conditions.

- J. A description of the format, and all abbreviations used in PAAFs are included in Part V of this Agreement. This part of the Agreement clarifies the obligations undertaken by DIVISION and COUNTY in agreeing to any PAAF.

In executing this Intergovernmental Agreement, COUNTY agrees to the following terms with respect to PAAFs:

1. COUNTY agrees with the meanings of the PAAF format, and abbreviations as described in Part V.
 2. COUNTY understands that DIVISION may change the meanings and format of PAAFs during the term of the Agreement by a written explanation of the changes in a PAAF, issued by DIVISION for the purpose of making such changes. DIVISION is limited in making meaning and format changes in PAAFs as follows:
 - a. Any changes in PAAF format or meaning that alters the obligations of either DIVISION or COUNTY in any manner may only be accomplished in the manner described for Amendment and Termination in Section I, F. and G. above;
 - b. Changes in PAAF format or meaning which do not alter the obligations of either party, but which DIVISION finds necessary to clearly communicate statements of obligations, or other information may be accomplished by DIVISION unilaterally, provided 30 (thirty) days notification and explanation of the change is provided by the DIVISION.
- K. Notwithstanding the provision specified above permitting unilateral amendments and termination of this Agreement, and payment authorization in Plan/Amendment Approval Forms, DIVISION will limit such actions to those it deems necessary for the timely, effective and efficient management of the Agreement. In all cases DIVISION will attempt to seek concurrence with COUNTY for the action, and will negotiate with COUNTY any disputed actions which are taken under these Amendment and Termination provisions.
- L. 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.

SUBCONTRACTS

- B. That subcontractor is defined as an individual, public or private community agency or organization that provides, under a written contract with COUNTY, any direct client service that is, at least in part, financially supported by funds paid to COUNTY through this Agreement, and/or Title XIX community mental health services paid through the Office of Medical Assistance Programs. 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 direct client services as used in II.B above, are services required within a service element as set forth in an Oregon Administrative Rule, or the Intergovernmental Agreement, which include any of the following:
1. care, custody, supervision, treatment, training or transportation services which must be delivered at least partly in the physical presence of the intended client(s); or,
 2. consultation services to providers of other direct client services, that include making decisions concerning the kind or amount of care, custody, supervision, treatment, or training that will be provided to a specific client.
- D. The following shall not be deemed subcontractors under this Agreement: Individuals and public or private community agencies or organizations who provide services that are not part of a service element under this Agreement, where COUNTY normally uses purchase orders and informal ordering methods, other than written contracts, to obtain their services.

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 Part I, Special Conditions 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. (a) Unless COUNTY is subcontracting for services with an Oregon State governmental agency, subcontractor agrees it is an independent contractor and not an agent of the State of Oregon, DIVISION or COUNTY. Subcontractor shall indemnify, defend, and save harmless the State of Oregon, DIVISION, COUNTY, its officers, employees, and agents, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of subcontractor, its 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 subcontractor, including but not limited to injury to life of person or damage to property, arising from the operation, maintenance, use or supervision of the motor vehicles acquired by subcontractor with DIVISION funds.

(b) Notwithstanding subsection 3.(a) above, at the discretion of COUNTY, those subcontractors who in no event provide program services for which program reimbursement or compensation exceeds \$50,000 (Fifty Thousand Dollars) in any contract year (July 1 through June 30) may specify in the subcontract agreement:

"That subcontractor agrees it is an independent contractor and not an agent of the State of Oregon, DIVISION or COUNTY. Subcontractor shall indemnify, defend, and save harmless the State of Oregon, DIVISION, COUNTY, their officers, employees, and agents, from all suits, actions or claims of any character arising from any operation, maintenance, use or supervision of motor vehicles acquired by subcontractor with DIVISION funds."

4. That subcontractor shall be exclusively responsible for maintaining the vehicles acquired with DIVISION funds under the subcontract in a good, safe, and operable condition, including maintenance of brakes, tires, steering, signal lights, and all other safety-related systems and parts to ensure the safety of the vehicle. Further, subcontractor shall be, with respect to DIVISION and COUNTY, exclusively responsible for supervising the operation of vehicles and ensuring that the vehicles are entrusted safely to responsible, reliable operators.

5. That subcontractor shall obtain, at subcontractor's expense, and maintain in effect during the term of the subcontract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition to Automobile Liability Insurance coverage, subcontractor shall obtain and maintain throughout the term of the subcontract,

Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with DIVISION funds under this Agreement. Collision and Comprehensive coverages shall have amounts that will protect the interests of DIVISION, COUNTY, and subcontractor in case of damage or loss to vehicles purchased with DIVISION funds. DIVISION shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance as stated in Paragraph 8 of this Section.

6. (a) That subcontractor shall obtain, at subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the subcontract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.

- (b) Notwithstanding subsection 6.(a) above, at the discretion of COUNTY, those subcontractors who in no event provide services for which program compensation or reimbursement exceeds \$50,000 (Fifty Thousand Dollars) in any contract year (July 1 through June 30) may specify in the subcontract agreement:

"That subcontractor shall obtain, at subcontractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the subcontract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage. The combined single limit per occurrence shall not be less than \$500,000 (Five Hundred Thousand Dollars) or the equivalent. Each annual aggregate limit shall not be less than \$500,000 (Five Hundred Thousand Dollars) when applicable."

7. That subcontractor, its subcontractors, if any, and all employers providing work, labor or materials under the subcontract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 each accident. Subcontractors who perform the work without the assistance of labor of any employee need not obtain such coverage.
8. That subcontractor shall name the State of Oregon, DIVISION, COUNTY, its officers, employees, and agents as Additional Insureds on any insurance policies required herein only with respect to subcontractor's activities being performed under the subcontract. Such insurance shall be evidenced by a Certificate of Insurance, issued by an insurance company

licensed to do business in the State of Oregon, containing a 30-day Notice of Cancellation endorsement and shall be forwarded to COUNTY prior to commencement of the services. In addition, in the event of unilateral cancellation or restriction by subcontractor's insurance company of any insurance coverage required herein, subcontractor shall immediately notify COUNTY orally and in writing within three (3) days of notification by the insurance company to subcontractor.

9. Notwithstanding SECTION II D. (above) COUNTY may permit a subcontractor to begin delivery of Diversion Services (DD 44) and Non-Residential Mental Health Adult Services (MHS 20) prior to the execution of a subcontract, for client emergency care. In addition, COUNTY may order these emergency services according to COUNTY's policies and pay for these services upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the services rendered, or by subcontract, if required by COUNTY policy.
- 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 and Part IV 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 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 and Part IV 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 and require subcontractors (providers) to permit authorized representatives of DIVISION, the Oregon Department of Human Resources, 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 and subcontractor in order to satisfy audit or program evaluation purposes deemed necessary and permitted under law. COUNTY shall permit, and require subcontractors (providers) to permit, authorized representatives of DIVISION and the Oregon Department of Human Resources 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 Part II, General Conditions, Section II.V., 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 by COUNTY for purposes not authorized by this Agreement shall either be paid directly by COUNTY to DIVISION or, if not so paid, at the discretion of DIVISION shall be deducted from future payments to COUNTY. Payments by DIVISION in excess of authorized amounts that have not been repaid by COUNTY within thirty (30) days after the Agreement's expiration or after notification by 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.

- N. That COUNTY shall take all allowable management or legal actions to attempt to recover any funds spent by COUNTY's subcontractor(s) for purposes not authorized by this Agreement. DIVISION may release COUNTY from further responsibility for recovery actions when further actions by COUNTY are determined unreasonable by DIVISION relative to the cost of those actions, the amount owing by the subcontractor and the likelihood of recovery.
- O. That any DIVISION funds spent by COUNTY's subcontractor(s) for purposes not authorized by this Agreement shall either be paid directly by COUNTY to DIVISION or, at the discretion of the DIVISION, be deducted from future payments to COUNTY, unless DIVISION determines that: (a) COUNTY exercised good business judgment in selecting such subcontractor(s) and (b) COUNTY has monitored such subcontractors with due diligence and in full accordance with the terms of this Agreement. If DIVISION determines that COUNTY has met the requirements in (a) and (b), COUNTY will not be responsible for DIVISION funds spent by its subcontractor(s) for purposes not authorized by this Agreement.
- P. 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

- Q. 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) which shall be matched by COUNTY as required by ORS 430.359 Funding of Programs.
- R. 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.

- S. That during the Agreement period COUNTY may transfer up to ten (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

- T. 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, or as otherwise specified in the CPMS Users Manual.

- b) Service element performance information and additional reporting in CPMS as specified in Part III and Part IV of this Agreement and in the MHDDSD Client Process Monitoring System User Manuals.

2. Financial Information

That COUNTY shall submit, or cause to be submitted, financial information that may reasonably be requested by DIVISION to determine correct payment amounts. DIVISION will specify any financial reports which are to be submitted routinely in Parts III and IV, and in PAAF Special Conditions.

3. 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 thirty (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.

4. That COUNTY will provide, or require subcontractors to provide, other reports and data as may reasonably be requested by DIVISION.
5. 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

U. 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 (3) years after the close of the Agreement period. If there are unresolved audit questions at the end of the three (3) 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 or Part IV 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 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 (7) 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.

SPECIAL FEDERAL REQUIREMENTS

V. 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 reimbursement limitation amount specified in PAAF Part B 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". If the federal financial assistance is at least \$25,000 but less than \$100,000, the subrecipient can choose between an A-128 audit or an audit of its individual grant awards. If the federal financial assistance is at least \$100,000, a comprehensive A-128 audit must be conducted unless there is only one award. If there is only one award, the subrecipient may choose to have the audit only on the grant award. Copies of these audit reports shall be filed with the audit agency assigned by the State of Oregon, Executive Department, Accounting Division. The audit report must be received by the assigned audit agency within one (1) year after the end of the period audited.

Non-profit organizations performing as subcontractors under this Agreement and defined as a subrecipient are required by OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-profit Organizations" to be audited by independent auditors.

As mentioned above, the criteria relating to the amount of federal financial assistance provided to each contractor and which determines if an audit must be performed, applies also to non-profit and state or local subcontractors, i.e., the \$25,000 and \$100,000 designations. OMB Circular A-128 and A-133 require the independent audit reports to be monitored. COUNTY will monitor the independent audits of its qualified subcontractors or reach agreement with DIVISION to ensure the audit process is monitored. A non-profit organization may opt to conduct a two (2) year audit.

Independent audits are not required of proprietary organizations as of the effective date of this Agreement, however, COUNTY may choose to require audits of its subcontractors.

6. COUNTY certifies, to the best of its knowledge and belief, that:

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

connection with this federal contract, grant, loan, or cooperative agreement, COUNTY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c) COUNTY shall require that the language of this certification will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. COUNTY shall comply with the Americans with Disabilities Act of 1990 (Pub Law No. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by COUNTY.
8. Public Law 103-227, also known as the Pro-Children Act of 1995 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or Local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement, COUNTY certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

COUNTY further agrees that it will require any subcontractor under this Agreement, who receive the subject federal funds to certify that it will comply with the Act.

VEHICLES

- W. COUNTY will maintain all vehicles acquired with DIVISION funds under this Agreement in good, safe and operable condition according to applicable COUNTY policy. In addition, all vehicles used to provide services under this Agreement shall be fully insured according to COUNTY policy.

III. DIVISION AGREES:

PAYMENTS

- A. That the method of payment will be specified in Part III or Part IV of this Agreement or in PAAF Special Conditions.
- B. That DIVISION will provide a cumulative summary of the amounts approved for payment. These summaries will consist of PAAF Reports of Parts A, B, and C detailing respectively, payments through regular monthly allotments, reimbursement for fee-based services, and special payments. The cumulative Summary Reports will be issued to individual counties following each month in which one or more PAAFS have been agreed and executed between DIVISION and COUNTY.
- C. That amounts listed in Part A shall be disbursed through monthly allotments 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 reduced payment schedule to meet service requirements under this Agreement.
- D. That amounts listed in Part B shall be disbursed through the Department of Human Resources or some other special arrangement as identified in Part III or Part IV or in PAAF Special Conditions.
- E. That amounts listed in Part C will be paid as described in the PAAF authorizing them.
- F. That payments will be made only if:
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 or Part IV of this Agreement.
- G. 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, or to attend training, at DIVISION'S request. Reimbursement rates and billing procedures will be the same as those approved for state employees.

PERFORMANCE STANDARDS AND REQUIREMENTS

- H. 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

- I. That DIVISION will furnish summary reports, within available resources, to COUNTY and COUNTY subcontractors from CPMS and other client reporting requirements listed under the Agreement.
- J. That DIVISION will furnish to COUNTY monthly reports which detail service element payments, including payments made by the Department of Human Resources on behalf of DIVISION.
- K. That DIVISION will furnish to COUNTY summary reports of data obtained in the cost statements as requested by COUNTY.

TECHNICAL ASSISTANCE

- L. DIVISION will provide technical assistance, within available resources, when requested by COUNTY.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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

- A. Submit a biennial implementation plan which meets DIVISION approval requirements.
- B. 100% of services delivered directly or through subcontract will be provided according to terms of this Agreement as measured through review and data provided by COUNTY and subcontractors.
- C. May attend and participate fully in onsite reviews of subcontracted programs. Negotiate and obtain DIVISION approval for a plan of correction when subcontract providers are found out of compliance with DIVISION rules.
- D. Communicate regularly 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.
- E. 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.
- F. 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.
- G. Perform the following in the area of foster home administration:
- (1) Assist DIVISION in administration of foster home services provided under a direct contract between DIVISION and the foster home provider.
 - (2) Provide case management and protective services as needed by foster home clients, from funds authorized through approved Plan/Amendment Approval Forms (PAAFs) for service element MHS 20 or DD 48, as applicable.
 - (3) Authorize payment for foster home services, and assure that the total payment authorized does not exceed the amounts specified in approved PAAFs for MHS 34, DD 58, or DD 59. Total payments are to be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

III. Special Reporting Requirements

None.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Recoupment of Local Administration funds awarded in support of services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce Local Administration payments awarded in support of new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium. All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: NON-RESIDENTIAL ADULT MENTAL HEALTH SERVICES

Service ID Code: MHS 20

I. Service Description

Non-Residential Adult Mental Health Services are provided for persons who have a chronic mental illness, or other mental or emotional disturbance posing a hazard to the health and safety of themselves or others, or who, at the time of request for crisis screening, appear at risk of suffering from such a mental or emotional disturbance. Services include: case management and residential case management services, emergency services on a 24-hour basis, screening and evaluation, crisis stabilization, vocational and social services, rehabilitation, continuity of care, medication monitoring, emotional support, and individual, family and group counseling and therapy.

MHS 20 services are regulated by OAR 309-32-525 through 309-32-605, Adult Mental Health Services.

II. Performance Requirements

- A. Maintain state hospital utilization according to the process specified in Plan/Amendment Approvals.
- B. Maintain Certificates of Approval as set forth in OAR 309-12-130 through OAR 309-12-220.

III. Special Reporting Requirements

The provider must enroll all eligible clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 20.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS20/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: CHILD AND ADOLESCENT MENTAL HEALTH SERVICES

Service I.D. Code: MHS 22

I. Service Requirements

MHS 22 consists of a range of community-based rehabilitative treatment interventions and therapies that are child centered and family focused. MHS 22 services may be provided in clinic, home, school or other settings familiar and comfortable for the child. Children served must have a principal mental, emotional or behavioral condition diagnosed on Axis I of a completed five-axes DSM diagnosis.

MHS 22 services may be provided to any child in need of them. However, state funds shall only be used to evaluate and treat children who have been screened and are believed to be eligible for mental health assessment and treatment services based on the following criteria:

- (1) For MHS 22 mental health assessment services, admission is made in the following order:
 - (a) Medicaid-eligible children who are referred as a result of an EPSDT Program health screen;
 - (b) Medicaid-eligible children whose level of functioning indicates the need for mental health assessment;
 - (c) Any other child whose level of functioning indicates the need for mental health assessment.
- (2) For MHS 22 mental health treatment services, admission is based on the documented clinical assessment conducted by a mental health professional for children who:
 - (a) Are at immediate risk of psychiatric hospitalization or removal from home due to a mental or emotional disorder;
 - (b) Exhibit behavior which indicates high risk of developing disorder of a severe or persistent nature;
 - (c) Have a severe and persistent mental or emotional disorder; or
 - (d) Are experiencing mental or emotional impairments which significantly affect the ability to function in everyday life, but not requiring hospitalization or removal from home in the near future.

MHDDSD 1995-97 Part III
MHS 22 - Child/Adolescent Mental Health Services

MHS 22 services are regulated by OAR 309-16-000 through 309-16-130, "Medicaid Payment for Community Mental Health Services." Children eligible for MHS 22 services are under age 18, or if Medicaid-eligible, under the age of 21.

II. Performance Requirements

- A. 100% of children served with state funds must meet eligibility criteria specified above as measured through CPMS and program review.
- B. Maintain Certificate of Approval as set forth in OAR 309-12-130 through 309-12-220.

III. Special Reporting Requirements

The provider must enroll all eligible residents on DIVISION's Client Process Monitoring System (CPMS) in MHS 22.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS28/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: REGIONAL ACUTE PSYCHIATRIC INPATIENT FACILITIES

Service ID Code: MHS 24

I. Service Description

Regional Acute Psychiatric Inpatient Facilities provide psychiatric inpatient services in local settings for persons from an assigned region who meet the following eligibility criteria:

- (1) Patients in need of emergency hold services under ORS 426.215 in the region from within one hour's travel time of the facility;
- (2) Patients committed to the Mental Health and Developmental Disability Services Division under ORS 426.130;
- (3) Persons applying for services voluntarily as space in the facility is available, based on the following criteria:
 - (a) Those who are judged to be at high risk of emergency hold or involuntary commitment without voluntary inpatient care;
 - (b) Those with a history of psychiatric hospitalization who are beginning to decompensate, where a short period of intensive psychiatric treatment would reverse the decompensation process; or
 - (c) Those for whom inpatient psychiatric treatment is appropriate, but for whom other inpatient treatment resources are unavailable.

Regional Acute Care Psychiatric Facilities are approved under OAR 309-32-850 through 309-32-890 Standards for Regional Acute Care Psychiatric Services for Adults.

Funds contracted in this service element may also be used for ancillary services (so-called "envelope services") such as regional coordination and enhancements to Community Mental Health Program (CMHP) services which serve to expedite the movement of persons into and out of the regional acute care facilities.

II. Performance Requirements

- A. Facility must maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO);
- B. Licensure under ORS 441.015 for the hospital services by the Oregon State Health Division;

- C. Approval under applicable portions of OAR 309-33-100 through 309-33-170 for emergency hold beds and OAR 309-32-850 through 309-32-890; and
- D. 100% of the persons served with state funds will meet the eligibility criteria specified in I., above.

III. Special Reporting Requirements

- A. Reports of JCAHO or Health Division reviews must be submitted to DIVISION.
- B. The Facility shall electronically submit information on the Oregon Patient and Resident Care System (OP/RCS) within 12 hours of a person's admission to and discharge from the program. Such information shall include patient name, DSM IV diagnosis, admission date, discharge date, legal status, Medicaid eligibility, Medicaid Prime Number, and various patient demographics.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the CMHP director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. Special payments, such as for independent medical examinations, are made after approval by DIVISION. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN

Service ID Code: MHS 25

I. Service Description

Community crisis services consist of:

- (1) 24-hours a day, seven days a week face-to-face or telephone screening to determine the need for immediate services for any adult or child requesting assistance or for whom assistance is requested;
- (2) 24-hours a day, seven days a week capability to conduct a face-to-face mental health status examination of:
 - (a) an adult by a Qualified Mental Health Professional or Qualified Mental Health Associate, or
 - (b) a child by a Qualified Mental Health Professional, to determine the person's condition and the interventions necessary to stabilize the person;
- (3) A mental health assessment concluding with written recommendations by the a Qualified Mental Health Professional or a Qualified Mental Health Associate regarding the need for further treatment;
- (4) In the case of a child, provision of appropriate child and family, psychological, psychiatric and other medical interventions by a qualified mental health professional, who is specifically trained in the emergency treatment of children and families, which is specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
- (5) In the case of an adult, provision of appropriate psychological, psychiatric and other medical interventions by a qualified mental health professional which is specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the person as quickly as possible;
- (6) Arrangement for the provision of involuntary psychiatric services at a hospital or nonhospital facility approved by the state, when a person's behavior requires it; and
- (7) Pre-commitment services which include:
 - (a) Conducting a pre-commitment investigation of a person who has been placed on an emergency

psychiatric hold or for whom two persons have petitioned the court for the person's commitment to DIVISION. The investigation may only be conducted by a certified mental health investigator who has not provided to the person the crises services described in items (2) through (5) above.

(b) The development of a treatment plan to:

- 1) divert a person from a commitment hearing, or
- 2) if the person is committed, to provide for the initial post-hearing care, custody and treatment of the person.

(c) Assigning and placing a committed person to a treatment service appropriate to the persons needs. And, monitoring the care, custody and treatment of committed persons under the county's jurisdiction whether the person be placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.

(d) Assuring that all legal procedures are performed as required by statute and administrative rule.

II. Performance Requirements

- A. Upon review by DIVISION, COUNTY must be found to comply at all times with the requirements in I, Service Description, items (1) and (2) above.
- B. Maintain Certificate of Approval as set forth in OAR 309-12-130 through OAR 309-12-220.

III. Special Reporting Requirements

- A. The provider must enroll all eligible crisis clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 25.
- B. The provider must enroll all eligible pre-commitment clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 29.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments

may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS25/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: RESIDENTIAL CARE FACILITY SERVICES (RCF)

Service ID Code: MHS 28

I. Service Description

Residential Care Facility Services provide 24-hour care, supervision, medication supervision and administration and other services described in administrative rule to Priority I mentally and emotionally disturbed persons in need of continuing services to avoid hospitalization or who are a hazard to themselves or others or who otherwise require such long-term care to remain in the community.

Providers are licensed under OAR 309-35-100 through 309-35-190, "Community Residential Care Facilities". All persons enrolled in an RCF must also be enrolled in Adult Mental Health Services (MHS 20).

II. Performance Requirements

- A. 100% of the persons 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.
- B. Maintain at least 90% bed utilization as measured through CPMS.
- C. Maintain license as required in ORS 443.410.

III. Special Reporting Requirements

None.

IV. Payment Procedures

Payment is based on the dollar amounts and bed capacity specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee, except that payments will be reduced by the amount of "client resources" received by the licensee in support of services provided.

Funds are disbursed through monthly allotments which are adjusted to reflect receipt of "client resources" applied as an offset to DIVISION payments. The offsets will be shown on the Client Offset Report and the Preliminary Provider

MHDDSD 1995-97 Part III
MHS 28 - Residential Care Facility Services (RCF)

Financial Statement Report. The amounts will be assumed to be correct unless a request for correction to the total offset amount for COUNTY is sent to DIVISION no later than the 20th of the following month.

Allotments may also be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS28/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: PSYCHIATRIC SECURITY REVIEW BOARD (PSRB)

Service ID Code: MHS 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 to define the specific supervision requirements for the person; and
- (2) Treatment and supervision, as defined in the PSRB conditional release order, of persons placed in the community. Services include evaluation, supervision, case management, psychotherapy 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 and conditionally released or considered for conditional release into the community by the PSRB or the courts.

This service must comply with OAR 309-32-450 through 309-32-515, "Standards for Community Treatment and Supervision of Persons Under the Jurisdiction of the Psychiatric Security Review Board (PSRB)."

II. Performance Requirements

- A. All persons served meet eligibility criteria as measured through CPMS MARS 2242.
- B. Maintain 100% utilization of the number of persons to be served each month, as authorized in PAAF, and measured through CPMS.
- C. Any vacancy in PSRB services is to be reported to DIVISIONS's Office of Mental Health Services (OMHS) on a monthly basis in order to receive written approval to retain the vacant slot.
- D. Maintain Certificate of Approval as set forth in OAR 309-12-130 through OAR 309-12-220.

III. Special Reporting Requirements

- A. Monthly report to Psychiatric Security Review Board if required in Conditional Release Order.

- B. The provider must enroll all eligible clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 30.

IV. Payment Procedures

Payment is based on the dollar amounts, service capacity, and emergency living expenses specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee for services delivered to eligible persons.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS30/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: ENHANCED CARE SERVICES

Service I.D. Code: MHS 31

I. Service Requirements

Enhanced Care Services (ECS) are mental health and psychiatric rehabilitation services provided on a daily basis to eligible residents at selected Senior and Disabled Services Division (SDSD) facilities. Enhanced Care Services must be provided in accordance with OAR 309-32-720 et seq. and 309-32-830 et seq.

II. Performance Requirements

- A. 100% of the residents served must meet eligibility standards described in OAR 309-12-130 through 309-12-220.
- B. Maintain at least 95% of contracted bed utilization as set forth in an executed Plan/Amendment Approval Form (PAAFs).
- C. Maintain Certificate of Approval as set forth in OAR 309-32-720 through 309-32-830.

III. Reporting Requirements

- A. The provider must enroll all eligible residents on DIVISION's Client Process Monitoring System (CPMS) in MHS 31.
- B. The provider must complete a monthly "Enhanced Care Services Census Report" per instructions in form #MHDDSD-MHS-0474.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium. All funds paid as described above must be expended on services approved by DIVISION.

MHS31/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: ADULT FOSTER CARE (AFC)

Service ID Code: MHS 34

I. Service Description

Services are provided in a licensed family home or facility for five or fewer persons with mental illness who are unable to live by themselves without supervision. Services consist of Regular Services which are provided to all AFC recipients, and Personal Care Services which are provided on an as-needed basis.

Services include, but are not limited to, the following:

- (1) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the consumer and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress which might necessitate psychiatric hospitalization.
- (3) Money and household management.
- (4) Supervision of daily living activities such as training with eating, personal hygiene, clothing care and grooming, communication with social skills, health care, and using community resources.
- (5) Provision of care including assumption of a responsibility for the safety and well-being of the consumer;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision or arrangement of routine and/or emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food.
- (10) Management of physical or health problems, including seizures or incontinency.

The target population is adults with chronic or severe mental illness referred and approved by the community mental health program, who have been hospitalized or are at immediate risk

of hospitalization or are in need of continuing services to avoid hospitalization, or who pose a hazard to the health and safety of themselves or others. All persons served must be assessed as unable to live independently without supervised intervention, training, or support.

Services are provided in a effort to maintain the consumer at his or her maximum level of functioning, or improve the consumer's skills to the extent that he or she may live more independently.

This service is regulated by OAR 309-40-000 through 309-40-100, "Adult Foster Homes".

II. Performance Requirements

- A. At least 95% of persons served with DIVISION funds must meet eligibility criteria, as measured by DIVISION's Client Process Monitoring System (CPMS).
- B. Maintain a license for operation as set forth in OAR 309-40-000, et seq.
- C. A nurse will assess each individual upon enrollment in AFC and determine a Personal Care Plan. Services must be provided in accordance with the Plan. After the initial Personal Care Plan is developed, nurses will periodically reassess and adjust the Plan if necessary.
- D. COUNTY Agrees:
 - (1) To assist DIVISION in administration of foster home services provided under a direct contract between DIVISION and the foster home provider.
 - (2) To provide case management and protective services as needed by foster home clients.
 - (3) To authorize payment for foster home services, and to assure that the total payment authorized does not exceed the amounts specified in approved PAAFs for Adult Foster Care services. Total payments are to be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

III. Special Reporting Requirements

- A. "MED Adult Foster Home SDS/DSO Data Form" and "Personal Care Rate Change Justification Form", when indicated by clinical needs.
- B. Reporting of client enrollment and termination in DIVISION's Client Process Monitoring System.(CPMS) in MHS 34.

IV. Payment Procedures

- A. Payment for services is based on a monthly rate for each eligible client enrolled in the service, except that:
- (1) The monthly rate is prorated for any month in which the eligible resident is not living in the home for a portion of the month;
 - (2) Payments are reduced by the amount of client resources received by the home in support of client care and services provided; and
 - (3) Cumulative payments, including offsets, may not exceed the dollar amount specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and Community Mental Health Program (CMHP) director or other COUNTY designee.
- B. Payment rates are established as follows: For all persons receiving Adult Foster Care services, a Client Assessment & Planning System Form (SDSD 360), assessing the individual's health care needs, will be completed by nurses contracted or hired by DIVISION or COUNTY to perform this work. A standard payment rate based on the health care assessment will be utilized by DIVISION unless COUNTY adjusts the rate to be higher or lower than the standard rate. COUNTY rate adjustments must be reported on DIVISION's "Personal Care Rate Change Justification Form".
- C. Funds are disbursed to the licensed foster care provider monthly, following the month of service, through the Senior and Disabled Services Division's (SDSD) Community Based Care (CBC) system. Payments may be made between monthly disbursements for rate and other adjustments.

MHS34/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: OLDER/DISABLED ADULT MENTAL HEALTH SERVICES

Service I.D. Code: MHS 35

I. Service Description

Older/Disabled Adult Mental Health Services (ODAMHS) is a package of mental health services provided to persons eligible for Senior and Disabled Services Division (SDSD) or services provided through the Area Agencies on Aging.

Direct Services. ODAHMS must be provided in accordance with OAR 309-32-525 et seq. and OAR 309-16-000 et seq. Clients must be enrolled in MHS 35, receive medication management, quarterly interagency staffings and follow-up services after treatment in local or state in-patient psychiatric hospitals.

Indirect Services. Community Mental Health Programs (CMHP) receiving these funds must ensure that a screening, referral, consultation and training service is available to relevant agencies and caregivers and that coordination is assured between SDSD protective services and county Mental Health Crisis/Commitment service.

Residential Services. Payments may be made to SDSD residential care facility providers for services, as set forth in an executed Plan/Amendment Approval Form (PAAF), delivered to residents with severe and persistent mental illness who are not eligible for SDSD community based care services.

II. Performance Requirements

- A. Services must be delivered by a Qualified Mental Health Professional (QMHP) in accordance with the requirements of OAR 309-16-000 et seq. QMHP must have a background with the Older/Disabled Adult population or be participating in relevant training programs to acquire such knowledge.
- B. Maintain an average monthly caseload as set forth in an executed PAAF.
- C. FTE are designated as ODAHMS staff as set forth in an executed PAAF.

III. Reporting Requirements

The provider must enroll all eligible clients on the DIVISION's Client Process Monitoring System (CPMS) in MHS 35.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in PAAFs signed by DIVISION's Contract Officer and the CMHP director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS35/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: PRE-ADMISSION SCREENING AND
ANNUAL RESIDENT REVIEW

Service I.D. Code: MHS 36

I. Service Description

Pre-admission Screening and Annual Resident Review (PASARR) is a service conducted in accordance with Public Law 100-203. The service provides reviews and evaluations for residents of licensed nursing facilities to determine their need for in-patient psychiatric hospitalization. PASARR services must comply with OAR 309-48-050 through 309-48-130.

II. Performance Requirements

- A. 100% of the referrals from the nursing home must be reviewed.
- B. Reviews and evaluations must be completed by a Qualified Mental Health Professional or a Licensed Medical Professional.
- C. Maintain Certificate of Approval as set forth in OAR 309-12-130 through OAR 309-12-220, and comply with Public Law 100-203.

III. Special Reporting Requirements

- A. Completion of Annual Resident Review (OMHS 0438).
- B. Completion of Level II Summary (OMHS 0440).
- C. The provider must enroll all eligible clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 36.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. Payment for services to Medicaid-eligible consumers are disbursed by the Office of Medical Assistance Programs. Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium. All funds paid as described above must be expended on services approved by DIVISION.

Payment Limitations.

- (1) The Annual Resident Review will be limited to a maximum of two (2) hours.

MHDDSD 1995-97 Part III

MHS 36 - Pre-Admission Screening and Annual Resident Review

- (2) The Level II Evaluation will be limited to a maximum of five (5) hours.
- (3) Reviews and Evaluations will be billed at established Medicaid rates unless special authorization for another rate is obtained from DIVISION's Office of Mental Health Services.

MHS36/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: MHS SPECIAL PROJECTS

Service I.D. Code: MHS 37

I. Service Description

MHS Special Projects are activities within the scope set forth in ORS 430.630. Where funds are used for Medicaid-eligible clients, OAR 309-16-000 through 309-16-120 is applicable. The projects are not ongoing service elements defined in administrative rules, and they are not routinely contracted throughout the state. These projects may be operated on a demonstration or an emergency basis for a specified time-limited period until a determination is made by 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:

- A. The frequency, methodology, and the content of project reports to be filed;
- B. The consumer or other service recipient activities to be provided;
- C. The minimum number of consumers or other recipients to be served;
- D. Any tangible products to be produced;
- E. Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the Agreement; and
- F. Performance projections beyond the required performance may be articulated by DIVISION and monitored in order to assist in determining the project's suitability for continuation in further Agreement periods and/or its implementation more broadly throughout the state.

III. Special Reporting Requirements

The provider must enroll all eligible clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 37.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS37/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: SUPPORTED EMPLOYMENT SERVICES -
Extended Services (SES)

Service I.D. Code: MHS 38

I. Service Description

Supported Employment-Extended Services provide ongoing support to adults with chronic mental illness to enable them to obtain and maintain employment. Persons served in this service may be employed in either one of 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 consumers are adults with chronic mental illness who have not been served or who have been served unsuccessfully by the Vocational Rehabilitation Division (VRD) 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.

Persons with chronic mental illness eligible for this service are those who:

- (1) Are enrolled and served in Non-Residential Adult Mental Health Services which meet the standards of 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 the consumer, on the job visits, consultation with employer, job coaching with the consumer, 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

- A. 100% of persons served with state funds must meet the Vocational Rehabilitation Division and Mental Health and Developmental Disability Services Division's eligibility criteria as measured by CPMS.
- B. Maintain Certificate of Approval as set forth in OAR 309-12-130 through 309-12-220.

III. Special Reporting Requirements

- A. COUNTY will report to DIVISION's Office of Mental Health Services the total number of months of service delivered to each eligible consumer within 30 days of the end of each fiscal year.
- B. Provider will report all clients receiving Supported Employment Services on DIVISION's Client Process Monitoring System (CPMS) in MHS 20.

IV. Payment Procedures

Payments are based on client months of service as measured through CPMS enrollments. Vacancies will be paid only for the month in which a person terminates service. Payments is limited to the cumulative biennial total authorized for the service element specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee for services delivered to eligible persons.

Funds are disbursed through monthly allotments which may be adjusted upon execution of a PAAF.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS38/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: COMMUNITY SUPPORT SERVICES FOR THE
HOMELESS MENTALLY ILL (CSS-H)

Service I.D. Code: MHS 39

I. Service Description

These programs provide outreach, crisis intervention, diagnostic services, community mental health services, and referral services for individuals with severe and persistent mental illnesses who are homeless or at substantial risk of homelessness. They also provide training and education for persons who work with the homeless individuals with severe and persistent mental illnesses.

These services are regulated by OAR 309-32-175 through 309-32-210, "Standards for Community Mental Health Services for the Homeless Mentally Ill".

II. Performance Requirements

- A. 100% of persons served must meet eligibility criteria as measured through the CPMS and site review.
- B. Maintain Certificate of Approval as set forth in OAR 309-12-130 through 309-12-220.

III. Special Reporting Requirements

- A. Programs contracted to provide these services must assist the State, upon request, in the development of an annual federal report describing program activities and services provided including coordination of services and activities with other public or private entities.
- B. Programs contracted to provide these services must assist the State, upon request, in the development of an annual application requesting continued funding of these services.
- C. Programs contracted to provide these services will assist the State in the conduct of any reviews under OAR 309-12-130 through 309-12-220.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

MHDDSD 1995-97 Part III
MHS 39 - Community Support Services for the
Homeless Mentally Ill (CSS-H)

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS39/5-1-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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 provide support to individuals who are at risk of admission to a state training center. 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

- A. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- B. 100% of persons receiving services are currently living in the community, and are at risk of admission or readmission to a state training center.
- C. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

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, DIVISION'S Office of DD Services will determine whether to enroll that person in the waiver program after receipt of completed Client Process Monitoring System (CPMS) forms for DD Diversion/Crisis services. The DIVISION'S Office of DD Services 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 DIVISION'S CPMS Manual for DD Services.

DD 44 Monthly Obligation Report: Monthly summaries of actual and projected costs, following instructions in the CPMS Manual for DD Services. These reports may be used in conjunction with CPMS data on completed services, to adjust payments as described under IV. Payment Procedures.

IV. Payment Procedures

Basis of payment: Payment is based on reimbursement for actual expenditures resulting from delivery of the services as specified above, except that payment is limited to the cumulative biennial amount authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

DIVISION is not obligated to pay for Diversion services in any fiscal year if those services are not properly reported through CPMS within 60 days after the close of the fiscal year or after termination of the Agreement/Contract, whichever is earlier.

Disbursement of funds: Allocations will be disbursed through monthly allotments which may be adjusted to recover underexpenditures identified through CPMS or the DD 44 Monthly Obligation Reports. Allotments may also be adjusted by DIVISION to meet cash requirements for continued program operation.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION'S Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement is based on actual expenditures as reported in CPMS DD Diversion enrollment/accounting forms submitted in the manner specified in the DIVISION'S CPMS Manual for DD Services.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: NURSING FACILITY SPECIALIZED SERVICES

Service I.D. Code: DD 45

I. Service Description

Nursing Facility Specialized Services are individualized, specialized services for persons with developmental disabilities residing in nursing facilities, as defined in OAR 309-48-025. These services are to be integrated with, but are in addition to, care the nursing facility is required to provide. DD 45 services must be directly tied to assessment findings, including service needs identified in the Pre-Admission Screening/Annual Resident Review (PASARR) Level II assessment and Annual Resident Review (ARR). Additional assessments, including the Minimum Data Set (MDS) which the nursing facility (NF) must complete for all residents, may be used to identify or clarify additional service needs. The type, intensity and frequency of Nursing Facility Specialized Services to be provided to each individual must be specified in the ARR and the nursing facility's Annual Care Plan.

II. Performance Requirements

- A. Eligibility for Services: 100% of individuals served must have been determined, through the Pre-Admission Screening/Annual Resident Review (PASARR) process, to: 1) be eligible for Developmental Disability (DD) Services; 2) require nursing facility services; and 3) require specialized services.

Additionally, Nursing Facility Specialized Services must be provided to individuals determined through the PASARR process to require relocation, but who, having lived in a nursing facility for at least 30 consecutive months prior to the original PASARR Level II assessment, have chosen (or have a guardian or informed consent panel choose for them) not to relocate.

- B. Level of service, expense limitations: In no case shall an individual determined to require Nursing Facility Specialized Services receive fewer than 28 hours of direct service per month without the written approval of the Nursing Home Reform Coordinator of the DIVISION's Office of DD Services (ODDS). Time and expenses to transport eligible individuals to community activities and events may be included in computing direct service. For a newly-enrolled individual in this service element, or a new service provider, no more than one month's service allocation may be used for assessment and planning processes.

MHDDSD 1995-97 Part III
DD 45 - Nursing Facility Specialized Services

Administrative costs of providing Nursing Facility Specialized Services shall be limited to no more than 10% of the total service allocation. Administrative costs may include, but are not limited to: recruitment, hiring, training and supervision of personnel providing the services; clerical support; and routine office costs, such as facility expenses, telephone, supplies and photocopying.

C. Utilization: COUNTY/CONTRACTOR and DIVISION will renegotiate both the Agreement amount and required units if:

- (1) The program is operating at less than a cumulative-to-date average of 95% of contracted capacity; and/or
- (2) The number of eligible individuals to be served changes.

D. Record keeping:

- (1) Client records must be maintained as described in "Comprehensive Assessment and Care Plan", as defined in OAR 411-86-225, and as required in OAR 309-41-400 through 500.
- (2) Provision of Nursing Facility Specialized Services shall be documented according to nursing facility, COUNTY DD Program, and DIVISION requirements.

E. Monitoring: It shall be the responsibility of the COUNTY DD Case Manager to assure that Nursing Facility Specialized Services are provided in accordance with the Service Description and Performance Requirements specified above. The DIVISION's ODDS Nursing Home Reform Coordinator may visit individuals in Nursing Facilities to monitor contract compliance.

III. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS) Enrollment and Termination/Service Activity Reports, as required in the DIVISION's CPMS Manual for DD Services.
- B. Notification of vacancies and service interruptions must be given to DIVISION's Office of Developmental Disability Services Nursing Home Reform Coordinator, as follows:
 - (1) In addition to reporting terminations in CPMS, COUNTY must report, in writing, any terminations from DD 45 services, including those resulting from a client's death, illness, transfer or discharge from the NF, within 14 calendar days of the termination(s).

MHDDSD 1995-97 Part III
DD 45 - Nursing Facility Specialized Services

- (2) In the event of any service interruption of two continuous weeks duration or more, regardless of cause, COUNTY must immediately report the interruption, its cause, and expected plan for resuming services.

IV. Payment Procedures

Basis of Payment: Payment is based on a monthly rate for each eligible client enrolled in the service and documented through CPMS, except that payment is limited to the cumulative biennial total authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by the DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. Payment will not be made for any slot vacant for a full calendar month.

Disbursement: Funds are disbursed through monthly allotments.

Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

All funds paid as described above must be expended on services approved by DIVISION.

DD45/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: SEMI-INDEPENDENT LIVING SERVICES

Service I.D. Code: DD 47

I. Service Description

Semi-Independent Living Services 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 provide assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, and recreation. Services also include regular monitoring of varying intensity from monthly to daily based on individual need.

This service is regulated by OAR 309-41-015 until revised rules, OAR 309-41-750 through 990, are adopted, at which time the revised rules will apply.

II. Performance Requirements

- A. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- B. One unit of Semi-Independent Living (SIL) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SIL will provide services to a minimum of eight clients per month. If the program operates at less than a cumulative-to-date average of 95% of contracted capacity, DIVISION may unilaterally reduce the Agreement/Contract.
- C. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

Provider Administrative Rule Self-Assessment: Each certified Semi-Independent Living program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every two years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION'S Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

IV. Payment Procedures

Basis of Payment: Payments are based on the service capacity in the Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee, except:

- (1) Payment is limited to the cumulative biennial total authorized for the service element in executed PAAFs, and
- (2) If the service is not operational for the full period specified in the executed PAAFs, payment will be based on the monthly amount for each month in which the service capacity was operational.

Disbursement: The funds are disbursed through monthly allotments.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: CASE MANAGEMENT

Service I.D. Code: DD 48

I. Service Description

The 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; 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 309-41-400 through 500.

II. Performance Requirements

- A. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- B. COUNTY shall maintain a current address for each client.
- C. 100% of individuals in DD funded vocational or residential services will have an Individual Service Plan (ISP).
- D. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS); Title XIX Waiver Forms for all individuals enrolled in DD Residential (DD 50) or Supported Living (DD 51) services, and for other individuals as instructed by the DIVISION; and "MHD/DD 0376" (Adult Foster Care License Evaluation Form). The reports required above must be completed in accordance with instructions provided by DIVISION.
- B. If asked to assist DIVISION with rate computations, COUNTY agrees to submit detailed information on expenditures as specified by DIVISION.

IV. Payment Procedures

Basis of payment: Payment is based on the DIVISION-established monthly rate per client served by a Case Manager, except that payment is limited to the cumulative biennial total authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

For each month for which COUNTY reports services for a client in CPMS, COUNTY must document delivery of at least one billable service, as defined by the Title XIX State Plan, 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. Records may be reviewed by DIVISION, and payments may be adjusted, if services have not been accurately reported or documented.

Disbursement of funds: Funds are disbursed through monthly allotments.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due based on the number of total service months reported through CPMS.

All funds paid as described must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: FAMILY SUPPORT

Service I.D. Code: DD 49

I. Service Description

Family Support programs provide comprehensive family-chosen services to families which have exceptional care-giving requirements associated with having a member with developmental disabilities who lives at home. Services may include:

- (1) Prioritization and enrollment of developmentally disabled clients and their family members who require the services;
- (2) Preparation of a Family Support Plan for each family to be served;
- (3) Assistance with family problems of adjustment to the developmentally disabled person's needs;
- (4) Assistance to agencies and groups to develop specialized resources for families, and to improve their access and services to families;
- (5) Development and coordination of family member networks such as supportgroups;
- (6) Financial assistance directly to or on behalf of families to offset part or all of the costs of services in a Family Support Plan. Services eligible for financial assistance include: architectural modification; adaptive equipment and clothing; basic support; medical, dental, and therapy services; transportation; respite information/education; and other expenses related to the effects of the disability on the family. Services may be directed to either the eligible person or eligible family member;
- (7) Family foster care services provided to the family member with developmental disabilities.

DIVISION is currently writing Administrative Rules to regulate this service. These OARS will apply when adopted.

II. Performance Requirements

- A. Eligibility: 100% of individuals served must be persons with developmental disabilities and their family members. The persons with developmental disabilities must reside with the family or must be returning to the family residence as part of the service plan.

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DD 49 - Family Support
Performance Requirements (con't)

- B. Single entry point/setting priorities: COUNTY'S Community Mental Health Program (CMHP) 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 Developmental Disability (DD) services who meet the minimum eligibility criteria set by the Family Support Program. COUNTY shall maintain standards for prioritizing family enrollment into the Family Support Program. Those standards are subject to approval by DIVISION.
- C. Family Support Plan and documentation: COUNTY will prepare, and update as changes occur, a written Family Support Plan for all individuals and their families receiving Family Support Services. The Family Support Plan will include, at a minimum, a description of services to be provided and projected expenditures to be paid with DIVISION funds. COUNTY will maintain documentation that services are delivered and expenditures made in accordance with each Family Support Plan, and will make that documentation available to DIVISION on request.
- D. Project Advisory Committee: 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 Program. This requirement for a Project Advisory Committee is waived for Counties which use all Family Support funds solely for family foster care services.
- E. Maintenance of Effort, Use of Other Available Resources: COUNTY must ensure that federal, state, and local sources of services or 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. Fee Requirements and Standard Expenditures Prohibited:
- (1) 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.
 - (2) Standardized expenditure limitations may not be established for participating families.
- G. Allowable Expenditures:
- (1) DD 49 expenditures must be made in accordance with a biennial line-item budget approved by DIVISION. The

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DD 49 - Family Support
Performance Requirements (con't)

proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD 49 funds to COUNTY. A revised budget must be submitted within 45 days of execution of any Plan/Amendment Approval Form (PAAF) which changes the biennial DD 49 allocation. The biennial budget, and all revisions, must be prepared on forms prescribed by DIVISION.

Within the approved line-item budget, COUNTY may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay without prior approval. Transfers that exceed 15% and all transfers to Capital Outlay must be prior-approved by DIVISION. DIVISION may at its discretion, transfer funds approved for Capital Outlay to Start-Up, in Part C of the Plan/Amendment Approval Form (PAAF).

- (2) COUNTY will use Family Support funds and FTEs included in the approved Family Support budget solely for the Family Support Program. DD 49 shall not be co-mingled with any other program or service funds.

H. Project Evaluation: In addition to the annual reports, COUNTY must participate in a DIVISION-authorized external evaluation of the impact and effectiveness of the DD 49 services, if DIVISION requests that participation. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality; granting permission for staff and clients to be interviewed and/or respond to questionnaires; and participating in other evaluation activities as may reasonably be required by DIVISION.

I. CIP and NHR: Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

A. CPMS: Client Process Monitoring System (CPMS) reporting, following instructions in DIVISION'S CPMS Manual for DD Services, if and when DIVISION develops procedures for CPMS reporting for Family Support Services.

B. Financial Reports: a) Interim report of actual revenue and expenditures for the first fiscal year or portion thereof (July 1 - June 30) included in the Agreement, due by August 31 of Year 2 of the Agreement; and b) Final report of actual revenues and expenditures for the biennium, due within 60 days after the close of the

biennium or after termination of the Agreement, whichever is earlier. Reports must be prepared on forms following instructions prescribed by DIVISION.

IV. Payment Procedures

Basis of payment: Payment is based on reimbursement for actual allowable expenditures resulting from delivery of the services as specified above and made in accordance with a line-item budget approved by DIVISION, except that payment is limited to the cumulative biennial total authorized for the service element specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the CMHP director or other COUNTY designee.

Disbursement: Funds will be disbursed through monthly allotments which may be adjusted upon execution of a PAAF. Disbursements may also be adjusted, subject to approval by DIVISION, to: a) meet cash flow requirements; or b) recover unexpended funds based on information provided in interim expenditure reports.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies between payments and actual allowable expenditures as reported in the final financial report for the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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 309-49-030 through 225.

II. Performance Requirements

- A. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- B. If a facility or facilities operate at less than a cumulative-to-date average of 95% of contracted capacity, then DIVISION may unilaterally reduce the Agreement/Contract.
- C. Part IV, 50A, Specialized Service Requirements for Developmental Disability Residential Services, applies.
- D. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.
- E. Project AIM (Advocates Involved In Monitoring): COUNTY will require Residential Facilities (DD 50) providers to participate in Project AIM, a monitoring system operated under the auspices of DIVISION, if such participation is requested by DIVISION.

III. Special Reporting Requirements

- A. Residential Outcome Measures: Unless exempted in writing by DIVISION, all residential programs will participate and maintain certification in the DIVISION's Residential Outcomes System (ROS). ROS reporting will be completed in accordance with instructions provided by DIVISION.
- B. Provider Administrative Rule Self-Assessment: Each licensed 24-Hour Residential Facility program requesting license renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of

every two years, prior to expiration of its existing license. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in the DIVISION'S Self-Assessment Procedures for Developmental Disability Services for Residential Facilities.

IV. Payment Procedures

Basis of Payment: 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. Payments are further limited to the cumulative biennial total authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Disbursement: 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.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may occur during the biennium between payments and amounts due after offsets are applied.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: SUPPORTED LIVING SERVICES

Service I.D. Code: DD 51

I. Service Description

Supported Living Services provide individualized supports, delivered in a personalized manner, to people with developmental disabilities who live in the homes of their choice. Levels of support are based on individual needs and preferences as defined in the Individual Support Plan (ISP). Services include room and board and up to 24 hours per day of care, training, and support, which promote opportunities for individuals to be a part of and participate in the community in which they live. Care and services must comply with standards required for certification.

This service is regulated by OAR 309-41-550 through 690.

II. Performance Requirements

- A. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- B. If the Supported Living program operates at less than a cumulative-to-date average of 95% of contracted capacity in any given fiscal year, then DIVISION may unilaterally reduce the Agreement/Contract.
- C. Part IV, 50A, Specialized Service Requirements for Developmental Disability Residential Services, applies.
- D. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.
- E. Project AIM (Advocates Involved In Monitoring): COUNTY will require Supported Living (DD 51) providers to participate in Project AIM, a monitoring system operated under the auspices of DIVISION, if such participation is requested by DIVISION.

III. Special Reporting Requirements

Provider Administrative Rule Self-Assessment: Each certified Supported Living program requesting certificate renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every two years, prior to expiration of its existing certificate.

Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION'S Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

IV. Payment Procedures

Basis of Payment: Payment is based on a monthly rate approved by DIVISION for each bed made available for Supported Living 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. Payments are further limited to the cumulative biennial total authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Disbursement: 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.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may occur during the biennium between payments and amounts due after offsets are applied.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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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: a) public transportation is not available or not feasible due to the severity of the disability; and b) transportation is required for effective participation in employment or other needed services (such as medical/dental and community access).

II. Performance Requirements

- A. 100% of clients receiving assistance will be enrolled in Employment and Alternative Services (DD 54), Residential Facilities (DD 50), or Supported Living Services (DD 51), unless otherwise authorized in writing by DIVISION.
- B. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) reporting is required for this service element for all clients enrolled in DIVISION'S Title XIX Waiver program. CPMS reports must be completed following instructions in the DIVISION'S CPMS Manual for Developmental Disability (DD) Services.

IV. Payment Procedures

Basis of payment: Payments are based on the dollar amount specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Disbursement: The funds are disbursed through monthly allotments.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date

specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: EMPLOYMENT AND ALTERNATIVE SERVICES

Service I.D. Code: DD 54

I. Service Description

Employment and Alternative Services are out-of-home programs providing employment or alternatives to employment, training, and related supports to adults with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

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

II. Performance Requirements

- A. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- B. When providing Employment and Alternative Services to residents of an ICF/MR Facility, provider will comply with all terms of an agreement (which must be approved by DIVISION), between the provider and the Facility.
- C. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

- A. Vocational Outcomes Measurement: Completed following instructions provided by DIVISION.
- B. Title XIX: Reporting of client activities which meet the definition of habilitation services, and provision of other information as needed for DIVISION to claim Medicaid (Title XIX) reimbursement. Reporting must be done in accordance with procedures in the DIVISION's Client Process Monitoring System (CPMS) Manual for DD Services.
- C. ICF/MR: Reports to ICF/MR Facilities under terms of any agreements with such Facilities.
- D. Provider Administrative Rule Self-Assessment: Each certified Employment and Alternative Services program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every three years, prior to expiration of its existing certificate. Self-assessments

must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION'S Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

IV. Payment Procedures

Basis of payment: Except as provided below, payment is based on a monthly rate for each eligible client served, as documented through enrollment in CPMS, except that payment is limited to the cumulative biennial total authorized for the service element specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Disbursement: Funds will be disbursed through monthly allotments which may be adjusted periodically by DIVISION to reflect actual number of individuals served, as reported in CPMS.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Exceptions to pay for vacancies: In exceptional circumstances, when DIVISION has approved a plan to hold a slot vacant for an individual who will be served in the future, and lack of payment will cause a financial hardship for the service provider, DIVISION may make payment for the vacant months. Payment and settlement under these circumstances will follow standard procedures used for start-up.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: Rent Subsidies

Service I.D. Code: DD 56

I. Service Description

Rent subsidies are for rent and/or other housing-related costs in homes occupied by individuals receiving DIVISION-funded community developmental disability residential services. Subsidies may be awarded when room and board payments which can be billed to residents and/or other housing subsidies are insufficient to cover household expenses. These are costs which cannot be charged to DIVISION service payments for client care.

II. Performance Requirements

- A. 100% of individuals for whom rent subsidy funds are expended must be eligible for Developmental Disability (DD) Services.
- B. COUNTY will apply, or will require subcontractor(s) to apply, for Section 8 or other housing subsidies available through the local housing authority, for the individuals and/or facilities for which DIVISION rent subsidies are awarded. Application(s) will be made: within sixty (60) days of the effective date of DIVISION subsidy funding, or at the first opportunity as set by the local housing authority to submit applications.
- C. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

- A. Notification that other subsidies have been obtained: COUNTY must provide written notification to DIVISION'S Office of DD Services within two weeks (14 days) of any approvals of Section 8 or any other housing subsidies for individuals and/or facilities for which DIVISION rent subsidies are included in the Agreement. Notification will include, at a minimum:
 - (1) The name(s) of individual(s) and/or facility(ies) for which other subsidies have been approved;
 - (2) The source(s) and amount(s) of the other subsidy(ies) itemized by individual and/or by facility;
 - (3) The effective date(s) of the other subsidy(ies).

- B. Application for New or Renewed DD Rent Subsidies: The number of units and rates for rent subsidies are established through negotiations between DIVISION and COUNTY. DIVISION may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and periodically (but no more frequently than annually) to justify continuation of the subsidies. COUNTY will complete any such application process following instructions provided by DIVISION.

IV. Payment Procedures

- A. Basis of payment: The amount payable is based on a monthly rate for each contracted slot, except that:

- (1) Rent Subsidy funds may be expended only for the following allowable costs in homes occupied by individuals receiving DIVISION-funded DD residential services:

- (a) Rent or mortgage payments;
- (b) Utility costs, including heat, electricity, basic cable TV, water, sewer, sanitation services, basic telephone costs;
- (c) Fire and liability insurance on the home(s);
- (d) Maintenance and cleaning supplies/services;
- (e) Maintenance, repair or replacement of household appliances, furnishings or fixtures;
- (f) Capital expenditure on personal and/or real property needed for the home(s); and
- (g) Other expenses approved in writing by DIVISION.

- (2) Payment is limited to the cumulative biennial total authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

- B. Disbursement: Funds are disbursed through monthly allotments.

- C. Recoupment of funds: Notwithstanding payment provisions cited above, DIVISION may, at its discretion, act unilaterally to reduce payments under the following circumstances:

- (1) For new services which start later than the date specified in executed PAAFs: DIVISION may reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or

through the Agreement/Contract settlement process. This provision does not apply to vacancies in new services once those services have reached full capacity.

- (2) To offset receipt of non-DIVISION subsidies: DIVISION may reduce rent subsidies by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by DIVISION. Any reduction made under this provision will be effective upon issuance of a PAAF signed by DIVISION Contract Officer.

- D. Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: DD SPECIAL PROJECTS

Service I.D. Code: DD 57

I. Service Description

Developmental Disability (DD) Special Projects are activities within the scope of services set forth in ORS 430.630. This includes training projects, as well as projects which are not ongoing service elements defined in administrative rules and which 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 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

A. Minimum performance requirements may be specified in one or more of the following: a) Part IV, "Specialized Service Requirements"; or b) a Plan/Amendment Approval Form (PAAF) that has been signed by DIVISION Contracting Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. The requirements may include the following:

- (1) The frequency, methodology, and the content of project reports to be filed;
- (2) The client or other service recipient activities to be provided;
- (3) The minimum number of clients or other recipients to be served;
- (4) Any tangible products to be produced;
- (5) Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the Agreement/Contract; and/or
- (6) Any line item expenditure requirements or limitations.

B. Performance projections beyond the required performance may be articulated by 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 Agreement/Contract for information purposes.

III. Special Reporting Requirements

- A. Special programmatic and other reporting requirements may be specified in one or more of the following: a) Part IV, "Specialized Service Requirements"; or b) a Plan/Amendment Approval Form (PAAF) that has been signed by DIVISION Contracting Officer and the CMHP director or other COUNTY designee.
- B. Expenditure reports: For each DD 57 Special Project funded on the basis of reimbursement for actual expenditures, COUNTY/CONTRACTOR must submit the following expenditure reports: a) Interim report of actual revenue and expenditures for the first fiscal year or portion thereof (July 1 - June 30) included in the Agreement, due by August 31 of Year 2 of the Agreement; and b) Final report of actual revenues and expenditures for the biennium, due within 60 days after the close of the biennium or after termination of the Agreement, whichever is earlier.
- Reports must be prepared: a) separately for each Special Project included in the Agreement/Contract; and b) on forms and following instructions prescribed by DIVISION.
- C. CIP/NHR: Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

IV. Payment Procedures

Basis of payment: Unless otherwise specified in Part IV or an executed PAAF, payments will be based on cost reimbursement for actual expenditures made in accordance with a line-item budget approved by DIVISION for each Special Project. Payment for each Special Project is limited to the dollar amount specified in the PAAFs signed by DIVISION Contract Officer and the CMHP director or other COUNTY designee.

Disbursement: Funds are disbursed through monthly allotments which may be adjusted upon execution of a PAAF. Disbursements may also be adjusted, subject to approval by DIVISION, to: a) meet cash flow requirements for the Special Project(s); or b) recover unexpended funds based on information provided in interim expenditure reports.

Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment

provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

All funds paid as described above must be expended on services approved by DIVISION.

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Service Requirements and Payment Procedures

Service Name: DD ADULT FOSTER HOMES

Service I.D. Code: DD 58

I. Service Description

Adult Foster Homes for adults with developmental disabilities (DD) provide care and services designed to promote the residents' rights to independence, choice and decision-making while providing a safe, secure, home-like environment. Care includes: 24-hour supervision; the provision of room and board; and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services which help the residents develop appropriate skills to increase or maintain their level of functioning. Care and services are provided in accordance with each resident's Individual Service Plan (ISP), which includes a Personal Care Plan developed through a nursing assessment and prescribed by a physician.

This service is regulated by OAR 309-40-000 through 100.

II. Performance Requirements

- A. 100% of clients must be eligible for DD services.
- B. DD Adult Foster Home providers must participate in initial and periodic assessments of residents' needs as required by Administrative Rule for purposes of developing a Personal Care Plan for each individual served.
- C. COUNTY will assist DIVISION in licensing DD Adult Foster Homes, by performing the following tasks within timelines required in the above-referenced OARs:
 - (1) For new licenses, COUNTY will inspect the home and complete the Adult Foster Home License Evaluation form. COUNTY will submit to DIVISION the Evaluation form, along with the home's Adult Foster Home License Application, criminal history check, physician's statement, and any other information necessary for licensing the residence.
 - (2) For renewal of existing licenses, COUNTY will inspect the home, complete the Adult Foster Home License Evaluation form, and forward the Evaluation form to DIVISION.

DIVISION will make the final determination on issuance and renewal of licenses, based on information submitted by COUNTY and the homes.

D. COUNTY agrees:

- (1) To assist DIVISION in administration of foster home services provided under a direct contract between DIVISION and the foster home provider;
- (2) To provide case management and protective services as needed by foster home clients, from funds authorized through approved Plan/Amendment Approval Forms (PAAFs) for service element MHS 20 or DD 48; and
- (3) To authorize payment for foster home services and assure that the total payment authorized does not exceed the amounts specified in approved PAAFs for Adult Foster Care Services. Total payments are to be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

E. Part IV, 50A, Specialized Service Requirements for Developmental Disability Residential Services, applies.

F. Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP) and Nursing Home Relocation Projects, applies for services provided to individuals discharged from a state training center or nursing facility on or after July 1, 1989.

III. Special Reporting Requirements

- A. Personal Care Adult Foster Home Data Form and Personal Care Rate Change Justification Form, when necessary, following instructions in DIVISION'S Developmental Disability Services Adult Foster Care Procedures Manual.
- B. Reporting of client enrollment and termination in DIVISION's Client Process Monitoring System (CPMS), following instructions in the CPMS Manual for DD Services.

IV. Payment Procedures

- A. Basis of payment: Payment is based on a monthly rate for each eligible client enrolled and served, except that:
 - (1) The monthly rate is prorated for any month in which the eligible resident is not living in the home for a portion of the month;
 - (2) Payments are reduced by the amount of client resources received by the home in support of client care and services provided; and
 - (3) Payment, including offsets, is limited to the cumulative biennial total authorized for the service

element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

- B. Payment rates: Payment rates are established as follows: For all persons receiving DD Adult Foster Home services, a Client Assessment & Planning System Form (SDSD 360), assessing the individual's health care needs, must be completed by nurses contracted or hired by DIVISION or COUNTY to perform this work. A standard payment rate based on the health care assessment will be utilized by DIVISION unless COUNTY adjusts the rate to be higher or lower than the standard rate.

COUNTY rate adjustments must be reported on DIVISION'S Personal Care Adult Foster Home Data Form and Personal Care Rate Change Justification Form, following instructions in DIVISION'S Developmental Disability Services Adult Foster Care Procedures Manual.

- C. Disbursement: Funds are disbursed monthly, following the month of service, through the Senior and Disabled Services Division's (SDSD) Community Based Care (CBC) system. Payments may be made between monthly disbursements for rate and other adjustments.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: High School Transition Services

Service I.D. Code: DD 90

I. Service Description

High School Transition Services assist individuals aged 18-26 with developmental disabilities to obtain and maintain supported employment without dependence on long-term DIVISION funding. "Supported employment" is defined as work for pay in settings where no more than eight individuals with similar disabilities are employed. Hours worked per week are based on documented assessments of each individual's needs and preferences.

High School Transition Services are provided through Developmental Disability (DD) Transition Specialists, who provide intensive case management services to those individuals enrolled. These services include certain standard case management services, plus assistance to individuals to obtain and maintain jobs after graduation from high school. Specifically:

- A. Approximately 70% of DD Transition Specialist service costs are related to the following case management activities: assessment of client needs; assistance to the client and/or the family to obtain services; coordination of the development of the individual plan for work training, as well as medical care and the living situation (if the latter are related to obtaining and maintaining employment); monitoring the provision of client services; obtaining/coordinating consultation services to providers and families; and assuring the appropriateness and quality of services to individual clients.
- B. Approximately 30% of DD Transition Specialist activities may include the following: co-worker training; job analysis/adjustments; individual training/support or group instruction; individual retraining/coaching; assistance in obtaining SSI/Medicaid eligibility; monitoring/evaluating employer satisfaction; assisting family members with issues affecting transition to work; reporting on outcomes (e.g. jobs, wages, hours); maintaining administrative and contracts-related records; contract monitoring; and clerical support.
- C. Case management activities specifically excluded from the responsibilities of DD Transition Specialists are: protective services; crisis/diversion services; eligibility determination; wait list management; making recommendations about certification of DD adult foster homes; and authorization of payments for foster home services.

- D. DD Transition Specialist case management services are regulated by the following sections of OAR 309-41-400 through 500, Case Management Services for Individuals with Developmental Disabilities and Their Families: Definitions; Standards for Assessment of the Individualized Support Needs and the Development of the Individual Support Plan (ISP); Case Management Assessment of Individual Needs; ISP Development Process; Case Manager's Role in Services for School-Aged Children; Provision of Services; Standards for Monitoring Individual Support Plans; Standards for Qualification and Training for Case Managers; and Grievance Procedures.

II. Performance Requirements

- A. High School Transition Services must be provided in accordance with a plan approved in writing by the DIVISION. If COUNTY/CONTRACTOR has not submitted a plan acceptable to DIVISION prior to the effective date for implementation and payment of DD 90 services as described in Plan/Amendment Approval Form(s), signed by DIVISION's Contract Office and the Community Mental Health Program (CMHP) director or other COUNTY/CONTRACTOR designee, then COUNTY/CONTRACTOR must submit its High School Transition Services Plan by July 10 of the first year of the Agreement/Contract period, or within 10 days after the initial award of DD 90 funds to COUNTY/CONTRACTOR. At a minimum, the plan must include:
- (1) Confirmation that the COUNTY/CONTRACTOR agrees not to bill under DD 48 Case Management for individuals served in DD 90 High School Transition Services unless approved in writing by DIVISION;
 - (2) Identification of agency or individual providing High School Transition Services, if other than COUNTY/CONTRACTOR;
 - (3) Confirmation that DD Transition Specialist activities will be conducted according to specifications in this Part III;
 - (4) A statement of commitment to annual outcomes for new job placements that will not require long-term DIVISION funding to maintain, including: proposed timelines for placement of individuals in jobs; long-term support strategies to be used; and, if 18- to 26-year-old individuals are not directly served by DD Transition Specialists, an explanation of how jobs created will result in an equivalent number of other day program placements for this target population;
 - (5) A description of the assessment process used, or to be used, to determine who will be served, as well as individual preferences and support strategies;

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- (6) A statement of DD Transition Specialist full-time equivalencies (FTEs) to be utilized in the project and the numbers of individuals each Specialist, or portion of Specialist, is anticipated to serve over the course of each year in the Agreement/Contract period; and
- (7) A plan for increasing/maintaining local collaboration among families, individuals, employers, schools, Vocational Rehabilitation, and DD service providers.

B. Eligibility: 100% of individuals served must:

- (1) Be eligible for DD Services;
- (2) Be ineligible for the Oregon Vocational Rehabilitation Division's Youth Transition Program due to need for permanent ongoing support to maintain employment;
- (3) Not be enrolled in DIVISION-funded Employment and Alternative Services (DD 54) or must be individuals who were previously enrolled in DD 54 services, but who have been terminated from those services to create a placement for an eligible individual transitioning from high school to adult employment; and
- (4) Unless otherwise approved in writing by the DIVISION, not have been previously employed through 1993-95 High School Transition projects.

C. Utilization:

- (1) COUNTY/CONTRACTOR will place individuals in jobs that do not require ongoing DIVISION funds to maintain.
- (2) COUNTY/CONTRACTOR will secure the number of jobs specified in Special Conditions included in executed PAAF(s). The number of jobs will be for unduplicated individuals; that is, job placement for an individual may only be counted once during the biennium.
- (3) DIVISION may unilaterally reduce the Agreement/Contract amount if COUNTY/CONTRACTOR reduces the number of individuals served/jobs secured without prior DIVISION approval.

D. Individual Transition Service Plan: Services must be provided in accordance with written transition plans developed by each project participant's Individual Education Plan (IEP) or Individual Service Plan (ISP) team.

E. DD Transition Specialist training: COUNTY/CONTRACTOR will

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participate in statewide training and technical assistance, including required DD Transition Specialists' attendance at quarterly meetings, unless specifically exempted in writing by the DIVISION.

III. Reporting Requirements

- A. Client Process Monitoring System (CPMS) Enrollment and Termination/Service Activity Reports, as required in DIVISION's CPMS Manual for DD Services.

- B. Title XIX Waiver Information Form: When an individual receives DD High School Transition 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 High School Transition Services.

If the individual is not already receiving another waived service, Division's Office of DD Services will determine whether to enroll that person in the waiver program after receipt of completed CPMS forms for DD High School Transition Services. The Division's Office of DD Services will notify COUNTY/CONTRACTOR when a Title XIX Waiver Information Form must be completed for a newly-enrolled client.

- C. Documentation of DD Transition Specialist qualifications: COUNTY/CONTRACTOR will maintain and make available to DIVISION personnel records for each DD Transition Specialist, to include, at a minimum:

- (1) Evidence that the DD Transition Specialist meets minimum qualifications for DD Case Managers;
- (2) Records of reference checks;
- (3) Criminal history check and approval documents;
- (4) Proof of current CPR/First Aid certification;
- (5) If applicable, proof of insurance and current license to operate a motorvehicle; and
- (6) Records of preservice and inservice training participation.

- D. Documentation of case management activities: COUNTY/CONTRACTOR will maintain and make available to DIVISION records of case management activities kept in accordance with requirements of OAR 309-41-400 through 500, as referenced in item I.D. above.

- E. Program reports: COUNTY/CONTRACTOR will provide the following program reports to DIVISION's designee, on the

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DD 90 - High School Transition Services
Reporting Requirements (con't)

dates specified, in a format and with a level of detail prescribed by DIVISION:

- (1) Individual outcomes plans: Initial report identifying, by name, the individuals to be served in DD 90 High School Transition services. The report will include, for each person to be served: proposed outcomes, service costs, and demographic information as may be required by the DIVISION. DUE DATE: AUGUST 15 of the first year of the Agreement/Contract period, unless an alternate date is approved in writing by DIVISION;
- (2) Monthly reports, to include, at a minimum: updated information identifying individuals to be served; information about wages; hours worked by program participants; and levels of integration; and
- (3) General project reports, as may be requested by DIVISION, to include information such as: individual satisfaction measures, successful strategies for achievement, lists of private business partners, and fiscal status of the project.

IV. Payment Procedures

- A. Basis of payment: Payment is based on the DIVISION-established monthly rate per client served by a Case Manager, except that payment is limited to the cumulative biennial total authorized for the service element in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the CMHP director or other COUNTY designee.

For each month for which COUNTY reports services for a client in CPMS, COUNTY must document delivery of at least one billable service, as defined by the Title XIX State Plan, 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. Records may be reviewed by DIVISION, and payments may be adjusted, if services have not been accurately reported or documented.

- B. Disbursement of funds: Funds are disbursed through monthly allotments. DIVISION may withhold payments pending approval of COUNTY/CONTRACTOR's High School Transition Services Plan, as required above.
- C. Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates

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DD 90 - High School Transition Services

specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.

- D. Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due based on the number of total service months reported through CPMS.

All funds paid as described must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Alcohol residential care centers are required to give priority for admission to clients referred from community intensive residential treatment facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources, as well as Oregon Health Plan members.

Clients referred into residential treatment shall meet the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP. All publicly supported residential treatment programs are regional programs and shall serve individuals referred from counties within the region.

This service 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 ethnic minorities.

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 90% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement.
- B. In programs with state-funded beds for ethnic minorities, 51% of the persons served must be members of the ethnic group(s) designated in PAAFs accepted by COUNTY. This requirement will be monitored quarterly.
- C. 5.8% of the total persons served in state-funded beds must be parolees and/or probationers.

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A&D 61 - Alcohol Residential Care

- D. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

	Percent of Total <u>Clients Served</u>
ADULT PERFORMANCE STANDARDS	
1) Change in Employability	60%
2) Employment Improvement	5%
3) Educational Advancement	6%
4) Not Arrested During Treatment	90%
5) Participated in Self-Help Groups	85%
6) Abstinent/Drug Free 30 Days Prior to Discharge	70%
7) Completed Treatment	55%
8) Referred to Self-Help Groups	22%
9) Referred to Other Alcohol/Drug Treatment Services	30%
WOMEN PERFORMANCE STANDARDS	
1) Progressed in School/Training	65%
2) Not Arrested During Treatment	90%
3) Participated in Self-Help Groups	75%
4) Abstinent/Drug Free 30 Days Prior to Discharge	70%
5) Completed Treatment	55%
6) Referred to Self-Help Groups	20%
7) Referred to Other Alcohol/Drug Treatment Services	20%
8) Complied with CSD Agreement	55%
9) Abstinent 30 Days Before Delivery	90%

III. Special Reporting Requirements

DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium. All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: DRUG RESIDENTIAL CARE

Service ID Code: A&D 62

I. Service Description

Drug residential programs must comply with OAR 410-10-000 through 410-10-170, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Drug residential care centers are required to give priority for admission to clients referred from community intensive residential treatment facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources, as well as Oregon Health Plan members. Clients referred into residential treatment shall meet the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP. All publicly supported residential treatment programs are regional programs and shall serve individuals referred from counties within the region.

This service provides a structured treatment environment for residents on a 24-hour basis. Individuals admitted are alcohol and/or 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 ethnic minorities.

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 90% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement.
- B. In programs with state-funded beds for ethnic minorities, 51% of the persons served must be members of the ethnic group(s) designated in PAAFs accepted by COUNTY. This requirement will be monitored quarterly.

- C. 5.8% of the total persons served must be parolees and/or probationers.
- D. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

	Percent of Total <u>Clients Served</u>
ADULT PERFORMANCE STANDARDS	
1) Change in Employability	60%
2) Employment Improvement	5%
3) Educational Advancement	6%
4) Not Arrested During Treatment	90%
5) Participated in Self-Help Groups	75%
6) Abstinent/Drug Free	50%
7) Completed Treatment	40%
8) Referred to Self-Help Groups	22%
9) Referred to Other Alcohol/Drug Treatment Services	25%
WOMEN PERFORMANCE STANDARDS	
1) Progressed in School/Training	65%
2) Not Arrested During Treatment	90%
3) Participated in Self-Help Groups	75%
4) Abstinent/Drug Free	70%
5) Completed Treatment	55%
6) Referred to Self-Help Groups	20%
7) Referred to Other Alcohol/Drug Treatment Services	20%
8) Complied with CSD Agreement	55%
9) Abstinent 30 days Before Delivery	90%

III. Special Reporting Requirements

DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

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A&D 62 - Drug Residential Care

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: NON-HOSPITAL ALCOHOL DETOXIFICATION

Service ID Code: A&D 63

I. Service Description

Alcohol detoxification programs must comply with OAR 415-50-000 through 415-50-095, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

This service is non-hospital based and provides immediate evaluation and care for persons with alcohol abuse problems who are acutely intoxicated. The primary objective of a detoxification center is to stabilize the person in order to begin treatment of the alcohol abuse problem or to promote acceptance of appropriate referrals. All detoxification programs are regional programs and shall serve individuals referred from counties within the region.

Programs are required to give admission priority to clients referred by agencies of the Department of Human Resources and to Oregon Health Plan members.

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 70% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. No client shall remain in alcohol detoxification for more than 10 consecutive days without a waiver from OADAP.
- B. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

ADULT PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Not Readmitted to Same Center	50%
2) Participation in Self-Help Groups	65%
3) Completed Treatment	65%
4) Referred to Other Alcohol/Drug Treatment Services	35%
5) Referral to Self-Help Groups	5%

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment/Discharge forms unique to Non-hospital 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.

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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 415-51-000 through 415-51-070, and 415-51-085 through 415-51-120 if applicable, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Outpatient centers are required to give priority for admission to clients referred from community intensive residential treatment facilities, state-funded residential facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources. Youth programs must give admission priority to clients referred by Children's Services Division.

This service element provides assessment and treatment services for persons who are not in need of 24-hour supervision for effective treatment of their alcohol abuse. Clients referred into outpatient alcohol treatment shall meet the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP.

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. The treatment program must provide client-specific reintegration (aftercare) plans that are designed to help clients maintain successfully upon discharge (women's support groups, parenting groups, career development, further education, etc.).

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 100% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. Clients who are Oregon Health Plan members will not be counted towards slot utilization.
- B. In programs with state-funded beds for ethnic minorities, 51% of the persons served must be members of the ethnic group(s) designated in PAAFs accepted by COUNTY. This requirement will be monitored quarterly.
- C. At least 7.6% Of the total persons served must be parolees and/or probationers.
- D. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

ADULT PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Employment Improvement	15%
2) Maintained Employment	80%
3) Change in Employability	45%
4) Educational Advancement	7%
5) Arrested During Treatment	90%
6) Completed Treatment	50%
7) Reduction in Use of Primary Problem	55%
8) Abstinent/Drug Free 30 Days Prior to Discharge	40%
9) Participation in Self-Help Groups	40%
YOUTH PERFORMANCE STANDARDS	
1) Educational Advancement	60%
2) Participated in Self-Help Groups	35%
3) Not arrested During Treatment	75%
4) Abstinent at Termination	45%
5) Completed Treatment	50%
6) Academic School Improvement	30%
7) Improved School Attendance	15%
8) Behavior in School Improved	15%
WOMEN PERFORMANCE STANDARDS	
1) Employment Maintained	70%
2) Employment Status Improved	15%
3) Progressed in School/Training	30%
4) Participated in Self-Help Groups	40%
5) Not arrested during Treatment	75%
6) Abstinent/Drug Free	40%
7) Completed Treatment	35%
8) Reduction of Use	45%
9) Complied with CSD Agreement	35%
10) Abstinent 30 Days Before Delivery	60%

III. Special Reporting Requirements

- A. DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).
- B. Designated Youth Programs must use the CPMS Early Intervention/Youth Treatment enrollment and termination form. Completion of Enrollment Items 41-43 and Discharge Items 71-78 is required.

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and

the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

If PAAFs authorize funds for services to medicaid eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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 415-51-000 through 415-51-070, and 415-51-085 through 415-51-120 if applicable, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Outpatient centers must assure that clients referred from community intensive residential treatment facilities, state-funded residential facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources 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. Clients treated in drug outpatient services shall meet the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP.

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. The treatment program must provide client-specific reintegration (aftercare) plans that are designed to help clients maintain successfully upon discharge (women's support groups, parenting groups, career development, further education, etc.)

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 100% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. Oregon Health Plan members will not be counted towards utilization of a slot.
- B. In programs with state-funded beds for ethnic minorities, 51% of the persons served must be members of the ethnic group(s) designated in PAAFs accepted by COUNTY. This requirement will be monitored quarterly.
- C. At least 7.6% of the total persons served must be parolees and/or probationers.
- D. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

ADULT PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Employment Improvement	15%
2) Maintained Employment	80%
3) Change in Employability	45%
4) Educational Advancement	7%
5) Not Arrested During Treatment	85%
6) Completed Treatment	30%
7) Reduction in Use of Primary Problem	40%
8) Abstinent/Drug Free 30 Days Prior to Discharge	37%
9) Participation in Self-Help Groups	20%
YOUTH PERFORMANCE STANDARDS	
1) Educational Advancement	60%
2) Participated in Self-Help Groups	35%
3) Not Arrested During Treatment	75%
4) Abstinent at Termination	45%
5) Completed Treatment	40%
6) Academic School Improvement	30%
7) Improved School Attendance	15%
8) Behavior in School Improved	15%
WOMEN PERFORMANCE STANDARDS	
1) Employment Status Improved	15%
2) Progressed in School/Training	30%
3) Participated in Self-Help Groups	40%
4) Not Arrested During Treatment	75%
5) Abstinent/Drug Free	40%
6) Completed Treatment	35%
7) Reduction of Use	45%
8) Complied with CSD Agreement	35%
9) Abstinent 30 days Before Delivery	60%

III. Special Reporting Requirements

- A. DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).
- B. Designated Youth Programs must use the CPMS Early Intervention/Youth Treatment enrollment and termination form. Completion of Enrollment Items 41-43 and Discharge Items 71-78 is required.

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other

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A&D 65 - Outpatient Drug-Free

COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

If PAAFs authorize funds for services to medicaid eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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Service Requirements and Payment Procedures

Service Name: DUII INFORMATION PROGRAM

Service ID Code: A&D 68

I. Service Description

Programs must comply with OAR 415-51-000 through 415-51-130 and any OAR specific to the service element in which service is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

This service element provides short-term (12 hours minimum) didactic alcohol and drug education programs with an emphasis on the effects of driving under the influence of intoxicants. Programs must meet the minimum curriculum, instructor, and hourly standards established by OADAP. DUII Information 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 shall not be enrolled as outpatient clients. They must be enrolled in the appropriate DUII service element until all DUII requirements are fulfilled.

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Discharge forms unique to the DUII Information Program must be submitted at termination. Forms must be properly coded (showing the service element and reporting unit for all clients including non-indigent clients). Service volume must be 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, issued as a reimbursement determined by: a) service volume information reported in CPMS for services delivered as specified above; and b) the dollar limitation specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through the monthly allotment process. Settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
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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 415-20-000 through 415-20-090 and Federal Methadone Regulations (21 CFR), and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Methadone maintenance services include the administration of prescribed methadone or levo-alpha-acetymethadol hydrochloride (LAAM), another synthetic opiate. Methadone maintenance programs must assure that clients referred from community intensive residential treatment facilities, the Department of Corrections Treatment Programs, and agencies of the Department of Human Resources will receive priority for admission.

This service provides non-residential assessment and treatment to persons who are not in need of 24-hour supervision for effective treatment of their opiate dependency. Administration of synthetic opiates 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.

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 100% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. Clients who are Oregon Health Plan members will not be counted towards utilization of slots.
- B. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

MHDDSD 1995-97 Part III
A&D 69 - Methadone Maintenance

ADULT PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Employment Maintained	80%
2) Change in Employability	40%
3) Employment Improvement	8%
4) Educational Advancement	5%
5) Not Arrested During Treatment	65%
6) Completed Treatment	30%
7) Abstinent/Drug Free	35%
WOMEN PERFORMANCE STANDARDS	
1) Employment Maintained	70%
2) Employment Status Improved	15%
3) Progressed in School/Training	30%
4) Participated in Self-Help Groups	40%
5) Not Arrested During Treatment	75%
6) Abstinent/Drug Free	40%
7) Completed Treatment	35%
8) Reduction of Use	45%
9) Complied with CSD Agreement	35%
10) Abstinent 30 days Before Delivery	60%

III. Special Reporting Requirements

DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

If PAAFs authorize funds for services to medicaid eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

A&D69/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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 415-56-000 through 415-56-025, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

This service element implements prevention and early intervention projects which add to the continuum of strategies that maximize community commitment and involvement in the reduction of alcohol, tobacco and other drug problems, the reduction of factors predicted to increase such use problems, and increasing the presence of protective factors research demonstrates reduce such problems.

Projects funded range from prevention to early intervention. Examples of specific strategies include: support for parent groups focusing on alcohol, tobacco and other drug use issues; training of school staff in school policy to incorporate procedures for preventing and managing alcohol and drug use problems; effective alcohol, tobacco and other drug problems prevention curricula; student assistance programs; programs directed at reducing risk factors that lead to adolescent alcohol, tobacco and other drug use, strategies to improve the environment for citizens by improved public policy regarding alcohol consumption, etc.

II. Performance Requirements

Program performance criteria will be negotiated, and included as special conditions in Plan/Amendment Approval Forms (PAAFs). Programs will be monitored on the basis of the special conditions, and continued funding will in part depend upon achievement of the conditions at acceptable levels. Criteria routinely include process objectives, with related outcomes in the behavioral, attitudinal, and educational areas.

III. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS) Early Intervention enrollment and termination forms must be submitted within a week of the first face-to-face contact by programs whose project is designed to intervene at the earliest stages of alcohol and/or drug abuse (e.g., most Student Assistance Programs and Children of Alcoholics Programs). Completion of Enrollment Items 41-43 and Discharge Items 71-78 is required.

- B. DIVISION will send a list of open clients to the provider monthly. This list should be reviewed to identify clients who have not been served within the past thirty days. These clients should be terminated on CPMS.
- C. All programs must submit standardized semiannual progress reports at the 6th month (due February 15, annually) and an annual evaluation report (due August 15, annually). Such reports must focus on successfully achieving the performance criteria noted in Section II above. Award of funds in future periods will depend, in large part, upon achievement of outcomes as reported in the standardized progress reports.

IV. Payment Procedures

Payment is based on reimbursement for actual expenditures approved by OADAP resulting from delivery of the services as specified above, and the dollar amount specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments which may be adjusted periodically by DIVISION to reflect cash requirements for continued program operation or when dollar amounts are changed in subsequent PAAFs.

Settlement, based on COUNTY'S statement of revenue and expenses as reported in an Oregon Community Mental Health Cost Statement, will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due. The Cost Statement is due to DIVISION within 60 days after the close of the biennium or after termination of the Agreement, whichever is earlier.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 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

CIRT Program must comply with OAR 410-10-000 through 410-10-170, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

CIRT Programs must assure that clients referred from agencies of the Department of Human Resources and court-committed clients will receive a priority for admission, as well as Oregon Health Plan clients. All CIRT programs are regional programs and shall serve individuals referred from counties within the region.

This service 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 six 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 in need of CIRT-level care. Referrals must meet the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP. 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

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 90% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement.
- B. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided

by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

	Percent of Total Clients Served
ADULT PERFORMANCE STANDARDS	
1) Change in Employability	60%
2) Not arrested During Treatment	90%
3) Completed Treatment	60%
4) Abstinent/Drug Free	70%
5) Participation in Self-Help Groups	90%
6) Referral to Alcohol and Drug Treatment	60%
7) Referral to Self-Help Groups	12%
YOUTH PERFORMANCE STANDARDS	
1) Educational Advancement	75%
2) Participation in Self-Help Groups	95%
3) Not Arrested During Treatment	80%
4) Abstinent at Termination	70%
5) Benefited From Treatment	60%
WOMEN PERFORMANCE STANDARDS	
1) Progressed in School/Training	65%
2) Participated in Self-Help Groups	75%
3) Not Arrested During Treatment	90%
4) Abstinent/Drug Free	70%
5) Completed Treatment	55%
6) Referral to Self-Help Groups	20%
7) Referral to Other A&D Services	20%
8) Complied with CSD Agreement	55%
9) Abstinent 30 days Before Delivery	90%

III. Special Reporting Requirements

DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: NON-HOSPITAL DRUG DETOXIFICATION

Service ID Code: A&D 73

I. Service Description

Drug detoxification programs must temporarily comply with OAR 415-50-000 through 415-50-095, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

This service is non-hospital 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 detoxification centers 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

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 70% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. No client shall remain in drug detoxification for more than 10 consecutive days without a waiver from OADAP.
- B. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

ADULT PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Not Readmitted to Same Center	50%
2) Participation in Self-Help Groups	65%
3) Completed Treatment	65%
4) Referral to Alcohol and Drug Treatment	35%
5) Referral to Self-Help Groups	5%

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment/Discharge forms unique to Non-hospital Detoxification must be submitted at the time a client is discharged. Service volume must be reported on the new form showing report unit, service element, the number of days, and the number of hours of service provided to the client.

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

A&D73/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: DUII REHABILITATION PROGRAM

Service ID Code: A&D 78

I. Service Description

Programs must comply with OAR 415-51-000 through 415-51-130 and any OAR specific to the service element in which treatment is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Length of stay and discharge decisions for each client shall be made using the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP. Rehabilitation programs serve clients who have been charged with driving under the influence of intoxicants (DUII) for the second or subsequent time(s), are determined to be problem drinkers, and have been referred for treatment according to the "criteria for client classification."

Treatment plans may include individual, group, or family counseling, and chemotherapy such as Antabuse. Clients also receive ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

II. Performance Requirements

- A. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the performance criteria detailed below monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Employment Improvement	5%
2) Maintained Full Employment	80%
3) Educational Advancement	5%
4) Not Arrested During Treatment	80%
5) Completed Treatment	45%
6) Reduction in Use of Primary Problem	60%
7) Not Arrested for DUII During Treatment	85%
8) Abstinent/Drug Free 30 Days Prior to Discharge	40%
9) Participation in Self-Help Groups	40%

- B. DUII clients shall not be enrolled as outpatient clients. They must be enrolled in the appropriate DUII service element until all DUII requirements are fulfilled.

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Termination forms must be submitted according to established CPMS timelines. Forms must be properly coded (showing the service element and reporting unit by their respective codes) for all clients (including non-indigent clients). 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, issued as a reimbursement determined by: a) service volume information reported in CPMS for services delivered as specified above; and b) the dollar limitation specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Payments for up to 40 hours of CPMS-documented treatment per client are made from the indigent driver program fund for all indigent or partially indigent clients. If clients require more treatment as determined by the Oregon Placement, Continued Stay, and Discharge Criteria, then further payments will depend upon whether the client is covered by a prepaid health plan under the Oregon Health Plan.

Funds are disbursed through the monthly allotment process.

Settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

A&D78/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: MARIJUANA EDUCATION - LEVEL I

Service ID Code: A&D 87

I. Service Description

Programs must comply with OAR 410-08-000 through 410-08-035, 410-09-000 through 410-09-040 and any OAR specific to the service element in which service is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

This service provides short-term (12-hour minimum) substance abuse education. Programs must meet minimum curriculum, instructor, and hourly standards established by OADAP. Programs serve clients who are offenders charged with knowingly or intentionally possessing less than one ounce of marijuana.

II. Performance Requirements

Marijuana Education clients shall not be enrolled as outpatient clients. They must be enrolled in the Marijuana Education Level I service element.

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Discharge form unique to Marijuana Education Level I will be submitted at termination. Forms will be properly coded (showing the service element and reporting unit for all clients including non-indigent clients). Service volume must be 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, issued as a reimbursement determined by: a) service volume information reported in CPMS for services delivered as specified above; and b) the dollar limitation specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee. Funds are disbursed through the monthly allotment process.

Settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium. All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: MARIJUANA TREATMENT - LEVEL II

Service ID Code: A&D 88

I. Service Description

Programs must comply with OAR 410-08-000 through 410-08-035, 410-09-000 through 410-09-040 and any OAR specific to the service element in which treatment is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

This service provides a minimum of 40 hours of outpatient therapy and educational services that meet the minimum curriculum, instructor, and hourly standards established by OADAP.

Level II programs serve clients who have been charged with unlawful knowing or intentional possession of less than one ounce of marijuana. Treatment plans may include individual, group, or family counseling. Clients also receive ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

II. Performance Requirements

- A. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the following performance criteria monitored on a quarterly basis:

PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Employment Improvement	5%
2) Maintained Full Employment	80%
3) Educational Advancement	5%
4) Not Arrested During Treatment	90%
5) Completed Treatment	80%
6) Reduction in Use of Primary Problem	70%
7) Not Arrested for Possession of Marijuana During Treatment	90%
8) Abstinent/Drug Free 30 Days Prior to Discharge	40%
9) Participation in Self-Help Groups	40%

- B. Marijuana Treatment clients shall not be enrolled as outpatient clients. They must be enrolled in the Marijuana Treatment Level II service element.

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Termination forms will be 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-indigent clients). 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, issued as a reimbursement determined by: a) service volume information reported in CPMS for services delivered as specified above; and b) the dollar limitation specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through the monthly allotment process.

Settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

A&D88/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: MARIJUANA EVALUATION SPECIALISTS

Service ID Code: A&D 89

I. Service Description

Evaluators must comply with OAR 410-08-000 through OAR 410-08-035 and any OAR specific to the service element in which service is to be delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

The Marijuana Evaluation Specialist evaluates individuals referred by the criminal justice system under Chapter 1075, OL 1989, (enrolled HB 2479). Evaluation shall be done using, at a minimum, assessment instruments designated by OADAP. Based on the evaluation, the Evaluation Specialist shall promptly refer the client to a program providing appropriate Level I or Level II services. Referrals of juveniles for programs providing Level II services should be to programs with juvenile treatment capacity.

II. Performance Requirements

The Marijuana Evaluation Specialist shall:

- (1) Directly contact each client's service provider at least once a month to verify participation and compliance;
- (2) Communicate client's compliance status to appropriate judicial or other justice system staff;
- (3) For Level I clients, confer with program between third and sixth week to determine if client should be placed in a Level II program, and take appropriate action.

III. Special Reporting Requirements

Files must be maintained on each individual evaluated and those files retained for seven years. The file must include evidence of indigence (where appropriate), record of fee payments made, compliance documentation, and other documentation cited in OAR 410-08-000 through OAR 410-08-035. These files are subject to audit by OADAP.

IV. Payment Procedures

Payment is based on a fee-for-service, issued as a reimbursement determined by: a) receipt by DIVISION of an invoice approved by OADAP for services delivered as specified

MHDDSD 1995-97 Part III
A&D 89 - Marijuana Evaluation Specialists

above; and b) the dollar limitation specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

An itemized invoice form, provided by OADAP, must be submitted to OADAP by the 10th of the month following the month indigent client evaluation(s) were performed. The invoice will list case number, date of birth, and date of evaluation. OADAP will forward approved invoices to DIVISION for payment.

Marijuana Evaluation Specialists are not permitted to bill for evaluation of indigent marijuana offenders unless the evaluator is employed by or contracted with a CMHP or an agency under direct contract to DIVISION. Evaluators who are employees of sub-contract agencies will be permitted to bill if that agency's contract with the CMHP includes an amount for Marijuana Evaluation Specialists.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

A&D89/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: METHADONE DETOXIFICATION

Service ID Code: A&D 99

I. Service Description

Methadone detoxification services must comply with OAR 415-20-000 through 415-20-090 and Federal Methadone Regulations (21 CFR), and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Methadone detoxification services may include the administration of prescribed methadone or levo-alpha-acetylmethadol hydrochloride (LAAM) or other synthetic opiate. Methadone detoxification programs are required to give priority for admission to clients referred from community intensive residential treatment facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources.

This service provides non-residential assessment and treatment to persons who are not in need of 24-hour supervision for effective treatment of their opiate dependency. Methadone detoxification 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.

Clients must be enrolled in methadone detoxification, instead of methadone maintenance, if: a) They are unable to qualify for methadone maintenance as described in OAR 415-20-025; or b) They are expected to detoxify from methadone within 180 days.

II. Performance Requirements

A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 100% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral amendment of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. Utilization will be computed by summing the utilization rates of both Methadone Detoxification (A&D 99) and Methadone Maintenance (A&D 69).

B. PROGRAM PERFORMANCE must be at or above the minimal level on 75% of the following performance criteria monitored on a quarterly basis:

MHDDSD 1995-97 Part III
A&D 99 - Methadone Detoxification

PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
1) Change in Employability	40%
2) Employment Improvement	8%
3) Maintain Employment	80%
4) Educational Advancement	5%
5) Not Arrested During Treatment	65%
6) Abstinent/Drug Free 30 Days Prior to Discharge	35%
7) Completed Treatment	30%

III. Special Reporting Requirements

DIVISION will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty days. These clients must be terminated on the Client Process Monitoring System (CPMS).

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in PAAFs signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

A&D99/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Local Administration
Service Element I.D. Code: LA 01
Specialized Service: MEDICAID AUTHORIZATION SPECIALIST
Part IV Code: 01A

I. Description of Service (exceeding Part III)

A Medicaid Authorization Specialist (MAS) provides administrative support to assure implementation of the Early Periodic Screening, Diagnosis and Treatment (EPSDT) Program for Medicaid-eligible children and adolescents.

The MAS assists in the implementation of local acute psychiatric hospitalization procedures, performs mental health evaluations, develops plans of care, and authorizes the delivery of necessary mental health services for eligible persons under the age of 21 in accordance with the requirements of OAR 309-16-000 through 309-16-130 and the joint MHDDSD/CSD "Co-management Plan for Medicaid Child and Adolescent Acute Inpatient Services."

In counties participating in the inclusion of Mental Health Services in the Oregon Health Plan, the MAS will determine eligibility for extended care services, assist in referral, participate in concurrent review, and assist in discharge planning until such services are included in the capitated rates paid to Mental Health Organizations.

II. Performance Requirements (exceeding Part III)

A. MAS Qualifications

The MAS must be a Qualified Mental Health Professional in accordance with the requirements of OAR 309-16-000 through 309-16-130.

B. Training

The MAS, or a substitute agreed to by COUNTY and DIVISION, will participate in EPSDT-related training offered by DIVISION provided that DIVISION notifies COUNTY at least fifteen (15) working days in advance of the training.

C. Turnover

If a MAS position is vacant for more than 90 days, DIVISION may cease payment until 90 days after position is filled.

MHDDSD 1995-97 Part IV
01A/Medicaid Authorization Specialist

III. Reporting Requirements (exceeding Part III)

The MAS will submit such special reports as may be reasonable requested by DIVISION related to the Medicaid EPSDT plan for mental health services, or to the local acute hospitalization process for Medicaid-eligible children and adolescents.

IV. Payment Procedures (exceeding Part III)

None.

01A/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1993-95 Intergovernmental Agreement - PART IV
Specialized Service Requirements

Service Element(s): Local Administration
Service Element I.D. Code: LA 01
Specialized Service: PERSONAL CARE NURSING SERVICES
Part IV Code: 01B

I. Description of Service (exceeding Part III)

Personal Care Nursing Services provide Medicaid reimbursed services to identified individuals in adult foster care. These services include assessments, reassessments, and nursing task delegations performed by a qualified nurse under subcontract to or employed by COUNTY.

II. Performance Requirements (exceeding Part III)

A. Nurse Qualifications

The nurse must, at minimum, be a Registered Nurse and possess a valid State of Oregon license.

B. Initial Assessment, Personal Care Plan, and Personal Care Services Physician Prescription Order

- (1) The Nurse shall assess the health care needs of DIVISION funded individuals residing in licensed adult foster homes providing foster care through Service Elements DD 58 or MHS 34, when requested and pre-authorized by DIVISION's Medicaid Office (DMO), and on forms approved by DMO.
- (2) The Nurse shall schedule and complete an assessment and Personal Care Plan within fifteen (15) working days after receiving DMO's authorization.
- (3) The Nurse shall complete a Personal Care Services Physician Prescription and obtain the prescribing physician's signature.
- (4) The Nurse shall mail the completed assessment to DMO within three (3) working days after completion. The Personal Care Plan and signed Personal Care Services Physician Prescription shall be sent to DMO within fifteen (15) working days after completing the assessment.
- (5) The Nurse shall assure that the individual and the prescribing physician meet face to face for a medical review at least once every twelve (12) months.
- (6) COUNTY shall retain a copy of all assessments, Personal Care Plans, Personal Care Services Physician Prescriptions, and directly related billing information for a minimum of three (3) years.

MHDDSD 1995-97 Part IV
01B/Personal Care Nursing Services
Performance Requirements (con't)

C. Reassessment and Updating of the Personal Care Plan

- (1) The Nurse shall reassess the medical and health care needs of the individual and update the Personal Care Plan at least once every 180 days. The reassessment and update must be pre-authorized by DMO.
- (2) The Nurse shall complete a Personal Care Services Physician Prescription, and obtain the prescribing physician's signature once every twelve (12) months.

D. Delegation of Nursing Tasks

- (1) The Nurse shall assess the individual's need for nursing task delegation, determine whether the caregiver is capable of performing the nursing task and, if deemed capable, instruct the caregiver in performance of the task and related medical and health care issues within five (5) working days of the identification of need for task delegation. Delegation of nursing tasks must be prior-authorized by DMO.
- (2) The Nurse shall observe the caregiver perform the task safely and accurately before delegation is granted, provide written instructions to the caregiver, and include such documentation with the individual's Personal Care Plan.
- (3) The Nurse shall monitor ongoing task performance by the caregiver as needed.
- (4) The Nurse shall reevaluate the caregiver's capability to perform delegated tasks and shall update instructions as needed. These actions shall occur at least once every 180 days, shall be documented in the individual's Personal Care Plan, and must be pre-authorized by DMO.

E. DIVISION Training

The Nurse shall participate in and/or provide DIVISION sponsored training as required. DIVISION will pay travel reimbursement and time costs for such training activities as follows:

- (1) Travel reimbursement rates and billing procedures will be the same as those approved for state employees, except that mileage and per diem will be paid only if the roundtrip distance traveled for the training activity exceeds 200 miles.
- (2) Actual time spent in the training activity (exclusive of travel time) will be paid at the hourly rate established in Part I of the Agreement.

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

A. Payment Limitations

- (1) The initial assessment and development of the Personal Care Plan for a new individual, as specified in Section II.B., above, will be limited to a maximum of three (3) hours.
- (2) Reassessment of the individual and updating of the Personal Care Plan, as specified in Section II.C., above, will be limited to a maximum of two (2) hours.
- (3) Initial task delegation to a caregiver as specified in Sections II.D.1. and II.D.2., above, occurring either at the time of assessment, reassessment, or interim visit, will be limited to a maximum of one (1) hour.
- (4) Supervisory review of task delegation as specified in Section II.D.4., above, shall be included in the two (2) hour authorization for reassessment; or, when pre-authorized by DMO, will be limited to a maximum of one (1) hour if done in an interim period between formal reassessment periods.
- (5) Consultation with the Individual Service Plan Team members will be included in all assessment, reassessment, and delegation hours.

B. Payment Rate and Procedures

- (1) The payment rate will be the hourly rate established in Part I of the Agreement and will be used to calculate payment for the hours authorized by Section IV.A., above.
- (2) Payments will be made in accordance with the current Handbook on Billing Personal Care Nursing Services For County Contracted RN Services, July, 1992. This document may be obtained from DMO.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Adult Mental Health Services
Service Element I.D. Code: MHS 20
Specialized Service: PROTECTIVE SERVICES
Part IV Code: 20A

I. Description of Service (exceeding Part III)

Community programs and community facilities are required to investigate and report allegations of abuse that involve adult consumers of mental health services and to provide protective services to prevent further abuse. These protective service, investigation, and reporting requirements are defined by ORS 430.734 through 430.765 "Abuse Reporting for Mentally Ill or Developmentally Disabled", and OAR 309-40-200 through 309-40-290 "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

II. Performance Requirements (exceeding Part III)

A. Initial Actions

Upon receiving a report of alleged abuse, a community program or community facility must notify DIVISION immediately by telephone, complete and forward an "Initial Complaint Form" to DIVISION, and initiate protective services, as necessary and appropriate (OAR 309-40-230, ORS 430.737, 430.743, and 430.745).

B. Protective Services and Abuse Investigations

Community programs are required to provide protective services to adults in order to prevent further abuse as required by OAR 309-40-250 and ORS 430.745. Investigations of alleged abuse must be conducted as defined by OAR 309-40-240 and ORS 430.747 and 430.743.

C. Reporting Requirements

Reports detailing protective services provided and the allegation(s) of abuse must be completed and submitted to DIVISION as specified in OAR 309-40-260 and ORS 430.745 and 430.757. Supplemental reports may be required of the community program or community facility by DIVISION in order to fully understand and to take corrective action based on the allegation(s) of abuse.

III. Reporting Requirements (exceeding Part III)

Community programs and community facilities will submit such special reports as may be reasonably requested by DIVISION related to the provision of protective services and allegations and reports of abuse involving adult consumers of mental health services.

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MHS20A/Protective Services

IV. Payment Procedures (exceeding Part III)

None.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Adult Mental Health Services
Service Element I.D. Code: MHS 20
Specialized Service: JOBS
Part IV Code: 20B

I. Description of Service (exceeding Part III)

Medicaid reimbursed mental health services are provided to referred Adult and Family Services (AFS) Division clients who are participating in the federal JOBS Program.

II. Performance Requirements (exceeding Part III)

Services must be provided in accordance with OAR 309-16-000 through 309-16-115 and the agreement between local AFS branches and the community mental health program. Mental health services provided the JOBS program consumers must be billed using BA codes 150 through and including 159.

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

None.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1993-95 Intergovernmental Agreement, Part IV
Specialized Service Requirements

Service Name(s) Adult Mental Health Services
Residential Care Facilities
Adult Foster Care Services
Older/Disabled Adult Mental Health Services
Special Projects

Service Element I.D. Code: MHS 20, MHS 28, MHS 34, MHS 35, MHS 37
Specialized Service: EXTENDED CARE PROJECTS
Part IV Code: 20C

I. Description of Service (exceeding Part III)

The Extended Care Projects (ECPs) are programs and services established to support persons in community settings who have histories of or who are at immediate risk of long-term state hospital services. These projects include the PASSAGES projects, the Psychiatric/Vocational projects, and designated "365 Plans", all authorized by the Legislature to achieve mandated state hospital census reductions.

Extended Care Projects provide a variety of services deemed to be medically necessary for the diagnosis, correction, or improvement of a mental condition for persons approved as eligible by the Extended Care Management Unit. Services and supports provided by Extended Care Projects include assessment, medication management, case management, crisis intervention, rehabilitation, and residential supports in accordance with the following OARs:

- (1) 309-16-000 through 309-16-130: "Medicaid Payment for Community Mental Health Services;"
- (2) 309-32-525 through 309-32-605: "Standards for Adult Mental Health Services;"
- (3) 309-33-200 through 309-33-340: "General Standards for Civil Commitment;"
- (4) 309-33-600 through 309-33-650: "Standards for Obtaining Informed Consent to Treatment from a Person and the Administration of Significant Procedures without the Informed Consent of a Committed Person at Community Hospitals, Nonhospital Facilities, and Residential Facilities Approved by the Division;"
- (5) 309-33-700 through 309-33-740: "Standards for the Approval of Community Hospitals and Nonhospital Facilities to Provide Seclusion and Restraint to Committed Persons in Custody or on Diversion;"
- (6) 309-35-100 through 309-35-190: "Residential Care Facilities for Mentally or Emotionally Disturbed Persons;" and
- (7) 309-40-000 through 309-40-100: "Adult Foster Homes."

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MHS20C/Extended Care Projects

II. Performance Requirements (exceeding Part III)

- A. 100% of persons served must be approved as eligible by the Extended Care Management Unit of DIVISION's Office of Mental Health Services (OMHS). Individual placements in a Passages project, "365 Projects," and Psychiatric/Vocational Programs (otherwise known as "Extended Care Projects") must be approved by OMHS.
- B. Persons eligible for an Extended Care Project (ECP) must be discharged from adult general units of state hospitals or transferred from regional acute care facilities if they would otherwise have been transferred from extended state hospital care or otherwise approved for admission by the Extended Care Management Unit.
- C. All persons admitted must also meet the specific ECP's admission criteria.

III. Reporting Requirements (exceeding Part III)

COUNTY or contracted Extended Care Project provider will submit data as may be reasonably requested by OMHS, or contractors of OMHS, related to the assessment of outcomes of Extended Care Projects.

IV. Payment Procedures (exceeding Part III)

None.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Child and Adolescent Mental Health Services
Service Element I.D. Code: MHS 22
Specialized Service: TREATMENT FOSTER CARE
Part IV Code: 22B

I. Description of Service (exceeding Part III)

Treatment Foster Care (TFC) provides individual skills training services to Medicaid-eligible children in specialty foster homes approved by the Children's Services Division.

II. Performance Requirements (exceeding Part III)

- A. Foster care providers will provide individual skills training to a maximum of two (2) TFC children per home, for up to forty (40) hours per month per child.
- B. Foster care providers delivering TFC services will be designated by COUNTY as Qualified Mental Health Associates (QMHA) or Qualified Mental Health Professionals (QMHP).
- C. A QMHA must be supervised by a QMHP.
- D. Services, professional qualifications and supervision must be in accordance with OAR 309-16-000 et seq.

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

- A. TFC services must be billed using BA code 130 (Treatment Foster Care).
- B. Payments will be disbursed by the Office of Medical Assistance Programs.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Child and Adolescent Mental Health Services
Service Element I.D. Code: MHS 22
Specialized Service: RESIDENTIAL MEDICAID PROGRAMS
Part IV Code: 22C

I. Description of Service (exceeding Part III)

This service provides an intensive program of mental health treatment, structure and support for children residing in CSD-contracted residential programs. The service includes theoretically based individual, group and family therapies, psychosocial skills development, medication management, psychiatric services and consultation. The treatment is focused to remediate significant impairments in the child's functioning that are the result of a principal mental or emotional disorder diagnosed on Axis I of a completed DSM IV diagnosis. The disorder and the child's level of functioning are the reasons for clinical service. The service must be individualized to meet specific goals and measurable objectives in the child's treatment plan. The programs must comply with staffing and psychiatric service ratios specified in the current edition of Medicaid Reimbursement and Procedure Codes.

II. Performance Requirements (exceeding Part III)

- A. Within 30 days of receipt of the Determination of Need for Mental Health Treatment Service and Notice of Acceptance for CSD Residential Program Admission forms for a named child to a named program, the Medicaid Authorization Specialist (MAS) in the county where the program is located carries out the following functions:
- (1) Opens a Quality Assurance File (QAF) in the child's name separate from the child's clinical record. This file contains admission and review information;
 - (2) Reviews and files the admission materials and authorizations in the QAF; and
 - (3) Reviews and files a copy of the discharge criteria prepared by the program in the QAF.
- B. Every 90 days, and prior to the physician approving the treatment plan and summary, the MAS reviews the treatment plan goals and objectives and child's progress in treatment. The MAS authorizes continuation of mental health services for the next 90 days on the "Authorization for Continuation of Mental Health Treatment Services in Residential Programs" if at least one of the following criteria is met:

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MHS22C/Residential Medicaid Programs
Performance Requirements (con't)

for mental health services in the program for 90 days based on the continued stay criteria and using the Authorization for Continuation of Mental Health Treatment Services in CSD Residential Programs form.

The MAS files a copy of the continued stay form in the QAF.

- E. When the program notifies the MAS of a child's unauthorized absence from the program, the MAS will assist the program and the CSD caseworker in deciding the appropriateness of returning the child to the program. If the child is to be returned, the MAS authorizes continued need for mental health services in the program for 90 days based on the continued stay criteria and using the Authorization for Continuation of Mental Health Treatment Services in CSD Residential Programs form.

The MAS files a copy of the continued stay form in the QAF.

- F. When a child is discharged from the program, the MAS completes the following functions:
- (1) Prepares a brief written summary that includes the reason for discharge and identifies the persons responsible for the child's aftercare;
 - (2) Provides a copy of the written summary to the MAS in the child's home county; and
 - (3) Closes the QAF.

III. Reporting Requirements - (exceeding Part III)

- A. Report to DIVISION quarterly, the amount billed under the BA Code during the quarter.
- B. Report to DIVISION quarterly, the names of children with lengths of stays greater than 300 days.

IV. Payment Procedures - (exceeding Part III)

- A. Residential Medicaid services must be billed using the BA code BA 032, BA 033 or BA 034, whichever is specifically designated for the program type and age of children served.
- B. Reimbursement is made by the Office of Medical Assistance Programs. (OMAP).

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MHS22C/Residential Medicaid Programs
Performance Requirements (con't)

- (1) Symptoms or behaviors persist at a level of severity documented upon admission and the projected time frame for attainment of treatment goals has not been reached as documented in the treatment plan;
- (2) The child's and/or family's progress toward identified treatment goals for this level of care has been documented but not all treatment goals have been reached;
- (3) No progress toward treatment goals has been documented and the treatment plan has been modified to introduce further evaluation in order to clarify the nature of the identified problems and/or new therapeutic interventions have been initiated; OR
- (4) New symptoms or maladaptive behaviors have appeared while the child is in the residential setting. Treatment of these symptoms and behaviors has been incorporated into a revised treatment plan. The new symptoms and/or maladaptive behaviors justify continuation of treatment and may be treated safely and effectively with this level of care.

The MAS files a copy of the continuation form in the QAF.

- C. The MAS identifies children who no longer meet the continuation criteria as ready for planned discharge within the next 30 days if at least one of the following criteria is met:

- (1) Targeted symptoms and/or maladaptive behaviors have abated to this child's baseline level, as documented by attainment of goals for this level of care in the treatment plan;
- (2) The child exhibits new symptoms or maladaptive behavior which may not be treated safely or effectively at this level of residential care and the child meets admission criteria for a more intensive or restrictive level of care; OR
- (3) No progress toward treatment goals has been documented for a six-month period of time, and appropriate treatment plan revision has taken place, suggesting the child is not benefitting from this level of residential services at this time.

The MAS files a copy of the discharge notice prepared by the program in the QAF.

- D. When the program notifies the MAS of a child's emergency admission for acute psychiatric hospitalization, the MAS will review the appropriateness of returning the child to the program and, upon discharge, authorize continued need

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Older\Disabled Mental Health Services
Service Element I.D. Code: MHS 35
Specialized Service: GERO-SPECIALIST
Part IV Code: 35A

I. Description of Service (exceeding Part III)

A Gero-Specialist provides mental health services to persons over age 65 who reside in Senior and Disabled Services Division (SDSD) licensed facilities and are at risk of hospitalization. Services are provided in accordance with OAR 309-32-525 et seq. and OAR 309-16-000 et seq.

- (1) Other Related Services. Other services provided include, but are not limited to: screening; referral; program planning; and training and consultation to SDSD staff, AAA staff, and caregivers for elderly persons.
- (2) Gero-Specialist Responsibilities.
 - (a) Regularly access a psychiatrist or nurse practitioner for case and medication review.
 - (b) Regularly participate in interdisciplinary meetings with SDSD staff or contractors serving eligible residents.
 - (c) Provide discharge assistance and provide, or arrange for, short term follow-up services for geriatric clients being discharged into the COUNTY from in-patient psychiatric hospitals.
 - (d) Be available to COUNTY's crisis team and SDSD protective services for consultation on geriatric cases.

II. Performance Requirements (exceeding Part III)

The Gero-Specialist must be a Qualified Mental Health Professional in accordance with the requirements of OAR 309-16-000 et seq., and have training or experience in geriatrics.

III. Reporting Requirements (exceeding Part III)

The provider must enroll all eligible residents on DIVISION's Client Process Monitoring System (CPMS).

IV. Payment Procedures (exceeding Part III)

None.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Older/Disabled Adult Mental Health Services
Service Element I.D. Code: MHS 35
Specialized Service: SDSD
Part IV Code: 35B

I. Description of Service (exceeding Part III)

Residential services are provided in a Senior and Disabled Services Division (SDSD) licensed facility to an identified client who is ineligible for SDSD Support.

II. Performance Requirements (exceeding Part III)

COUNTY will maintain a written agreement with local SDSD and residential provider that addresses: SDSD approval for the placement, services to be provided by each agency, and an annual review of the appropriateness of the placement.

III. Reporting Requirements (exceeding Part III)

- A. The Office of Mental Health Services (OMHS) must be notified when placement is discontinued.
- B. A copy of the written agreement with SDSD must be sent to OMHS by 6/30 of each fiscal year.

IV. Payment Procedures (exceeding Part III)

None.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Special Projects
Service Element I.D. Code: MHS 37
Specialized Service: SECURE RESIDENTIAL TREATMENT FACILITY
Part IV Code: 37F

I. Description of Service (exceeding Part III)

Secure Residential Treatment Facility (SRTF) services include the provision of room, board, personal care, mental health treatment and psychiatric rehabilitation services provided on a daily basis in a locked residential facility licensed by DIVISION. These services are for persons discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. SRTFs must comply with OAR 309-35-100 through 309-35-190.

- A. Rehabilitative Services. These include services such as: mental health assessment, diagnosis, and treatment plan development; monitoring and management of psychotropic medications; development of behavioral programs; establishment of a therapeutic milieu; group and individual skills training; consultation to other agencies/providers serving residents.
- B. Security. The facility and grounds will be locked to prevent free egress by residents. While a secure environment will be maintained, the facility will be residential in nature and as homelike as possible.
- C. Staffing. SRTF staffing will include a combination of on-site Qualified Mental Health Professionals, Qualified Mental Health Associates and other positions sufficient to meet the security, behavioral, recreational, and mental health needs of residents, as identified in their service plans, on a 24-hour basis.

II. Performance Requirements (exceeding Part III)

- A. 100% of the residents served must be approved by the Extended Care Management Unit.
- B. Maintain at least 95% of contracted bed utilization as set forth in an executed Plan/Amendment Approval Form (PAAF).

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MHS37F/Secure Residential Treatment Facility

III. Reporting Requirements (exceeding Part III)

COUNTY or contracted provider will submit data as may be reasonably requested by DIVISION's Office of Mental Health Services (OMHS), or contractors of OMHS, related to the assessment of outcomes of SRTF services.

IV. Payment Procedures (exceeding Part III)

None.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Name: Special Projects
Service Element I.D. Code: MHS 37
Specialized Service: OMHS HOUSING FUND AWARDS
Part IV Code: 37H

I. Description of Service (exceeding Part III)

The Office of Mental Health Services Housing Fund (OMHS/HF) awards funding for the development or preservation of housing for persons with serious mental illness who are at risk of psychiatric hospitalization or homelessness. These funds are made available in accordance with Start-Up Requirements specified in the Financial Procedures Manual. The purchase of furniture or equipment, which does not become part of the real property, is not permitted.

II. Performance Requirements (exceeding Part III)

In addition to the provisions for Start-Up in the Financial Procedures Manual, COUNTY must show that approved costs will not be covered by other sources of funding available to the project, as applicable.

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

Funds are disbursed as described in the Financial Procedures Manual.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement/Contract, Part IV
Specialized Service Requirements

Service Element(s): Residential Facilities
Supported Living
ICF/MR
Adult Foster Homes

Service Element I.D. Code: DD 50, DD 51, DD 52, DD 58
Specialized Service: DEVELOPMENTAL DISABILITY RESIDENTIAL SERVICES
Part IV Code: 50A

I. Description of Service (exceeding Part III)

None.

II. Performance Requirements (exceeding Part III)

A. Vacancies

- (1) When an individual is terminated from a Developmental Disability (DD) residential service provided under this Agreement or provided under a direct contract between the state and a private Intermediate Care Facility for the Mentally Retarded (ICF/MR), the highest priority for filling the vacant slot created by that termination must be given to a person from a state training center, or a person eligible for DD Diversion/Crisis Intervention services as defined in OAR 309-41-310(1).

An individualized plan will be jointly approved by COUNTY and DIVISION'S Office of Developmental Disability Services (ODDS). For purposes of this requirement, "residential service" includes: Residential Facilities (DD 50); Supported Living (DD 51); ICF/MR (DD 52); and services in Adult Foster Homes (DD 58) to individuals whose foster care rate is over \$800 per month.

- (2) Procedurally, COUNTY will notify DIVISION of the vacancy as soon as possible by contacting the ODDS Regional Coordinator. Individuals in the priority group known to COUNTY or DIVISION will be considered relative to their needs and circumstances. The capacity of the program to serve these individuals will also be considered. After COUNTY and DIVISION agree on the individual to fill the vacancy, the ODDS Regional Coordinator will send a confirming memo to COUNTY'S DD Program Manager, with copies to other interested parties.
- (3) If the vacancy cannot be filled in this manner, DIVISION may approve other individual(s) selected by COUNTY or may remove funding for the vacant slot. COUNTY may request review of a removal of funding at

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DD50A/DD Residential Services
Performance Requirements (con't)

the next scheduled Developmental Disabilities System Management Council. The Council will review the decision to remove funding and may recommend that funding be restored. The Council may also make other recommendations to COUNTY and DIVISION.

- (4) DIVISION and COUNTY agree to negotiate service rates based on the needs of the new individual(s) enrolled under the conditions described above. The amount payable under the Agreement may be adjusted by DIVISION based on the outcome of those negotiations, through execution of a Plan/Amendment Approval Form (PAAF) signed by both DIVISION and the Community Mental Health Program director or other COUNTY designee.

B. Tax-Exempt Status

Residential Facilities (DD 50) providers occupying housing developed with financing authorized by DIVISION and obtained through the Oregon Housing Agency must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to DIVISION'S ODDS Housing Acquisition Section.

C. Use of Housing Funds

Any funds received by COUNTY or its subcontractors from the State Housing and Community Services Department (HCSO) for purposes authorized by DIVISION'S Office of Developmental Disability Services (ODDS), are subject to the following special conditions:

- (1) COUNTY will work with DIVISION, or require subcontractor(s) receiving funds from HCSO to work with DIVISION, to create plan(s) for Minor Housing Projects. Minor Housing Projects may include, but are not limited to, adaptations to leased or provider-owned facilities being used or to be used for DIVISION-funded residential services.
- (2) COUNTY will submit, or require subcontractor(s) to submit, for each Minor Housing Project to receive DIVISION funds from HCSO, a Facility Plan and cost estimates, in a form prescribed by DIVISION. Facility Plan(s) are to be sent to DIVISION'S ODDS Housing Development Section.
- (3) Contingent on DIVISION'S ODDS Housing Development Section's approval of Facility Plan(s) and associated cost estimates, funds for Minor Housing Projects will be disbursed by HCSO directly to the provider

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DD50A/DD Residential Services
Performance Requirements (con't)

operating the facility to be renovated or relocated, unless another disbursement plan is agreed upon by both COUNTY and DIVISION.

- (4) COUNTY will perform, will cause to be performed, or will require that subcontractor(s) which receive Minor Housing Project funds perform or cause to be performed, all work described in the approved Facility Plan(s), within approved costs. Work includes not only construction and/or renovation, but also procurement of necessary permits, payment of building contractors, and any other activities necessary to carry out the approved Plan.

D. Subcontractor Selection and Client Placement in Community Integration Project (CIP) Homes

- (1) The requirements of this section apply to "CIP homes", i.e., housing which: (a) is owned by a public housing agency or private, non-profit housing agency; (b) is rented or leased to COUNTY or COUNTY subcontractor for provision of DIVISION-funded Residential Facility (DD 50) services as defined in this Agreement; and (c) was obtained, constructed and/or remodeled, in part or in whole, with state funds and/or Oregon General Obligation Bonds, and is subject to trust deed(s) securing the state's interest in the property.
- (2) DIVISION will provide COUNTY with a written list of properties within its jurisdiction which meet the above definition. For each such house, the list will include the property address, the name of the public or private housing agency which owns the property, and the housing agency contact person.
- (3) Subcontractor selection: When seeking a new subcontractor to deliver services in a CIP home, COUNTY will:
 - (a) Send the following to the housing agency which owns the home:
 - i. A copy of the contractor solicitation document(s) for provision of the residential services, on or before the date these documents are released to the public; and
 - ii. A list of respondents to the contract solicitation and copies of each respondent's proposal, or a list of respondents that are considered finalists in the selection process and copies of each finalist's proposal.

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Performance Requirements (con't)

- (b) Provide the housing agency that owns the home a minimum of five (5) working days to send COUNTY written comments about solicitation respondents' or finalists' lease performance history, including problems such as non-payment of rent or other major lease violations. COUNTY must consider, but is not bound by, this information in selecting its subcontractor for services in the CIP home.

(4) Changes in resident(s) in any CIP home:

- (a) A "change in residents" is any placement of a new individual or group of individuals that is expected to be ongoing or permanent.
- (b) When a change in residents of a CIP home is proposed, COUNTY will notify the housing agency that owns the home. Notification will be made using a "client transfer form" prescribed by DIVISION, and will include, at a minimum: location of change (address of home); date of the change; issues affecting the physical environment of the home and changes requested in the home to address those issues.
- (c) The notification of change in resident(s) must be sent to the housing agency at the earliest possible date, but not later than 14 days after the individual's(s') placement in the CIP home.

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

None.

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MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement, PART IV
Specialized Service Requirements

Service Element(s): All Developmental Disability Service Elements
Except Nursing Facility Specialized Services
(DD 45)

Service Element I.D. Code: DD 44, DD 47, DD 48, DD 49, DD 50,
DD 51, DD 53, DD 54, DD 56, DD 57,
DD 58, DD 59

Specialized Service: COMMUNITY INTEGRATION PROJECTS (CIP),
NURSING HOME RELOCATION (NHR) PROJECTS

Part IV Code: 50B

I. Description of Service (exceeding Part III)

"CIP" refers to community programs developed to serve individuals discharged from state training centers as part of the DIVISION'S successive Community Integration Projects (CIP). "NHR" refers to community programs developed to serve individuals relocated from nursing facilities as part of Nursing Home Reform (NHR). CIP and NHR projects include: "CIP I", through which people were moved from state training centers during the 1987-89 biennium; "CIP II", relocating people from state training centers over two biennia (1989-1993); the first NHR projects, in the 1991-93 biennium; "CIP III", encompassing people moving from both state training centers and nursing homes in 1993-95; and any future state institution downsizing or nursing home relocation as may be undertaken.

Specialized Service Requirements described in this Part IV apply to services developed as part of CIP II and subsequent Community Integration Projects, and to NHR projects. The requirements do not apply to services developed under CIP I.

II. Performance Requirements (exceeding Part III)

- A. Level of care: COUNTY will assure provision of all medical and/or other support services required in each CIP/NHR client's individual placement plan as agreed upon by the state training center, if applicable, and DIVISION and/or COUNTY prior to placement in the community. Services may be modified if approved and documented in the Individual Support Plan (ISP). If COUNTY is unable to comply with this provision for any reason, it will immediately notify DIVISION in writing.
- B. Provider Registration: COUNTY will provide information as requested by DIVISION to enable registration of all CIP/NHR service providers in CPMS in compliance with federal requirements for administration of Title XIX funds.
- C. Training: COUNTY will require that providers of CIP and NHR services participate in CIP/NHR training provided by

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DD50B/CIP, NHR
Performance Requirements (con't)

DIVISION or DIVISION training contractors unless DIVISION specifically exempts a provider in writing from such training. Training may include, but is not limited to, the following areas: behavior management; supported employment (for vocational service providers); skill training; and ORLIS/VOIS outcomes measurement (for residential providers).

- D. CIP/NHR Clients Attending School: COUNTY shall assure that local school districts are notified of community placement of persons who will be attending school.
- E. Vocational Services: Implementation of CIP/NHR services must not increase the number of individuals in DIVISION-funded traditional facility-based services in COUNTY.
- F. CIP/NHR Case Management: COUNTY must perform the following duties, unless an alternative plan has been approved in writing by DIVISION:
 - (1) COUNTY Management of Individual Service Plans (ISP): COUNTY shall require that subcontractors of day and residential programs will not make changes in the ISP for CIP or NHR individuals without the designated case manager's approval.
 - (2) CIP and NHR case managers will provide the following minimum services and activities:
 - (a) Attend pre-discharge meetings as requested by DIVISION. Documentation of the issues discussed and decisions made at these meetings will be included in the case manager's progress notes in the individual client records.
 - (b) For the first year following an individual's relocation from a training center or nursing facility, visit both the individual's residential and day programs a minimum of once a month, and regularly review and document the following:
 - i. All relevant records and data to determine that the ISP services and supports are being provided and to determine if the ISP needs to be revised;
 - ii. Residential program citizen monitoring reports;
 - iii. Medical, medication documents and ancillary service reports to determine if these services are being implemented; and

MHDDSD 1995-97 Part IV
DD50B/CIP, NHR
Performance Requirements (con't)

- iv. Incident reports to determine that the individual's health and safety needs are being addressed as specified in the residential OARs.
- (c) Unless the individual and/or family objects, contact legal representative, family member or advocate to:
- i. Determine if the legal representative or family or advocate have any concerns regarding any services or supports; and
 - ii. Notify and/or update the legal representative, family or advocate of any incident reports, crisis situations, changes in ISP services and supports or any other developments that significantly impact the individual.
- (d) Forward an Unusual Incident Report within 3 working days to notify the Manager of DIVISION'S DD Development and Technical Assistance Unit of the occurrence of serious accidents including death of an individual, injury, illness or a behavioral incident that results in the individual requiring inpatient hospitalization or removal from the home environment (e.g., psychiatric hospital), suicide attempt, or a fire requiring the services of a fire department. At a minimum, the report must include:
- i. A description of the incident;
 - ii. The date and time when the incident occurred;
 - iii. Summary of action(s) taken by the subcontract provider, COUNTY staff, and/or others to resolve the incident;
 - iv. The name of the staff person completing the form; and
 - v. Signature of subcontractor and case manager.
- (e) Submit a copy of any Protective Services Summary(ies), as described in the Case Management Administrative Rule, to the Manager of DIVISION'S DD Development and Technical Assistance Unit, within 10 days of completion of the Summary. The Summary must include the findings, the plan and any resolution which occurred.

MHDDSD 1995-97 Part IV
DD50B/CIP, NHR

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

None.

DD50B/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement, PART IV
Specialized Service Requirements

Service Element(s): Residential Facilities
Service Element I.D. Code: DD 50
Specialized Service: DD MEDICAL HOMES
Part IV Code: 50C

I. Description of Service (exceeding Part III)

Certain residential facilities serve individuals with developmental disabilities who have significant medical care needs.

II. Performance Requirements (exceeding Part III)

COUNTY will require the following of subcontractor(s) providing Residential Facilities (DD 50) services to individuals with significant medical care needs. If COUNTY provides such Residential Facilities services directly, COUNTY will comply with these requirements.

- A. Subcontractor will allow DIVISION'S nursing consultant to participate in planning for and monitoring services in the specified CIP II home.
- B. Subcontractor will develop and implement a written Medical Support Plan (MSP) for each individual in the home. This plan will be incorporated into the individual's Individual Support Plan (ISP). Subcontractor will review and update, as needed, each Medical Support Plan. Changes from the previous MSP must be documented in writing and must be approved by the ISP team.
- C. If medical care management deficiencies are identified by DIVISION'S nursing consultant or the ISP team, subcontractor will develop and implement a Corrective Action Plan that must be approved by the affected client's DD case manager or service coordinator.
- D. Subcontractor will enter into and maintain written contracts or agreements with any individuals or organizations for consultant and other support services required in the ISP that will not be provided by subcontractor's employees.
- E. Subcontractor will provide pre-service and in-service training to residential facility staff and subcontracted consultant/support services staff. (Pre-service training is instruction prior to the individual commencing service duties in the home.) At a minimum, subcontractor will:
 - (1) Prepare and implement, at least once per year, a training plan that addresses the pre-service and

in-service training needs of its employees and consultants/subcontractors providing care in the medical home. A copy of the annual training plan will be made available to the DIVISION upon DIVISION'S request.

- (2) Provide all residential staff with pre-service training to include, at a minimum, CPR and First Aid Certification, plus an additional twelve (12) hours of pre-service training, at least six (6) of which must be training in individualized personal care management and medical management.

III. Reporting Requirements (exceeding Part III)

None.

IV. Payment Procedures (exceeding Part III)

None.

DD50C/5-2-95

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement, PART IV
Specialized Service Requirements

Service Element(s): Special Projects
Service Element I.D. Code: DD 57
Specialized Service: CRISIS BED PROGRAMS
Part IV Code: 57A

I. Transition to Revised Method of Contracting

Based on over four years' experience with Crisis Bed Programs contracted as Special Projects (DD 57), the DIVISION has determined that Crisis Bed activities can be performed under other, existing service elements. Unless otherwise approved by the DIVISION, Crisis Bed allocations in DD 57 will end December 31, 1995.

- A. Requirements for the period during which Crisis Bed Programs are provided under Special Projects (DD 57) are listed in Section II through Section V of this Part IV.
- B. Plan for services January 1, 1996, through June 30, 1997:
By September 30, 1995, COUNTY/CONTRACTOR will submit a written plan that describes how funds previously contracted through Special Projects for the Crisis Bed Program:
 - (1) Will be used to provide crisis intervention services that divert individuals from admission or readmission to state training centers.
 - (2) Should be allocated to other DD service elements (i.e., for each service element, the amount, number of units and rates, identification of CPMS providers, etc.). If Crisis Bed funds are to be used for staff who coordinate crisis response activities, the plan must identify the staff position(s) and include job description(s) and line-item budgets showing all projected expenses to be paid with crisis funds.

Subject to approval of the plan by DIVISION, Crisis Bed Program funds will be allocated in other service elements, effective January 1, 1996, or other date as mutually agreed upon by DIVISION and COUNTY/CONTRACTOR.

II. Description of Service (exceeding Part III)

- A. Crisis bed services provide short-term emergency residential placement for individuals with developmental disabilities who have lost their permanent residential placements and are at immediate risk of admission to a state training center. "Short-term" is defined as no longer than 90 consecutive days of service, unless a longer stay is approved by DIVISION.

MHDDSD 1995-97 Part IV
DD57A/Crisis Bed Programs

- B. Crisis bed services are provided either through "fixed" or "floating" beds.
- (1) "Fixed" beds are located in facilities licensed under:
 - (a) OAR 309-49-030 through 220, 24-Hour Residential Services for Individuals with Developmental Disabilities; or
 - (b) OAR 309-40-000 through 309-40-100, Adult Foster Homes; or
 - (c) OAR 309-41-550 through 309-41-690 Supported Living Services.
 - (2) "Floating beds" are temporary services which may include shelter and/or other supports needed until a permanent residential placement can be arranged. "Floating" bed services may be located in private residences, commercial accommodations (hotel/motel), or other sites approved by COUNTY/CONTRACTOR.
- C. When specifically approved by DIVISION, Crisis Bed funds may also be used for staff and related costs directly associated with crisis service coordination above and beyond duties normally handled through Case Management (DD 48).

III. Performance Requirements (exceeding Part III)

- A. Eligibility: 100% of clients must:
- (1) Be eligible for DD services; and
 - (2) Be at imminent risk of admission to a state training center; and
 - (3) Have no other residential service available.
- B. Utilization: For "fixed" beds, if the program operates at less than a cumulative-to-date average of 95% of the contracted crisis bed capacity, DIVISION may unilaterally reduce the Agreement/Contract.
- C. Individual Crisis Service Plan: Services must be provided in accordance with written diversion plans developed by each client's Individual Service Plan (ISP) team.
- D. COUNTY/CONTRACTOR Crisis Bed Plan for Services Provided Under Special Projects (DD 57): Services must be provided in accordance with a written plan approved by the DIVISION. COUNTY/CONTRACTOR's approved plan for the prior fiscal year (1994-95) will be considered the approved plan for July 1 - December 31, 1995, unless there are significant changes in how services will be delivered.

Significant changes include:

- (1) A change in the number, location or subcontract providers for "fixed" Crisis Beds or for "floater" beds;
- (2) Changes in the full-time equivalencies (FTEs) or costs of staff employed to coordinate crisis services;
- (3) Changes in admission and termination policies and procedures for the Crisis Beds; and/or
- (4) Withdrawal of concurrence with the plan from directors of Community Mental Health Programs in the other Counties in the region.

Significant changes must be described in a revised plan for Crisis Bed services for the period July 1 - December 31, 1995, to be submitted to the DIVISION by August 1, 1995.

- E. Subcontracts: COUNTY/CONTRACTOR may not subcontract for Crisis Bed services with another COUNTY or DIVISION-funded Community Mental Health Program without prior written approval from DIVISION.

IV. Reporting Requirements (exceeding Part III)

COUNTY/CONTRACTOR will submit monthly Crisis Bed Services Utilization Reports, following instructions provided by DIVISION.

V. Payment Procedures (exceeding Part III)

- A. Basis of payment: Payments are based on the service capacity specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the CMHP director or other COUNTY designee, except:

- (1) Payment is limited to the cumulative biennial total authorized for the service element, and
- (2) If the service is not operational for the full period specified in executed PAAFs, payment will be based on the monthly amount for each month in which the service capacity was operational.

- B. Disbursement: The funds are disbursed through monthly allotments. DIVISION may withhold payments pending approval of COUNTY/CONTRACTOR'S Crisis Bed Biennial Plan as required under Section III.D., above.

- C. Settlement: Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due. All funds paid as described above must be expended on services approved by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement, PART IV
Specialized Service Requirements

Service Element(s): Special Projects
Service Element I.D. Code: DD 57
Specialized Service: REGIONAL TRAINING PROGRAMS
Part IV Code: 57B

I. Description of Service (exceeding Part III)

Regional Training Programs assess training needs and develop and implement training plans for DIVISION-funded providers of developmental disability services in regions designated by DIVISION. A Local Training Steering Committee, which includes representatives of all counties in the designated region, is responsible for planning and overseeing delivery of the training.

II. Performance Requirements (exceeding Part III)

Regional Training Programs must be provided in accordance with a plan approved in writing by DIVISION. The Regional Training Plan must conform to the following requirements, unless otherwise approved in writing by DIVISION:

A. For 1995-96:

- (1) The initial Regional Training Plan must be submitted by August 15, or within 45 days of the initial award of DD 57 Regional Training funds to COUNTY.
- (2) The DIVISION is developing expected "Core Competencies" for direct care staff who work in community developmental disability programs. Compilation and field testing of the application of the "Core Competencies" will be completed during the 1995-96 fiscal year.

The Training Plan must address how the COUNTY will: review the "Core Competencies" field test information; work with the local constituency in assessing the local training needs of newly hired direct care staff; and evaluate existing and new strategies for deploying training to meet the identified needs in the area of "Core Competencies".

- (3) The initial Regional Training Plan may propose using no more than 25% of the total biennial Regional Training allocation for "topical" or "discretionary" training. For purposes of the Regional Training Program, "topical" and "discretionary" denotes training that is not directly related to the above-referenced "Core Competencies".

B. For 1996-97: The Regional Steering Committee will submit a second-year Training Plan, no later than June 30, 1996,

which will address how the basic "Core Competencies" will be offered to newly hired direct care staff working within the region. "Topical" or "discretionary" training may be included as a secondary priority in the Plan, subject to availability of funds within the Training allocation after "Core Competencies" have been addressed.

C. Line-item budget:

- (1) A line-item budget is required as part of the Plan. The budget must list proposed revenues and expenditures for each fiscal year, as well as the biennial total, and it must contain a level of detail acceptable to DIVISION. The fiscal year detail will be used for planning purposes only. The biennial total will be used for purposes of contract settlement.
- (2) Within the approved line-item budget, COUNTY may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay without prior approval. Transfers that exceed 15% and all transfers to Capital Outlay must be prior-approved by DIVISION. DIVISION may, at its discretion, transfer funds approved for Capital Outlay to Start-Up, in Part C of the Plan/Amendment Approval Form (PAAF).

- D. A revised plan and revised budget must be submitted within 45 days of execution of any Plan/Amendment Approval Form (PAAF) that changes the biennial Regional Training allocation.

III. Reporting Requirements (exceeding Part III)

COUNTY will provide reports as specified below.

A. Report Specifications

- (1) Performance Reports: 6-month and annual performance reports will, at a minimum, describe progress in achieving specific goals and objectives stated in the approved Regional Training Plan, including: the number and type of training provided; number of participants and affiliations as applicable; and outcomes/evaluation of training provided.
- (2) Financial Reports: a) Interim reports of actual revenue and expenditures for each 6-month period (July-December; January-June) included in the Agreement; and b) Final report of actual revenues and expenditures for the biennium. Reports will, at a minimum, show actual revenues and expenditures in at least the same level of detail as in the approved line-item budget, and will include information for the report period, as well as cumulative information for the Agreement period-to-date.

B. Report Due Dates:

Performance and Expenditure Reports are due as follows:

For July - December 1995:	Due February 28, 1996
For January - June 1996:	Due August 31, 1996
For July - December 1996:	Due February 28, 1997
For January - June, 1997:	Due August 31, 1997

If either the Regional Training Program or the entire Agreement is terminated prior to June 30, 1997, final performance and financial reports will be due 60 days after such termination.

C. Copies Required:

1. All reports will be submitted in duplicate to DIVISION'S Office of Developmental Disability Services (ODDS), with one copy provided to the ODDS Contracts Unit, and one to the ODDS Training Coordinator.
2. A copy of the Final Financial Report must also be submitted to DIVISION'S Community Accounting Section.

IV. Payment Procedures (exceeding Part III)

- A. Basis of payment: Payment is based on reimbursement for actual allowable expenditures resulting from delivery of the services as specified above and made in accordance with a line-item budget approved by DIVISION, except that payment is limited to the cumulative biennial total authorized for the service element specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION Contract Officer and the CMHP director or other COUNTY designee.
- B. Disbursement: Funds will be disbursed through monthly allotments, which may be adjusted upon execution of a PAAF. Disbursements may also be adjusted, subject to approval by DIVISION, to: a) meet cash flow requirements; or b) to recover unexpended funds based on information provided in interim expenditure reports. DIVISION may withhold payments pending approval of COUNTY'S Regional Training Plan and line-item budget, as required above.
- C. Settlement: Settlement will reconcile any discrepancies between payments and actual allowable expenditures as reported in the final financial report for the biennium.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1995-97 Intergovernmental Agreement, Part V
Description of Format and Terms Used
in Plan/Amendment Approval Forms

Plan/Amendment Approval Forms (PAAFs) include the Division's detailed obligations of financial support to community mental health and developmental disabilities programs within the county, and the obligations undertaken by the county for performance of services. PAAFs are included by reference in the Intergovernmental Agreement. This Part V describes the format and abbreviations used in PAAFs and how the obligations of the Division and the counties are stated within the PAAF. Information only reports which accompany PAAFs are also described.

A. Format and abbreviations in PAAFs:

1. The heading of each PAAF consists of the following information:
 - o county name;
 - o the identification number of the Agreement between the state and county under which the PAAF is issued;
 - o the date the PAAF is issued by the Division;
 - o the sequential serial number of the PAAF in relation to previously issued PAAFs;
 - o The program area(s) (Local Administration, Developmental Disabilities, Mental Health Services; or Alcohol and Drug Services) included in the PAAF.
2. The financial and service obligation information in each PAAF is displayed in one or another of two sections termed Section I and Section II:
 - o Section I consists of awards for which service requirements are specified in the Part III of the Agreement and, if designated, the additional requirements specified in Part IV for the service element.
 - o Section II consists of awards which are subject to the requirements specified in the Special Conditions, in addition to, or if so stated in the special conditions, in lieu of the requirements in Part III and Part IV.
3. Format within Sections I and II of the PAAFs is as follows:
 - a. Each line in Sections 1 and 2 specifies the award and service obligations, applicable as described below, for a single service element. Multiple lines are displayed for each award within a service element when this is necessary to display varying requirements or information related to the award. For example, awards within a service element are displayed on different lines to indicate different payment procedures or start-end dates which may be applicable. Lines related to a given

service element are grouped together in Sections 1 and 2. The groupings are preceded by the service element number and name, and are followed by a subtotal line showing the total two year amount being awarded for the service element within the PAAF.

- b. The first column of these sections is titled PART. This column will contain the character A, B, or C, which have the following meaning:
 - o Part A is referenced for funds the Division distributes to counties in monthly prorations throughout the term of the agreement on approximately the 15th day of the month;
 - o Part B is referenced for limitation amounts that are approved for reimbursement of fee for service claims such as Medicaid and DUII services;
 - o Part C is referenced for fund awards which will be paid in some unique fashion as described in the Special Conditions of the PAAF. An example is lump sum payments of start-up funds when needed and requested by the county.
- c. The second column of Sections 1 and 2 includes Start/End Dates. These dates specify the time period during which the county is obligated to provide the designated services. Moreover, the Division will allot funds included on lines specifying Part A during that period.

However, funds specified with Part B or C may be paid when claimed by the county as instructed by the Division at anytime during the Agreement period, without respect to start and end dates. Regardless of the funds being awarded in Parts A, B or C, the county is not obligated to expend the funds within the period specified, but may do so at any time during the two year period of the Intergovernmental Agreement, unless otherwise specified in Special Conditions.

Funds awarded in any PAAF, and paid, or owed to the county for services delivered in compliance with the provisions of the PAAF and Intergovernmental Agreement, which are not expressly limited to actual expenditures as stated in the PAAF, or Agreement, may be retained by the Community Mental Health Program and expended in a future period as provided in ORS 430.695.

- d. The third column of Sections 1 and 2 provides for inclusion of CPMS Name. This consists of the coded name (2nd, 3rd, and 4th characters of the person's first and last name), and the person's birthdate (year, month, day)

in cases when the funds awarded are for services to a specific client. When the award is not intended for a specific client, an N/A designation will appear in this column.

The county agrees, in accepting an award designated for an identified client, that the Division may recoup payment made for any time period within the start/end dates specified, in which the client was not served.

- e. The fourth column of Section 1 and 2 displays the Approved Service Funds being awarded. These funds are the Division's maximum obligation in support of the services described on the same line of the PAAF. The funds are displayed by fiscal year, for information only. As stated in 3.b. above, the county may spend the funds at any time within the agreement period, or, if the funds are not expressly limited to actual expenditures, the county may retain and expend them in a future period under ORS 430.695. In the case of funds designated in Part B or C, which are paid following a claim or request by the county, such claim or request may be made at any time within the agreement period.
- f. The fifth column of Section 2 displays - Approved Start-Up. Start-up funds are one time only awards to permit preparations, such as facility renovation, which are necessary to initiate, or continue a service. The awards are not part of the ongoing funding for provision of services. These funds, like service funds, are also displayed by fiscal year for information only, and may be claimed and expended at any time within the agreement period. Unless otherwise stated in the Special Conditions of the PAAF, start-up funds are paid subject to the provisions of the Financial Procedures Manual. Service element requirements in Parts III and Parts IV are not applicable to start-up funds, unless this is stated in the special conditions.
- g. The sixth column in Sections 1 and 2 indicates the number of Service Units the county is obligated to provide throughout the period specified in column 2. Approved Service Funds listed on the same line as Service Units are awarded contingent on provision of the designated number of service units. Such funds may be reduced prospectively through a unilaterally issued PAAF as permitted in the Intergovernmental Agreement, Part II, Amendment and Termination, if the specified number of service units are not provided as described in the Agreement.

- h. The seventh column in Section 1 and 2 designates Unit Types, which specifies the kind of service unit enumerated in column 6. The unit types are expressed in three character numbers or letters which have the following meanings:

- 001 "Generic Slot" - "Slot" as used in this term, and all of the other demographic distinctions below, is defined as the capacity to provide any or all of the service specified within a service element to one person at a given time. "Generic Slots" are those which may be used for any person meeting the eligibility requirements in Part III for the service element, without respect to their other demographics.
- 005 "Ethnic Minority Slot" - denotes a slot which must be utilized at least 51% of the time by African Americans, Native Americans, Hispanics or Asians.
- 010 "Youth Slot" - denotes a slot that must be reserved exclusively for those age 17 or below.
- 020 "Intensive Youth Outpatient Slot" - is a slot for youths requiring more than 2 treatment contacts per month.
- 030 "Intensive Women's Slot" - is a slot for women requiring more than 2 treatment contacts per week.
- 035 "Geriatric Slot" - is a slot for persons age 60 and over, or ethnic minorities aged 55 and over.
- 040 "Adult Male Slot" - is a slot which may be provided any male age 18 or older.
- 045 "Pregnant Woman Slot" - is a slot reserved for pregnant women.
- 050 "African American Woman Slot" - is a slot reserved for African American women.
- 055 "Women with Dependent Children Slot" - is a slot reserved for women with dependent children.
- 060 "CSD Women's Slot" - is a slot for women entering treatment under an agreement with CSD to do so.
- 065 "I.V. Drug User Slot" - is a slot reserved for intravenous drug users.

CSM Means "Client Service Months" which is the total number of months of service being provided each individual within a group of eligible clients. For example, provision of ten months of service to each one of five client service months.

FTE Means "fulltime equivalent". This unit type is used when the county's service obligation is expressed in terms of the number of fulltime, 40 hour per week personnel to be employed or under contract to provide a service. For example, an entry under Service Units of 0.5, followed by "FTE" under Unit Type indicates the county must employ or contract with a person or person(s) to provide the specified services one-half time or 20 hours per week.

ADP Means "Average Daily Population". This denotes the monthly average number of patients or residents lodged in a 24-hour facility each midnight.

- i. The eighth and final column, Spec Cond for Special Conditions is completed only in Section 2 of the PAAF. The entry under Spec Cond is a five character code, followed by a pound or number sign, followed by one to two additional characters. The first five digits are an internal Division code not relevant to the county. The characters following the pound sign specify the number of the PAAF special conditions to which the designated funds are subject. This feature may be used in PAAFs with multiple Special Conditions, applicable to some, but not all funds awarded in the PAAF. The Special Conditions portion of the PAAF is described below.
4. Following Sections 1 and 2 are narratives describing the Purpose of PAAF and Special Conditions.
 - a. Purpose of PAAF contains a brief description of why the PAAF is being issued. These explanations do not establish or alter obligations on the part of either the Division or county, but are for information only.
 - b. Special Conditions are narrative statements of requirements applicable as referenced in Section 2, column 8, to identified amounts of funds, or occasionally applied more globally as described within the special condition.

Part II, Section I, Amendment and Termination, Paragraph I.3. provides, in part, that the Division may unilaterally amend or terminate the Agreement, or payment amounts, ". . . with 30 days notice if the county . . . fails to meet any . . . special condition . . . as specified in a Plan/Amendment Approval Form."

It is the Division's policy in crafting special conditions that they consist of clear, unambiguous statements, or sets of statements of the actions or outcomes the county must perform.

5. The final components of the PAAF consists of a statement expressing the agreement of the signators related to execution of the PAAF, and a place for the representatives of the county and the Division to sign, and to indicate the date on which they signed the PAAF.

The county representatives may be the county mental health and developmental disability program director, or an employee of the county, provided that person has been designated by the county commissioners to sign and execute PAAFs. If no such person is designated by the county commissioners, the commissioners themselves may sign the PAAF.

The Division representative is the Division's contract officer, or other employee including the Administrator of the Division or the Administrator's designees for the purpose.

B. Information Reports Supplementing PAAFs

A selection of reports are distributed with PAAFs, depending upon their content and complexity. Reports which are not relevant to a particular PAAF, such as updates of cumulative financial awards for a PAAF making no changes to funding awards are not distributed.

The reports are for information only, and labeled accordingly. The county's acceptance of a PAAF does not signify acceptance of this supplemental information, or its accuracy. Nothing in those information reports is intended to, or has the effect of, obligating the county, or Division, as expressed in the PAAF.

PAAF Information Only Reports include the following:

1. PAAF Totals are issued with each PAAF making changes to financial awards. These reports are differentiated between awards in Parts A, B, and C. A summary of all awards is also provided. These reports include the following information for the Program Area (Mental Health, Developmental Disabilities, and Alcohol and Drug Services) affected by a PAAF.
 - o Service element title and budget code;
 - o Current Approved amount, which is the cumulative total of awards in the affected service element(s) from all PAAFs agreed between the county and the Division prior to the issuance of the subject PAAF.

- o Current Pending which includes any awards in PAAFs that have been distributed by the Division, but not yet approved and returned by the county;
 - o Proposed Change which is the total proposed increase or decrease in awards for affected service elements as a result of the subject PAAF;
 - o Revised Total which is the sum of the three amounts described above;
 - o Part IV designation for each award, when applicable;
 - o Service Units/Types information which shows the revised number of service units, by type, following acceptance of the subject PAAF, assuming acceptance of all PAAFs pending.
2. A report of Cumulative Payment Authorization Amounts is distributed by the Division each month, separate from any PAAFs. This report shows the cumulative total awarded to each service element provided to the county based on all PAAFs that have been executed between the Division and the county by the end of the previous month.
3. Projected Rate/Slot Changes information is provided with PAAFs addressing Developmental Disabilities Services elements. This report communicates the Division's understanding of how changes to awards, slots, and rates in a PAAF will be distributed among direct-operated and/or subcontract service providers.

The county is an independent contractor and has no obligation to distribute or subcontract funds to providers consistent with the Division's projections. Accuracy of these distributions is, however, critical to the Division's ability to meet federal requirements for documentation of Title XIX waiver funds. The county agrees to notify the Division's Office of Developmental Disability Services within 15 days when awards are distributed to providers at variance with the Division's information reports.

BUDGET MODIFICATION NO.

DA #12

(For Clerk's Use) Meeting Date JUN 22 1995

Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT District Attorney

CONTACT Tom Simpson

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

(Date)

DIVISION

TELEPHONE 248-3863

Tom Simpson

SUGGESTED

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

Budget Modification DA#12 transfers funds within the DA's General Fund and Special Operations budgets and transfers funds to the County's CIP Fund in order to pay for costs associated with the remodelling of the eighth floor and to fund a new copier for the office.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This budget modification accomplishes two items. First, it expends funds for remodelling costs associated with the eight floor of the Courthouse. It was originally planned to pay for these costs within the 1995-96 budget but some elements of the project were moved up on the schedule and were incurred during the 1994-95 fiscal year. These costs are being covered using a combination of salary and materials & services savings.

Additionally this budget modification moves funds within the Law Enforcement Special Operations Fund (180).

The modification moves \$4,566 from Professional Services to Equipment to allow for the purchase of a new copier. The current copier has over 1 million copies and breaks down weekly.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 12 AM 10:47

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Tom Simpson

Date

6-8-95

Department Director

Kelly Bacon

Date

06/06/95

Plan/Budget Analyst

Date

6/12/95

Employee Services

Date

Board Approval

Date

6/22/95

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DA #12

5. ANNUALIZED PERSONNEL CHANGES

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
	NO ANNUALIZED IMPACT - ONE TIME ONLY				\$0
0	TOTAL CHANGE (ANNUALIZED)	\$0	\$0	\$0	\$0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
	Deputy District Attorney 3	(\$9,151)	(\$2,367)	(\$310)	(\$11,829)
	Office Assistant 2	(\$13,660)	(\$3,534)	(\$511)	(\$17,705)
TOTAL CURRENT FISCAL YEAR CHANGES		(\$22,812)	(\$5,901)	(\$821)	(\$29,534)

EXPENDITURE
TRANSACTION

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	23	2461			7400			(\$30,000)	(\$30,000)	Building Management
				2441			5100			(\$22,812)		Permanent
							5500			(\$5,901)		Fringe
							5550			(\$821)	(\$29,534)	Insurance
				2411			6110			\$29,534	\$29,534	Professional Services
		240	30	5710			8200			\$30,000	\$30,000	94-95 Capital Projects
		400	50	7531			6580			(\$821)	(\$821)	Insurance Premiums
		180	23	2482			6110			(\$4,566)		Professional Services
							7100			(\$32)		Indirect Costs
							8400			\$4,566	(\$32)	Equipment
		100	23	2401			7608			\$29,968	\$29,968	Cash Transfer

TOTAL EXPENDITURE CHANGE

\$29,115	\$29,115
----------	----------

REVENUE
TRANSACTION

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	50	7040			6600			(\$821)	(\$821)	Serv Reimb from General Fund
		100	45	7410			6617			(\$32)	(\$32)	Serv Reimb from Spec Ops Fund
		180	23	2482			7601			(\$32)	(\$32)	General Fund
		240	30	5710			7601			\$30,000	\$30,000	General Fund

TOTAL REVENUE CHANGE

\$29,115	\$29,115
----------	----------

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 6, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

RE: Budget Modification DA #12

I. Recommendation/Action Requested:

Approval of Budget Modification DA #12.

II. Background/Analysis:

This budget modification accomplishes two tasks. First it moves funds within the District Attorney's budget to pay for two contracts related to the remodelling project on the eighth floor of the County Courthouse. These costs were originally to come from the 1995-96 budget but the project is on a faster pace than expected and the work was performed this year. Additionally, the budget modification transfers funds from the DA's budget to Facilities to cover the expenditures related to the destruction of old office space.

The second task accomplished by this budget modification is technical in nature. It moves money from Professional Services to Equipment in the Law Enforcement Special Operations Fund to enable the office to buy a new copier. The current copier has copied well over one million times and is in need of frequent (weekly) repair.

These two items were placed on one budget modification because they are both technical in nature, are small in size and the Board has been briefed regarding the eighth floor project.

III. Financial Impact:

The eighth floor costs include \$30,000 for the destruction of

existing office space and \$29,534 for the engineering and design contracts.

The amount of money transferred within the Special Operations Fund is \$4,566. The total cost of the copier is \$16,090. The remaining funds are from the General Fund (\$9,524) and a trade-in allowance (\$2,000).

IV. Legal Issues:

None

V. Controversial Issues:

The monies being used within Fund 180 are part of the Liquor Control Fund. They are funds which are set aside for liquor control activities. The copier being purchased will be heavily used by our District Court unit which is the primary unit responsible for prosecuting DUII offenses. This is the reason these funds are being used.

VI. Link to Current County Policies:

None.

VIII. Other Government Participation:

None.

Contract #800256

MEETING DATE: JUN 22 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Port of Portland, Division of State Lands
and the Sheriff's Office

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: June 22, 1995
Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between Port of Portland, Division of
State Lands and the Sheriff's Office to provide law enforcement
services to specific islands in the Columbia River.

6/22/95 ORIGINALS to LARRY AAB - Delivered
in BOARDROOM

REGULAR

SIGNATURE REQUIRED:

ELECTED OFFICIAL: OR

DEPARTMENT MANAGER: Pieter A. Van Dyke 6-12-95
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 6/93

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL OFFICER

TODAY'S DATE: June 12, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

RE: IGA Between MCSO and Port of Portland (PORT)

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

Through this IGA, MCSO's River Patrol Unit will provide law enforcement services on specified islands in the Columbia River, four days per week, through September. The PORT requested MCSO assistance due to the increase in boaters accessing the otherwise inaccessible islands during the summer months.

III. Financial Impact:

The PORT agrees to pay to MCSO up to \$4,000 per month for services provided under the IGA. Services will be provided on an overtime basis at the agreed cost of \$43 per hour; reserve deputies may also be used to enhance coverage.

IV. Legal Issues:

Standard IGA indemnification issues.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The Port of Portland and the State of Oregon's Division of State Lands

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800256

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-3</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department SHERIFF'S OFFICE Division ENFORCEMENT Date MAY 18, 1995Contract Originator LT. TERRY JONES Phone 288-6788 Bldg/Room RPUAdministrative Contact LARRY AEB Phone 251-2489 Bldg/Room 313/231Description of Contract PROVIDE LAW ENFORCEMENT SERVICES TO SPECIFIC ISLANDS IN THE COLUMBIA RIVER.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name PORT OF PORTLANDMailing Address PO BOX 3529PORTLAND OR 97208

Phone _____

Employer ID# or SS# _____

Effective Date MAY 25, 1995Termination Date SEPTEMBER 14, 1995Original Contract Amount \$ 4,000/4-WK

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager Peter G. Van Dyke 6-9-95

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff Sharon Kelley, Vice-Chair

Contract Administration (Class I, Class II Contracts Only) _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ EVERY 4 WEEK ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date June 9, 1995

Date _____

Date 6/14/95Date June 22, 1995

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3316								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), the Port of Portland ("PORT"), and the State of Oregon, by and through its Division of State Lands ("DSL"). MCSO, COUNTY, PORT and DSL will be referred to collectively as the "parties."

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Port of Portland is a port authority formed and operating under the laws of the State of Oregon, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Division of State Lands is a state agency authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.110 and 273.135; and

WHEREAS, the PORT owns in the State of Oregon land commonly known as Government Island, Lemon Island and McGuire Island (hereinafter collectively known as the "islands"); and

1 WHEREAS, the DSL owns the shorelines of the islands below
2 the mean high water mark; and

3 WHEREAS, although neither the PORT nor DSL manage the
4 islands for public use, members of the public regularly visit the
5 islands for recreational purposes, and such visitation is
6 expected to increase in the future; and

7 WHEREAS, the PORT and DSL desire to protect both the safety
8 and welfare of persons who visit the islands, and the environment
9 of the islands; and the PORT and DSL desire to contract with MCSO
10 to patrol the islands during certain times of the year; and

11 WHEREAS, MCSO is ready, willing and able to provide the
12 patrol services desired by the PORT and DSL.

13 IN CONSIDERATION of those mutual promises and the terms and
14 conditions set forth hereafter, and pursuant to the provisions of
15 ORS chapter 190, the parties agree to be bound as follows:

- 16 1. MCSO agrees to provide a patrol team (hereinafter, "ASSIGNED
17 PERSONNEL"), consisting of two deputy sheriffs, which will
18 patrol the islands during hours mutually agreed upon by MCSO
19 and the PORT, beginning May 25, 1995 and continuing until
20 September 14, 1995. MCSO further agrees to provide 24-hour
21 patrol coverage, using not less than two patrol teams, on
22 Memorial Day weekend, Fourth of July weekend, and Labor Day
23 weekend. The parties further agree that MCSO may assign one
24 or more Reserve Deputy Sheriffs to a patrol team so long as
25 at least one member of each patrol team is a regular, sworn
26 Deputy Sheriff serving under compensation.
27

2. The PORT agrees to provide MCSO with a suitable patrol boat, to be used by MCSO exclusively for island patrol services provided herein. The parties agree that the boat will be moored at Pier 33, at the PORT's expense.

3. The PORT and DSL agree to grant to MCSO the authority to enforce all laws, rules and regulations governing the use of the islands on behalf of the PORT and DSL.

COMPENSATION

4. The PORT agrees to pay to MCSO the sum of \$4,000 every four weeks, beginning May 25, 1995, for services rendered under this agreement. MCSO agrees to provide at least 93 hours of service each 4-week period at the rate of \$43 per hour.

PERSONNEL

5. The PORT and MCSO agree that the ASSIGNED PERSONNEL shall be and remain employees of MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.

6. Neither the PORT nor DSL assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

7. MCSO agrees to maintain workers' compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.

INDEMNIFICATION AND LIABILITY

8. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless the PORT and DSL, 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 MCSO personnel acting pursuant to the terms of this agreement.

9. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, the PORT and DSL shall indemnify, defend and hold harmless COUNTY and MCSO, 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 PORT or DSL personnel acting pursuant to the terms of this agreement.

CONTRACT ADMINISTRATION

10. MCSO designates Sergeant Terry Jones, River Patrol Unit, to represent MCSO in all matters pertaining to administration of this agreement, including emergencies which may arise in connection with the performance of this agreement.

11. The PORT designates Tim VanWormer, telephone (503) 731-7527, as the contact person for the PORT regarding all matters pertaining to administration of this agreement, including emergencies which may arise in connection with the performance of this agreement.

12. DSL designates Jerry Hedrick, telephone (503) 378-3805, ext. 274, to represent DSL in all matters pertaining to administration of this agreement, including emergencies which may arise in connection with the performance of this agreement.

13. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff	Bill Bach
12240 NE Glisan Street	Port of Portland
Portland, OR 97230	P.O. Box 3529
	Portland, OR 97208

CONTRACT MODIFICATION AND TERMINATION

14. This agreement shall be effective the date it is signed by all the parties and shall run through the 14th day of September, 1995.

15. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both the PORT, the DSL and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

IN WITNESS WHEREOF, the parties have caused this agreement
to be executed by their duly appointed officers on the date
written below.

PORT OF PORTLAND

MULTNOMAH COUNTY, OREGON

Mike Thorne, Executive Officer

Sharon Kelly
for Beverly Stein, Chair

DATE: _____

DATE: June 22, 1995

Stephen F. Hulse
For DIVISION OF STATE LANDS

Multnomah County Sheriff

DATE: 5/19/95

DATE: _____

REVIEWED:
Lawrence Kressel
Multnomah County Counsel

Jacqueline Weber
By: Jacqueline Weber

DATE: 6/14/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

106/1545

MEETING DATE: JUN 22 1995

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Federal Grant

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/8/95 6/22/95

Amount of Time Needed: 5 minutes

DEPARTMENT: Community Corrections DIVISION:

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cary Harkaway

ACTION REQUESTED:

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

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

DCC, in collaboration with the District Attorney's office, the Circuit Court, and Metropolitan Public Defender, Inc., is applying for Federal funds to support enhanced treatment services in the S.T.O.P. Drug Diversion Program.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: M. Tamara Hild

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 12 PM 1:10

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS

MEMORANDUM

TO: Board of County Commissioners

FROM: Cary Harkaway *Cary*
Deputy Director

TODAY'S DATE: May 24, 1995

REQUESTED
PLACEMENT DATE: June 8, 1995

SUBJECT: Notice of Intent to Apply for Federal Grant

I. RECOMMENDATION/ACTION REQUESTED

Approval of application for Federal funds to support enhanced drug treatment in the S.T.O.P. Drug Diversion Program.

II. BACKGROUND/ANALYSIS

The Board has approved funding to support basic S.T.O.P. operations. DCC is proposing to apply for Federal funds through the Drug Court Grant Program of the 1994 Crime Bill (Violent Crime Control and Law Enforcement Act of 1994). We would use Federal funds to enhance the basic S.T.O.P. Program as follows: 1) expand target population to include probationers; 2) add a family intervention component; 3) add a mental health component; 4) enhance medical services; 5) add an aftercare component; and 5) support a networked M.I.S.

III. FINANCIAL IMPACT

If Federal funds are awarded, we would prepare a budget modification to increase revenue by approximately \$602,000 in 1995-96. The County match requirement would be met by our existing commitment to support the basic S.T.O.P. Program.

IV. LEGAL ISSUES

N/A

V. CONTROVERSIAL ISSUES

Federal support would be for an 18 month period. Even if proposed enhancements prove successful, the County may not be able to provide support after Federal funding expires. Client fees and Oregon Health Plan reimbursements may become a more viable revenue source for the program and could replace Federal funding for program enhancements in the future. Alternatively, those revenue sources could be used to reduce County support for the basic program.

VI. LINK TO CURRENT COUNTY POLICIES

Program enhancements are consistent with County benchmarks for:

Public Safety :

Percentage of diverted offenders who commit the same offense within one year after diversion.

Percentage of arrestees testing positive for drugs.

Reported property crimes per 1,000 population.

Family Support:

Percentage of infants whose mothers did not use drugs during pregnancy.

VII. CITIZEN PARTICIPATION

The S.T.O.P. Program is supported by the Multnomah County Community Corrections Advisory Committee and the Community Corrections Budget Advisory Committee.

VIII. OTHER GOVERNMENT PARTICIPATION

The S.T.O.P. Program is a cooperative effort of the Circuit Court, the District Attorney's Office, Metropolitan Public Defender, Inc., InAct, Inc., and DCC.

NOTICE OF INTENT

Date: May 26, 1995

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: DCC/ Cary Harkaway

GRANTOR AGENCY: Office of Justice Programs

BEGINNING DATE OF GRANT: 7/1/95

PROJECT TITLE: S.T.O.P. Drug Diversion Program Enhancement

PROJECT DESCRIPTION/GOALS:

Proposed enhancements to S.T.O.P. Program include: expanded target population, family involvement, medical services, mental health services, aftercare, resource coordination, and a networked case management system.

		Direct/Indirect	
PROJECT ESTIMATED BUDGET:	FEDERAL SHARE	\$ 597,924 / 4,186	44 %
	STATE SHARE	\$ /	%
	COUNTY SHARE	\$ 750,000 / 5,250	56 %
	TOTAL	\$ 1,347,924 / 9,436	100 %

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc)

The County share is funding for the basic S.T.O.P. program

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

to be determined

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)

18 month grant

ADVANCE REQUESTED _____ YES ☒ NO, IF NOT, INDICATE REASON(S).

to be determined

RECEIPT OF FUNDS WILL BE DEPOSITED TO P. O. BOX _____ OR WIRED DIRECTLY ☒,
IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification
with yearly costs.)

FULL TIME

FRINGE

TOTAL

N/A

.....

.....

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Grant funds will be contracted to provide enhanced treatment services,

COMMENTS

Grant Manager


Grant Manager Signature

5/25/95
Date

Budget Division

.....

Budget Division Signature

Date

Finance Division

Finance Division Signature


Date

Employee Relations

Employee Relations Signature

Date

Department Director


Department Director Signature

6-6-95
Date

BUDGET MODIFICATION NO.

DLS #1

(For Clerk's Use) Meeting Date JUN 22 1995

Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 22, 1995

(Date)

DEPARTMENT Library

DIVISION Systemwide Public Services

CONTACT Margaret Epting

TELEPHONE 248-5499

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Ginnie Cooper

SUGGESTED

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

Reclassification of Library Clerk 1 to Library Clerk 2

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

X

Personnel changes are shown in detail on the attached sheet

The Library will cover the additional \$236 costs within the Library Fund through salary savings. There will be no impact on the General Fund.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN - 9 PM 12:11

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification \$ _____

Originated By

Margaret Epting

Date

6/8/95

Department Director

Date

Plan/Budget Analyst

Date

06/08/95

Employee Services

Date

Board Approval

Date

6/22/95

Shirlee Robertson

6/8/95

DLS #1

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

[illegible]

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: GINNIE COOPER, DIRECTOR OF LIBRARIES
DATE: JUNE 8, 1995
REQUESTED PLACEMENT DATE: JUNE 22, 1995
RE: BUDGET MODIFICATION DLS #1

- I. Recommendation/Action Requested:
Recommend approval of budget modification DLS #1.
- II. Background/Analysis:
The reclassification request to change a Library Clerk 1 to a Library Clerk 2 was approved by the library's Employee Services Personnel Analyst.
- III. Financial Impact
This reclassification will be covered with existing resources within the Library fund.
- IV. Legal Issues
Correctly classified employees reduce the potential for future legal problems.
- V. Controversial Issues:
None
- VI. Link to Current County Policies:
Policy is to determine job classification based on duties performed.
- VII. Citizen Participation:
None
- VIII. Other Government Participation:
None

BUDGET MODIFICATION NO.

DLS #2

(For Clerk's Use) Meeting Date JUN 22 1995

Agenda No. R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 22, 1995

(Date)

DEPARTMENT Library

DIVISION Systemwide Public Services

CONTACT Margaret Epting

TELEPHONE 248-5499

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Ginnie Cooper

SUGGESTED

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

Reclassification of 2.5 Computer Technicians/Library to Library Computer Systems Operator.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

X

Personnel changes are shown in detail on the attached sheet

The increase of \$13,064 to fund the reclassification of these positions will be absorbed by the Library Fund through salary savings. There will be no impact on the General Fund.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Margaret Epting

6/8/95

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Deborah Coates

6/22/95

Ginnie Cooper

Shirlee Robertson

6/8/95

BOARD OF
COUNTY COMMISSIONERS
MULTI
JOHNS COUNTY
OREGON
1995 JUN -9 PM 12:11

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DLS #2

5. ANNUALIZED PERSONNEL CHANGES

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

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
(1.00)	Computer Technician/Library	(24,033)	(6,217)	(5,524)	(35,774)
(1.00)	Computer Technician/Library	(22,599)	(5,846)	(6,790)	(35,235)
(0.50)	Computer Technician/Library	(10,591)	(2,740)	(1,569)	(14,900)
1.00	Library Computer System Operator	29,200	7,554	5,664	42,418
1.00	Library Computer System Operator	29,458	7,621	6,994	44,073
0.50	Library Computer System Operator	14,697	3,802	1,696	20,195
(0.50)	TOTAL CHANGE (ANNUALIZED)	16,132	4,174	471	20,777

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Computer Technician/Library	(16,086)	(2,862)	(4,031)	(22,979)
(1.00)	Computer Technician/Library	(15,246)	(2,679)	(4,989)	(22,914)
(0.50)	Computer Technician/Library	(7,974)	(1,401)	(1,158)	(10,533)
1.00	Library Computer Systems Operator	19,785	3,476	4,169	27,430
1.00	Library Computer Systems Operator	19,502	3,427	5,148	28,077
0.50	Library Computer Systems Operator	10,818	1,901	1,264	13,983
TOTAL CURRENT FISCAL YEAR CHANGES		10,799	1,862	403	13,064

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: GINNIE COOPER, DIRECTOR OF LIBRARIES
DATE: JUNE 8, 1995
REQUESTED PLACEMENT DATE: JUNE 22, 1995
RE: BUDGET MODIFICATION DLS #2

- I. Recommendation/Action Requested:
Recommend approval of budget modification DLS #2.
- II. Background/Analysis:
The reclassification request to change 2.5 Library Computer Technicians to Library Computer Systems Operator was approved by the library's Employee Services Personnel Analyst.
- III. Financial Impact
This reclassification will be covered with existing resources within the Library fund.
- IV. Legal Issues
Correctly classified employees reduce the potential for future legal problems.
- V. Controversial Issues:
None
- VI. Link to Current County Policies:
Policy is to determine job classification based on duties performed.
- VII. Citizen Participation:
None
- VIII. Other Government Participation:
None

MEETING DATE: JUN 22 1995

AGENDA NO: R-7

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the State of Oregon Department of Human Resources

BOARD BRIEFING: Date Requested: June 22, 1995

Amount of Time Needed: 10 min

DEPARTMENT: Juvenile Justice DIVISION: Administration

CONTACT: Joanne Fuller TELEPHONE#: 306-5599

PERSON(S) MAKING PRESENTATION: Joanne Fuller

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This Agreement would allow the County to loan Dwayne McNannay to the State of Oregon Department of Human Resources for a period of time from June 5, 1995 to June 30, 1997. The State would pay the full expenses for Mr. McNannay during this time period. This is cost neutral. It allows the State to utilize Mr. McNannay's considerable knowledge and skill in the implementation of new legislation and the creation of the Oregon Youth Authority (if approved by the legislature).

6/22/95 ORIGINALS to Joanne Fuller

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

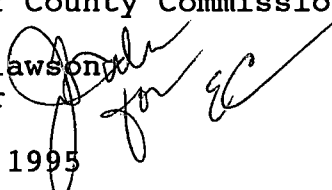
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 12 PM 1:09
MULTNOMAH COUNTY
OREGON

**MULTNOMAH COUNTY
JUVENILE JUSTICE DEPARTMENT**

MEMORANDUM

TO: Multnomah County
Board of County Commissioners

FROM: Elyse Clawson 
Director

DATE: June 5, 1995

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH
COUNTY AND THE STATE OF OREGON FACILITATING THE
LOANING OF EMPLOYEE

I. Recommendation/Action Requested:

The Juvenile Justice Department recommends the Board's approval of the intergovernmental agreement between the State of Oregon and Multnomah County.

II. Background/Analysis:

The proposed intergovernmental agreement would allow the County to loan Dwayne McNannay to the State to serve as an employee of the State. Mr. McNannay would work with the State to implement new juvenile justice legislation and serve other functions that are beneficial to both the State and the County. If approved, this agreement is cost neutral since the State will pay the County all of the expenses related to Mr. McNannay's employment from June 5, 1995 through June 30, 1997.

III. Financial Impact:

None

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

The County has traditionally sought to provide employees opportunities to increase their skills and experience while benefiting the County. This is one such opportunity.

VII. Citizen Participation:

None

VIII. Other Government Participation:

The State

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104695

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-7</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department Juvenile Justice Division Administration Date June 8, 1995Contract Originator Elyse Clawson Phone 248-3578 Bldg/Room 311/JJDAdministrative Contact Joanne Fuller Phone 306-5599 Bldg/Room 311/JJD

Description of Contract IGA to provide for Dwayne McNannay to be loaned to the State of Oregon Department of Human Resources to serve as an employee of the State. The State will reimburse the County for the expenses related to his employment until the end of the agreement in June 1997.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name DHR/State of OregonMailing Address 500 Summer St. NE
Salem, OR 97310-1012

Phone _____

Employer ID # or SS # _____

Effective Date June 5, 1995Termination Date June 30, 1997

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) Katie GaitCounty Counsel Sharron Kelley, Vice-ChairCounty Chair/Sheriff Sharron Kelley, Vice-ChairContract Administration
(Class I, Class II contracts only)Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$24,535 ☒ Other quarterly☐ Requirements contract - Requisition required.

Purchase Order No. _____

☒ Requirements Not to Exceed \$ 175,742Encumber: Yes ☐ No ☐Date 6-17-95

Date _____

Date 6/12/95Date June 22, 1995

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2510			2342		1502		13,630	
02.	156	012	2705			2342		1502		84,140	
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

**Intergovernmental Agreement
between Multnomah County and the
State of Oregon Department of Human Resources**

I. Authority

Pursuant to ORS 190.110, this agreement is entered into between Multnomah County (County) and the Oregon Department of Human Resources (State).

II. Purpose

Under this agreement, the County will loan to the State an experienced County Juvenile Justice Department employee, Dwayne McNanny, to assist in the implementation of new juvenile justice legislation.

III. Term

This contract shall begin on June 5, 1995, or when signed by both parties, and end on June 30, 1997.

IV. Duties and Responsibilities

The employee on loan in this position will carry out the following as assigned:

- A. Assist the State in developing a long-range plan for Juvenile Corrections in the State of Oregon.
- B. Provide consultation and support to counties, cities and regional entities who are interested in securing regional training school sites for their jurisdictions. Serve as a representative of the State in negotiations with a variety of jurisdictions.
- C. Assist the State in securing the services of individuals willing to serve as gubernatorial appointments.
- D. Manage the necessary activities to ensure that the mandates of House Bill 2136 are completed within the time frames required by the bill.
- E. Manage the staff and activities to establish the temporary facilities required to care for three hundred twenty students who will be committed to the State as a result of Ballot Measure 11.
- F. Provide oversight for the State in the design, bidding and construction of five regional training schools.

V. Procedures

- A. Employment Status: Dwayne McNannay will function as an employee of the State, but will remain an employee of the County for personnel purposes.
- B. Funding: The County will bill the State for the full cost of the employee's services including salary, payroll expenses, Unemployment Insurance, Health Insurance, PERS, Workers' Compensation Coverage, Vacation, and Sick leave. The State shall report to the County any sick leave or vacation leave taken. The State will compensate the County for salary and other payroll expenses quarterly in amounts not to exceed the following schedule:

<u>Period</u>	<u>Amount per Period</u>
June 1995	\$ 3,462
July-September 1995	\$21,535
October-December 1995	\$21,535
January-March 1996	\$21,535
April-June 1996	\$21,535
July-September 1996	\$21,535
October-December 1996	\$21,535
January-March 1997	\$21,535
April-June 1997	\$21,535

County will pay the employee directly as a County employee, according to County payroll procedures.

- C. Reimbursement: The State will be responsible for the employee's travel, per diem and training costs associated with and approved for the assignment. (The cost of commuting between the employee's worksite and the employee's residence shall not be reimbursable under this agreement.) The State will also provide the necessary services supplies and capital outlay to support this position.

VI. Indemnification:

Dwayne McNannay, in carrying out the functions and duties of an employee of the State under this agreement shall, at all times, be deemed to be acting as an agent of the State. The State shall be solely responsible for any loss or injury caused or alleged to be caused to third parties by negligent acts or omissions of Dwayne McNannay in the performance of responsibilities under this agreement. Further, the State shall defend, hold harmless, and indemnify the County with respect to any claim, litigation or liability arising from negligent acts or omissions in the performance of responsibilities under this agreement.

Dwayne McNannay shall report, promptly, in writing, any claim and any occurrence that may reasonably give rise to a claim, to the State representatives.

VII. Implementation

- A. Amendments and Changes: This agreement and any changes, alternatives, modifications or amendments shall be in writing and shall not be effective until approved by signature of the parties.
- B. Effective Date: This agreement will take effect when signed by both parties.
- C. Cancellation: This agreement may be canceled by either party upon 30 days written notice, or sooner by mutual agreement. If the State does not receive from the Oregon Legislative Assembly appropriations, limitations or expenditure authorizations to continue to make payments under this contract in the next biennium, the State may terminate this contract without penalty or liability. In this event, the State shall provide the County with the maximum notice possible.
- D. Administration: The State designates Richard A. Hill as its authorized representative in the administration of this agreement. The above-named individual shall be the initial point of contact for matters related to performance, payment authorization, and other contract responsibilities. The County designates Elyse Clawson as its authorized representative to act on its behalf.
- E. Integration: This Intergovernmental Agreement contains the entire agreement between the parties and no statements made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding.

Oregon Department
of Human Resources


Richard A. Hill
Department of Human Resources

Date

Theodore R. Kulongoski
Attorney General

Date

Multnomah County



Elyse Clawson, Director
Juvenile Justice Department

6-12-95

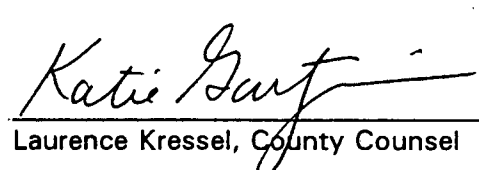
Date



for Beverly Stein, Chair
Multnomah County Board of Commissioners

June 22, 1995

Date



for Laurence Kressel, County Counsel

6/12/95

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO. JJD 5(For Clerk's Use) Meeting Date JUN 22 1995
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Marie EighmeyDIVISION: Dept Mgmt
TELEPHONE: 248-3550

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

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)The Juvenile Justice Division Budget Modification # JJD 5 adds \$3,500 State Childrens Services Division funds to cover the cost of the loan of an employee to the State.

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

This FY94-95 Budget Modification adds \$3,500 in State Childrens Services Division funds to personnel services to cover the employer payroll cost of an employee loaned to the State for a portion of the month of June, 1995. The cash transfer of General Fund is increased by \$130 to cover the indirect Cost on this revenue.

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

- Increase Fund 156 Rev Code 2342 by \$3,500.
- Increase General Fund cash transfer to Fund 156 by \$130.
- Decrease General Fund Contingency by \$130.

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 13 PM 2 34
MULTNOMAH COUNTY
OREGON

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

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

After this modification \$ _____

Originated By _____ Date _____

Department Manager _____

Date _____

Finance/Budget _____

Date _____

Employee Relations _____

Date _____

Board Approval _____

Date _____

me g:\wp51\data\bp\g1dmcn

5. ANNUALIZED PERSONNEL CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2705			Temporary	67,821	11,916	6,403	86,140
	0.00		Annualized Total	67,821	11,916	6,403	86,140

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2705			Temporary	2,469	639	392	3,500
	0.00		Total	2,469	639	392	3,500

ATTACHED IS ERROR

SUGGESTED STRUCTURE:

MCCF STAFF

- X 1.0 MCCF Coordinator/Facilitator (upgraded current vacant position with state admin shift - new hire - reports to Bev)
- Strategic planning for plan implementation and community involvement
 - Liaison to state commission
 - Facilitate PPGY - coordinate county planning
 - funding coordination with other jurisdictions and foundations
 - link between MCCF policy and program implementation
 - County representative to Leader's Roundtable
 - County representative to schools, ESD

1.0 Staff to MCCF (Helen)

Work with MCCF:

- strengthening ties to community
- strengthening advocacy role
- marketing the plan
- assists with above

X 1.0 School Liaison (new .040)

- Staffing for DCT/CC efforts
- Working with CC on community HUBs
- Develop county/school staff direct relationships
- Link to anti-violence work
- Develop links with libraries and schools
- Serves on PPGY

1.0 General staff to MCCF (includes .5 backfill from state cuts .031) (Carol)

- General support and facilitation
- Committee staffing
- Legislative

1.0 Clerical (current position - new hire)

?? .25 JoAnn - Chair's Staff Support to Bev and MCCF - community and committee

MCCF

BEVERLY

BCC

Direct Report Managers

Program Coordinator/Facilitator

CFS Contracting Unit

Regularly Involved

CFS

Health

Juvenile

Library

1 to 3 staff from each area (including new Child Care position)

(For Clerk's Use) Meeting Date JUN 22 1995
Agenda No. 2-91. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 22, 1995

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy GilletteSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)ASD Budget Modification #ASD-~~55~~09 moves a position within ASD, and adds Medicaid funds and fine revenues to the Adult Care Home Program budget.

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 SHEETASD Budget Modification #ASD-~~55~~09 moves a .50 FTE PDS from the Adult Care Home Program to Community Access Services, where it is better aligned with planning and program development. One-time only Medicaid funds from the State of Oregon are added, for enhanced Adult Care Home monitoring for FY1995. Also, fines derived from sanctions of Adult Care Homes are added to the budget.

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

- o \$12,224 in County general funds are moved to Org. 1751 from Org. 1706 and 1980; Title XIX funds of \$17,073 are also moved to Org. 1751.
- o Additional Title XIX funds of \$70,289 are added to the Adult Care Home Program.
- o Fine Revenues of \$16,000 are added to the Adult Care Home Program.

 JUN 12 PM 4:08
 CLERK OF
 COUNTY OF
 MULTNOMAH
 OREGON

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

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

After this modification

Originated By <i>Kathy Gillette</i>	Date <i>6/7/95</i>	Department Manager <i>Jim McConnell</i>	Date <i>6-8-95</i>
Finance/Budget <i>Christina Zeller</i>	Date <i>6/12/95</i>	Employee Relations <i>Susan Danell</i>	Date <i>6/12/95</i>
Board Approval <i>WELBORN H. COASTO</i>	Date <i>6/22/95</i>		

PERSONNEL DETAIL FOR BUD MOD NO: ASD #9509

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

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
<p>Positions are temporary, one-time only positions for FY1995 in Adult Care Home.</p> <p>The .50 FTE Program Development Specialist in Adult Care Home Program is moved to Community Access Services. One-time only salary savings are used for Materials and Services costs, especially printing, for the Adult Care Home Activities Project.</p>				
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 Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
Temporary Positions in Adult Care Home		\$ 25,120	\$ 4,279 \$ 601	\$ 30,000
Increase Base for position move from East Branch to Adult Care Home Program		3,500	0 0	3,500
TOTAL CHANGE		<u>\$ 28,620</u>	<u>\$ 4,279</u> <u>\$ 601</u>	<u>\$ 33,500</u>

EXPENDITURE

BUDGET MODIFICATION ASD9509

Move Activities Specialist to Community Access Services;
Add SDSD one-time-only Medicaid funds to Adult Care Home Program

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	010	1980			5100			(15,614)		Permanent
		100	010	1980			5500			(2,665)		Fringe
		100	010	1980			5550			(2,721)		Insurance
											(21,000)	SUBTOTAL, PERS., ORG 1980
		100	010	1980			6060			(7,408)		Supplement
											(7,408)	SUBTOTAL, M & S, ORG 1980
											(28,408)	TOTAL, ORG 1980
		156	010	1706			6050			(276)		Supplement
		156	010	1706			7100			(613)		Indirect
		156	010	1706			7500			(16,462)		Other Internal Charges
											(17,351)	TOTAL, ORG 1706
		156	010	1751			5100			12,214		Permanent
		156	010	1751			5500			2,086		Fringe
		156	010	1751			5550			2,130		Insurance
											16,430	SUBTOTAL, PERS., ORG 1751
		156	010	1751			6060			7,684		Supplement
		156	010	1751			6120			3,500		Printing
		156	010	1751			7100			823		Indirect
		156	010	1751			7300			500		Motor Pool
		156	010	1751			7560			360		Postage/Distribution
											12,867	SUBTOTAL, M & S, ORG 1751
											29,297	TOTAL, ORG 1751
TOTAL EXPENDITURE CHANGE										(16,462)		TOTAL EXPENDITURE CHANGE

Move Activities Specialist to Community Access Services;
Add SDSD one-time-only Medicaid funds to Adult Care Home Program

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	010	1980			5100			3,500		Permanent
		100	010	1980			5200			25,120		Temporary
		100	010	1980			5500			4,279		Fringe
		100	010	1980			5550			601		Insurance
											33,500	SUBTOTAL, PERS., ORG 1980
		100	010	1980			6110			7,000		Professional Services
		100	010	1980			6120			8,000		Printing
		100	010	1980			6230			12,800		Supplies
		100	010	1980			6310			1,000		Education
		100	010	1980			6330			3,000		Local Travel
		100	010	1980			7150			6,000		Telephone
		100	010	1980			7300			500		Motor Pool
		100	010	1980			7560			3,500		Postage/Distribution
											41,800	SUBTOTAL, M & S, ORG 1980
		100	010	1980			8400			8,475		Equipment
											8,475	SUBTOTAL, CAP, ORG 1980
											83,775	TOTAL, ORG 1980
		156	010	1706			7100			2,514		Indirect
		156	010	1706			7500			67,775		Other Internal Services
											70,289	TOTAL, ORG 1706
		400	50	7550			6550			(2,721)		Serv. Reimb./Insurance
		400	50	7550			6550			2,130		Serv. Reimb./Insurance
		400	50	7531			6580			601		Serv. Reimb./Insurance
											10	TOTAL SERV. REIMB.
TOTAL EXPENDITURE CHANGE										154,074		TOTAL EXPENDITURE CHANGE

REVENUE

Move Activities Specialist to Community Access Services;
Add SDSD one-time-only Medicaid funds to Adult Care Home Program

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agcn.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	010	1950			6602		(16,462)			Service Reimbursement
		100	010	1950			7601		(4,538)			County General Fund - Subsidy
		100	010	1950			7601		(7,408)			County General Fund - Match
Note: Per LGFS, revenues were loaded in Org. 1950, instead of Org. 1980.											(28,408)	TOTAL, ORG 1950
		156	010	1706			2609		(17,073)			Title XIX
		156	010	1706			7601		(276)			County General Fund - Match
		156	010	1706			7601		(2)			County General Fund - Indirect
											(17,351)	TOTAL, ORG 1706
		156	010	1751			2609		17,073			Title XIX
		156	010	1751			7601		4,348			County General Fund - Subsidy
		156	010	1751			7601		7,684			County General Fund - Match
		156	010	1751			7601		192			County General Fund - Indirect
											29,297	TOTAL, ORG 1751
		100	010	1980			6170		16,000			ACHP Fines
		100	010	1980			6602		67,775			Service Reimbursement
											83,775	TOTAL, ORG 1980
		156	010	1706			2609		70,289			Title XIX
											70,289	TOTAL, ORG 1706
		400	040	7040			6600		(2,721)			Serv. Reimb./Insurance
		400	040	7040			6602		2,130			Serv. Reimb./Insurance
		400	040	7040			6600		601			Serv. Reimb./Insurance
											10	TOTAL SERV. REIMB.
TOTAL REVENUE CHANGE									137,612	TOTAL REVENUE CHANGE		



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, County Chair

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

DATE: June 6, 1995

SUBJECT: ASD Budget Modification #ASD-~~95~~09: Adds one-time only Title XIX funds from the State of Oregon, Senior and Disabled Services Division, to the Adult Care Home Program; adds Fine Revenues to the Adult Care Home Program; moves a .50 PDS from Adult Care Home to Community Access Services.

Recommendation: Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-~~95~~09.

Background/Analysis: Senior and Disabled Services of the State of Oregon has provided one-time only additional Medicaid funds for enhanced monitoring of Adult Care Homes for the duration of FY1995. Increased monitoring so far this year, and implementation of a fine schedule for sanctions, has resulted in the need to add revenues resulting from fines. Finally, the .50 PDS position added to develop, coordinate and inform Adult Care Home operators about activities in Adult Care Homes is moved to Community Access Services in order to better coordinate activities planning and development.

Financial Impact: Budget Modification #ASD-~~95~~09 adds \$70,289 in one-time only Title XIX (Medicaid) funds to pay for temporary staff and support costs for Adult Care Home program monitoring. \$16,000 in Fines Revenues is added, which will also be used to support monitoring efforts. \$12,224 in County General Funds, and \$17,073 in Medicaid funds, and corresponding expenses, are moved from Org. 1980, Adult Care Home Program, to Org. 1751, Community Access Services.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: Increased funding will enhance the Adult Care Home Program's ability to closely monitor those homes performing at or below the minimum standard of care, and better ensure the safety of residents in those homes.

Citizen Participation: NA

Other Government Participation: The State of Oregon Senior and Disabled Services Division has recognized the need to enhance monitoring of Adult Care Homes, and has thus provided funding for additional monitoring.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COMMUNITY AND FAMILIES SERVICES**DIVISION: **N/A**CONTACT: **KATHY TINKLE / WENDY BYERS**PHONE: **3691*** NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: **SUSAN CLARK/KATHY TINKLE**

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

Budget Modification # **10** Moves funds from Pass Through to personnel and material and service expenses for Division and Resource Management.

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

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

This modification will increase the CFSD budget by \$19,297 in CGF indirect support. It will add a full time Domestic Violence Coordinator, Marshall Coordinator both as of December 1994, and a MIS Administrator as of June 1995. The increases will be off set by reductions in Pass Through. Both the Domestic Violence Coordinator and Marshall Coordinator positions were added in the 94/95 budget process, but until classifications were determined the funds were reflected in Pass Through.

Material, services, and equipment are also increased to bring the budget in line with projected expenses. Adjustments were also made to appropriate one time only funds to cover the cost of moving to the Commonwealth building to purchase: partitions, telephone/data wiring, and equipment. It also covers the cost of the physical move.

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

CGF Indirect Support	\$19,297
Svs Reimb F/S to GF (Indirect)	\$19,297
Svs Reimb F/S to Ins Fd	\$7,598
Svs Reimb F/S to Phone Fd	\$101,000
Svs Reimb F/S to Dist Fd	\$6,800
TOTAL	\$153,992

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

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

Originated By: *Kathy Tinkle* Date: *6/8/95*
 Plan/Budget Analyst: *Christine White* Date: *6/12/95*
 Board Approval: *Wendy Byers* Date: *6/22/95*

Department Director: *K. Poe* Date: *6/8/95*
 Employee Services: *CRumbas* Date: *6/12/95*

1995 JUN 12 AM 11:10
 MULTNOMAH COUNTY
 OREGON

CLERK OF
 COUNTY COMMISSIONERS

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 94/95

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	0110			5100			36,054		Permanent
		156	010	0110			5500			9,327		Fringe
		156	010	0110			5550			7,506		Insurance
											52,887	Total Personnel
		156	010	0110			6060			(681,505)		Pass Through
		156	010	0110			6110			116,813		Professional Services
		156	010	0110			6120			2,200		Printing
		156	010	0110			6170			1,200		Rentals
		156	010	0110			6230			317,774		Supplies
		156	010	0110			6320			5,000		Conference / Conv
		156	010	0110			6620			4,000		Dues / Subscriptions
											(234,518)	Total Direct M & S
		156	010	0110			7100			17,522	17,522	Indirect @ 3.71% & .7%
		156	010	0110			7150			101,000	101,000	Telephone
		156	010	0110			8400			25,200	25,200	Equipment
											(37,909)	Total Org 0110
		156	010	0120			5100			1,942		Permanent
		156	010	0120			5500			502		Fringe
		156	010	0120			5550			92		Insurance
											2,536	Total Personnel
		156	010	0120			6110			29,000		Professional Services
		156	010	0120			6230			13,000		Supplies
		156	010	0120			6320			1,500		Conference/Conv
											43,500	Total Direct M & S
		156	010	0120			7100			1,960		Indirect @ 3.71% & .7%
		156	010	0120			7560			6,800		Distribution / Postage
											8,760	Total Internal Srv Reimb
		156	010	0120			8400			29,000	29,000	Equipment
											83,796	Total Org 0120
		156	010	1260			6060			(26,405)	(26,405)	Pass Though
		156	010	1260			7100			(185)	(185)	Indirect @ 3.71% & .7%
											(26,590)	Total Org 1260
		100	010	0100			7608			19,297	19,297	Cash Transfer
		400	050	7531			6580			7,598	7,598	Insurance
		402	030	7990			6190			101,000	101,000	Telephone
		404	030	7345			6200			6,800	6,800	Dist and Postage
										\$153,992	\$153,992	GRAND TOTAL

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 94/95

[illegible]

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. #10

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

FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Domestic Violence Coordinator	\$36,034	\$6,331	\$3,429	\$45,794
1.00	Marshall Coordinator	\$41,902	\$7,362	\$5,838	\$55,102
1.00	Data Systems Administrator	\$48,267	\$8,479	\$5,938	\$62,684
3.00	TOTAL ANNUALIZED CHANGES	\$126,203	\$22,172	\$15,205	\$163,580

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

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
0.54	Domestic Violence Coord	Hired as part time in Dec, went to full time in January 1995.	\$18,612	\$4,815	\$3,055	\$26,482
0.53	Marshall Coordinator	Position vacant for part of 94/95	\$17,442	\$4,512	\$4,451	\$26,405
0.04	Data Systems Admin	MIS Administrator as of June 15, 1995	\$1,942	\$502	\$92	\$2,536
1.11	TOTAL CURRENT FISCAL YEAR CHANGES		\$37,996	\$9,829	\$7,598	\$55,423



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *LP/SLC*
Community and Family Services Division

DATE: June 8, 1995

SUBJECT: Budget Modification CFSD #10

I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of Budget Modification **CFSD #10**. This modification increases the Division and Resource Management budget by \$19,297.

II. BACKGROUND/ANALYSIS: This is a year end housekeeping modification that reallocates Carryover revenue budgeted in Pass Through to the actual object codes to cover the cost of the move to the Commonwealth Building and to cover projected year end expenses.

This modification also adds three FTE to the Division and Resource Management budget. Funding for the Domestic Violence Coordinator and the Marshall Coordinator positions were added during the FY94-95 budget process. Since the classifications were not known at the time the funds were budgeted in Pass Through. This modification appropriates actual costs to personnel to create the positions. The MIS Administrator position is being added to supervise a central MIS unit and to coordinate the development and implementation of an integrated information system. All of these positions are included in the 95/96 budget.

III. FINANCIAL IMPACT: This modification increases the budget for Division and Resource Management by \$19,297 in increased CGF indirect support. Increases to expenses are off set by a reduction in Pass Through. Service reimbursements to Insurance (\$7,598), Telephone (\$101,000) and Distribution (\$6,800) are also increased.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

JUN 22 1995

Agenda No.:

R-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

(Date)

DEPARTMENT: COMMUNITY AND FAMILIES SERVICESDIVISION: N/ACONTACT: KATHY TINKLE / WENDY BYERSPHONE: x6777* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK/KATHY TINKLESUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification #11 Budget modification #11 will increase the Children and Adolescent Mental Health program budget by \$194,392 to reflect amendments to the State's funding.

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

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

This budget modification increases the Children and Adolescent Mental Health Budget by \$194,392 and adjusts the Oregon Commission on Children and Families (OCCF) revenue to the actual contract award. Of the increase \$95,218 is Pass Through and \$49,869 is budgeted as Professional Services.

Other changes include the addition of a temporary full-time Program Development Specialist Sr. for October through June 1995, and supplies are increased slightly.

This modification also increases general fund contingency in the amount of \$11,769 as payment for indirect costs.

1995 JUN 12 PM 12:03
MULTIOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

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

CCDBG	(\$5,936)
Juvenile Services	\$138,761
SRI	(\$35,630)
Great Start	\$74,707
CASA	\$248
HB 2004	\$22,464
YCC	(\$222)
Srv Reimb F/S to CGF	\$11,769
Srv Reimb F/S to Insurance Fd	\$1,444
TOTAL	\$207,605

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

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

Originated By: <u>Kathy Tinkle</u>	Date: <u>6/8/95</u>	Department Director: <u>K. Paels</u>	Date: <u>6/8/95</u>
Plan/Budget Analyst: <u>Christine Tele</u>	Date: <u>6/12/95</u>	Employee Services: <u>C. Ruelas</u>	Date: <u>6/12/95</u>
Board Approval: <u>Deborah C. Boast</u>	Date: <u>6/22/95</u>		

EXPENDITURES

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 94/95

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1301			5100			29,673		Salary
		156	010	1301			5500			6,094		Fringe
		156	010	1301			5550			1,444		Insurance
											37,211	Total Personnel
		156	010	1301			6230			325	325	Supplies
		156	010	1301			7100			117	117	Indirect
											37,653	Total Org 1301
		156	010	1350			6060			59,921	59,921	Pass Through
		156	010	1350			6110			38,238	38,238	Professional Services
		156	010	1350			7100			2,534	2,534	Indirect
											100,693	Total Org 1350
		156	010	1360			6060			25,229	25,229	Pass Through
		156	010	1360			7100			3,219	3,219	Indirect
											28,448	Total Org 1360
		156	010	1370			6060			28,530	28,530	Pass Through
		156	010	1370			6110			11,631	11,631	Professional Services
		156	010	1370			7100			3,246	3,246	Indirect
											43,407	Total Org 1370
		156	010	1380			6060			(18,462)	(18,462)	Pass Through
		156	010	1380			7100			2,653	2,653	Indirect
											(15,809)	Total Org 1380
		100	045	9120			7700			11,769	11,769	Contingency
		400	050	7531			6580			1,444	1,444	Insurance
		1								\$207,605	\$207,605	GRAND TOTAL

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 94/95

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1301			2110			(2,990)		CCDBG
		156	010	1301			2312			3,959		JSA
		156	010	1301			2317			5,627		SRI
		156	010	1301			2398			8,593		Great Start
		156	010	1301			2315			22,464		HB 2004
											37,653	Total 1301
		156	010	1350			2110			(2,946)		CCDBG
		156	010	1350			2312			20,619		JSA
		156	010	1350			2313			(275)		CASA
		156	010	1350			2317			5,629		SRI
		156	010	1350			2396			77,666		Great Start
											100,693	Total 1350
		156	010	1360			2312			40,000		JSA
		156	010	1360			2396			(11,552)		Great Start
											28,448	Total 1360
		156	010	1370			2312			35,782		JSA
		156	010	1370			2317			7,847		SRI
		156	010	1370			2614			(222)		YCC
											43,407	Total 1370
		156	010	1380			2312			38,401		JSA
		156	010	1380			2313			523		CASA
		156	010	1380			2317			(54,733)		SRI
											(15,809)	Total 1380
		100	045	7410			6602			11,769	11,769	Srv Reimb F/S to CGF
		400	050	7040			6602			1,444	1,444	Srv Reimb F/S to Ins Fd
										\$207,605	\$207,605	GRAND TOTAL

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 11

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

		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSUR	TOTAL
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
0.00	TOTAL ANNUALIZED CHANGES	\$0	\$0	\$0	\$0

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

			CURRENT YEAR			
FTE	POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
1.00	Program Dev Spec Sr.	Temporary October through June 30, 1995	\$29,673	\$6,094	\$1,444	\$37,211
1.00	TOTAL CURRENT FISCAL YEAR CHANGES		\$29,673	\$6,094	\$1,444	\$37,211



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
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BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *LP/SLC*
Community and Family Services Division

DATE: June 8, 1995

SUBJECT: Budget Modification CFSD # 11

I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of Budget Modification CFSD #11. This modification increases the Children and Adolescent Mental Health program budget by \$194,392.

II. BACKGROUND/ANALYSIS: This modification will increase the program budget to reflect changes in the State's Oregon Commission on Children and Families (OCCF) funding. The majority of the change will be budgeted in Pass Through. In addition, it funds a temporary Program Development Specialist Sr. through June 30, 1995.

Funding changes and reconciliation to State funding levels are based upon a biennial allocation through June 1995 and bring the County budget into line with the most recent State budget. The funding sources included in this modification are CCDBG, Great Start, SRI, JSA, CASA, YCC and HB2004. The CFSD covered the HB2004 expenses for the commission, during the first part of the biennium with other revenue. This modification will recover that revenue.

III. FINANCIAL IMPACT: With this Budget Modification we are appropriating \$95,218 to Pass Through and \$49,869 in Professional Services for contracted services. Personnel expenses are increased by \$37,211 to fund the temporary full-time PDS Sr. and supplies are increased by \$325.

This modification also increases the general fund contingency by \$ 11,769 as the grants involved pay actual indirect costs.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

MEETING DATE:

JUN 22 1995

AGENDA NO:

R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovt. Agreement between Mult. Co. and City of Fairview to
Develop City's Seventh Street Extension Project to include various services

BOARD BRIEFING

Date Requested:

Amount of Time Needed:

REGULAR MEETING:

Date Requested: June 22, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Chuck Henley

TELEPHONE #: 248-3191

BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: Chuck Henley

ACTION REQUESTED:

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

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

Intergovernmental Agreement with the city of Fairview to develop the city's Seventh Street Extension Project, to provide design engineering, optionally, right of way acquisition, contracting, and construction engineering services, the extent of such services yet to be determined. There is no financial impact to the county.

6/22/95 ORIGINALS to Chuck Henley

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN.PL

CHCK1043.AGEN

6/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Betsy Williams, Dept. of Environmental Services
Larry Nicholas, DES Transportation Division

Betsy Williams
Larry Nicholas

TODAY'S DATE: June 6, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

RE: Intergovernmental Agreement Between Multnomah County and the City of Fairview to Develop the City's Seventh Street Extension Project, Providing for Design Engineering Services, and Optionally for Right of Way Acquisition, Contracting, and Construction Engineering Services

I. Recommendation/Action Requested:

The Transportation Division recommends that the Chair formally sanction its concurrence with a request by the City of Fairview for engineering and design services to develop the City's Seventh Street project. At the City's option, the agreement will authorize the County to perform design engineering services, and optionally, right of way acquisition, contract letting, and construction engineering services. Approval of this agreement by the County Chair and the Mayor of Fairview will memorialize the mutual understanding between Transportation Division and City staff regarding the scope and schedule of services the County obligates to provide and the amount the City obligates to pay therefor.

II. Background/Analysis:

Over the next several years ample private and public development is planned in the Fairview area. Notably, construction of Fairview Village, a development that promotes alternate modes of travel, is already under way. The development borders four segments of major County roads expected to be reconstructed during the same period: NE Halsey Street, NE 223rd Avenue, NE Glisan Street, and NE 207th Avenue.

Seventh Street will intersect Halsey Street, aligning with the main entrance to Fairview Village on its south end, and the city-owned Lincoln Street on the north. The Division has recommended that the City support closing Sixth Street at Halsey Street to eliminate traffic operational problems on Halsey caused by the proximity of driveways and entrances to Fairview Village commercial area. The City regards the extension of Seventh Street as essential because it will provide a vital connection between the "new" Fairview (Fairview Village) and the older, established residential core area. Therefore, the establishment and development of Seventh Street are a high priority for the City.

To efficiently advance the design and construction of the project, the City would like to retain Division staff's engineering expertise. To reduce the project's costs, the City would like to include its project in the County's larger project to reconstruct NE Halsey Street.

Attached is the original request from the City describing the services it desires. The City Administrator and Counsel have reviewed and approved the agreement in its present form. The scope of the agreement is limited to preliminary engineering for the design of the street. The Division will produce plans, specifications, and estimates for City use. If the City elects, additional services will include right of way acquisition, contract letting and construction engineering.

III. Financial Impact:

There is no material financial impact to the County caused by the scope of this agreement. The City will reimburse the County for the actual costs of providing preliminary engineering services up to a maximum of \$7,500 initially; and, if the City elects, additional services and reimbursement therefor shall be negotiated with the City. Right of way appraisal and negotiation services are estimated to cost \$5,000 and construction engineering services are estimated to cost \$5,000. The estimated cost of right of way is \$35,000 and the estimated cost of construction as a part of the County's NE Halsey Street reconstruction project is \$50,000.

IV. Legal Issues:

O.R.S. Chapter 190 provides for intergovernmental agreements between units of local government to allow the performance of functions or activities by one unit of local government for another.

V. Controversial Issues:

Understandably, the owner of the property on which the street will be located is very concerned about the impact of the new street. Several residents have expressed their objections to the proposed closing of Sixth Street and the opening of Seventh Street citing changes to existing traffic patterns and potential safety problems.

VI. Link to Current County Policies:

The Transportation Division has provided similar services for similar purposes to other governmental units when requested. Design and construction of Seventh Street will take place according to City or County design standards and generally accepted engineering principles and practices.

VII. Citizen Participation:

At least twice during different regularly scheduled meetings, the Fairview City Council has heard public comment on the proposal to extend Seventh Street and close Sixth Street. The property owner and other residents have expressed their objections and concerns to the City Council.

VIII. Other Government Participation:

On May 17, 1995, the Fairview City Council unanimously resolved to pursue opening Seventh Street and closing Sixth Street at NE Halsey Street. Solely, it is the City's decision to pursue development of Seventh Street. In that endeavor, the County's role is limited to providing consulting and possibly right of way acquisition, contracting and construction management services at the City's request and direction.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 302215

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-12</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Environmental Services Division Transportation Date 6/5/95Contract Originator Chuck Henley Phone 248-3191 Bldg/Room #425/YeonAdministrative Contact Cathey Kramer Phone X 2589 Bldg/Room #425/Yeon

Description of Contract Intergovt. Agrmt. between Multnomah Co. and Fairview to develop Fairview's Seventh Street Extension Project, providing design engineering; optionally, right of way acquisition, contracting and construction engineering svcs. Fairview to reimburse Mult. Co.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of FairviewMailing Address 635 Lincoln StreetFairview OR 97024Phone (503) 665-7929

Employer ID# or SS# _____

Effective Date Upon executionTermination Date Upon completion/terminationOriginal Contract Amount \$ 102,500.00 (estimated)

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 102,500.00 (estimated)**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]
Sharron Kelley, Vice-Chair

Contract Administration (Class I, Class II Contracts Only) _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/8/95

Date _____

Date 6/15/95Date June 22, 1995

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	COMMOD/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	150	030	6101			2788					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
AND THE CITY OF FAIRVIEW TO DEVELOP THE CITY'S SEVENTH STREET
EXTENSION PROJECT, PROVIDING FOR ENGINEERING AND DESIGN
SERVICES, AND OPTIONALLY FOR RIGHT OF WAY ACQUISITION,
CONTRACTING, AND CONSTRUCTION ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into as of the ____ day of, _____, 1995, by and between Multnomah County, a home rule political subdivision of the State of Oregon, hereinafter called "County," and the City of Fairview, a municipal corporation, hereinafter called "City," pursuant to the authority granted in O.R.S. 190.

W I T N E S S E T H:

WHEREAS, the City of Fairview requires services that County can provide, under terms and conditions hereinafter described; and

WHEREAS, County is able and prepared to provide such services as City does hereinafter require, under terms and conditions set forth;

NOW, THEREFORE, in consideration of those mutual promises and terms and conditions set forth hereinafter, the parties agree as follows:

1. TERM.

The term of this Agreement shall be from the adoption of this agreement until completion of all services required, unless sooner terminated under the provisions hereof.

2. SERVICES.

County's services under this Agreement shall consist of preliminary engineering for the design phase of the development of a segment of City's Seventh Street between Lincoln Street and Halsey Street. Optionally, as the City elects, upon mutual agreement between City and County, County may provide additional project development and construction contract services.

3. COMPENSATION.

- A. City agrees to compensate the County for the actual cost of engineering design services. The City will reimburse the County for the actual costs of the work necessary to fulfill the terms of this Agreement up to a maximum amount of \$7,500. The actual cost shall be the sum of the base salary cost, fringe benefits, and overhead rate.

- B. If the City elects to retain County for additional project development and construction contract services, compensation for actual costs and maximum costs will be negotiated and mutually agreed upon by City and County before County undertakes additional services.
- C. The County shall compile accurate cost accounting records and submit itemized bills, at least monthly, to the City for all costs authorized by this Agreement. The City agrees to pay the bills within 30 days of receipt of the bill.
- D. City certifies that sufficient funds are available and authorized to finance costs of this contract.

4. **EARLY TERMINATION.**

- A. This Agreement may be terminated before the expiration of the agreed-upon term:
 - 1. by mutual written consent of the parties;
 - 2. by either party, upon 30 days' written notice to the other, delivered by certified mail, or in person; or
 - 3. by City, effective upon delivery of written notice to County by certified mail, or in person.
- B. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of County or City which accrued before such termination.

5. **SUBCONTRACTS OR ASSIGNMENT.**

County shall neither subcontract with others for any of the work prescribed herein, nor assign any of County's rights acquired hereunder.

6. **ACCESS TO RECORDS.**

City shall have access to such books, documents, papers, and records of County as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

7. **WORK IS PROPERTY OF CITY.**

All work performed by County under this Agreement shall be the property of the City.

8. **ADHERENCE TO LAW.**

- A. County shall follow all applicable laws governing its relationship with its employees, including but not limited to, laws, rules, regulations, and policies concerning workers' compensation and minimum and prevailing wage requirements.
- B. County shall adhere to all applicable laws, regulations, and policies relating to equal employment opportunity, and nondiscrimination in services and affirmative action.
- C. The County shall, subject to the limitations of the Oregon Tort Claim Act, indemnify, defend, and save City harmless from any and all claims, suits, or actions for damage or loss to property, or injury or death of any person, arising out of or in connection with the County performing the maintenance services.

9. **MODIFICATION.**

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

10. **INTEGRATION.**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

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

CITY OF WOOD VILLAGE

COUNTY OF MULTNOMAH

By _____, Mayor

By Sharon Kelly
for Beverly Stein, County Chair

DATED: _____, 1995

DATED: June 22, 1995

By _____
City Manager

Reviewed:

LAURENCE KRESSEL, County Counsel
for Multnomah County

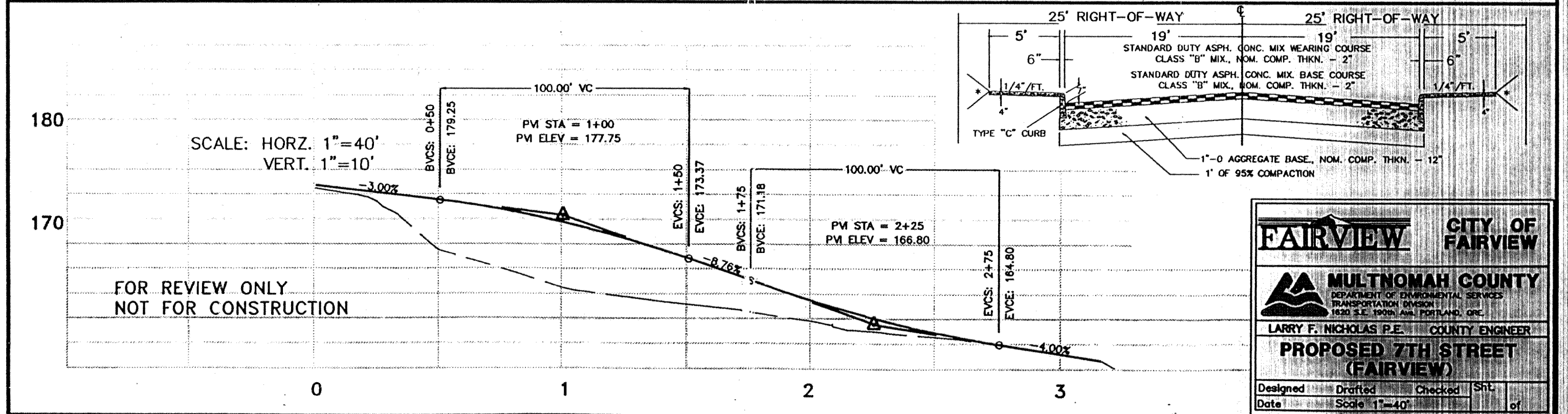
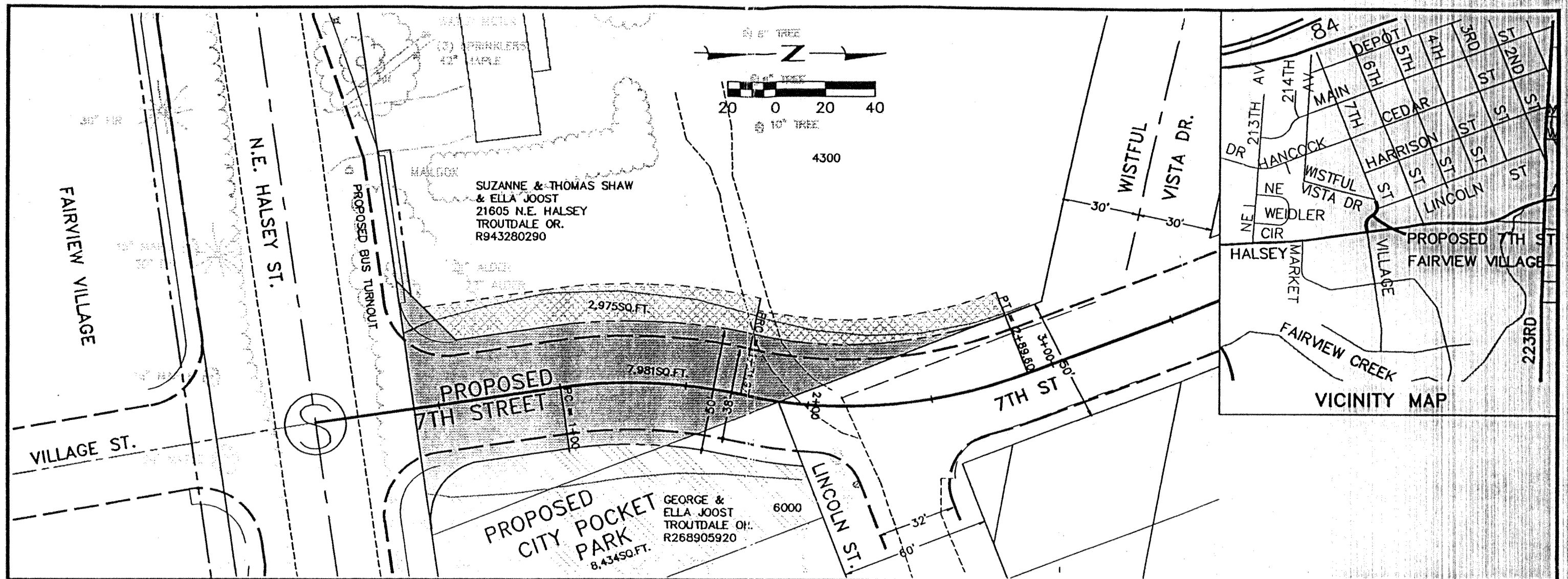
Approved as to Form:

By _____,
City Attorney

By [Signature]
Assistant County Counsel

CHCK1047.AGR

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-12 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK



FAIRVIEW

MULTNOMAH COUNTY

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190th AVE. PORTLAND, OR

LARRY F. NICHOLAS P.E. COUNTY ENGINEER

CITY OF FAIRVIEW

PROPOSED 7TH STREET (FAIRVIEW)

Designed	Drafted	Checked	Sht.
Date	Scale 1"=40'		of

BUDGET MODIFICATION NO.

DES - 11

(For Clerk's Use) Meeting Date JUN 22 1995
Agenda No. R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 22, 1995

(Date)

DEPARTMENT Environmental ServicesDIVISION Information ServicesCONTACT Jim MunzTELEPHONE 3749

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Commonwealth Building Telephone Rewiring

(Estimated Time Needed on the Agenda - 5 minutes)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification appropriates revenue from the A&T Fund and from the Commonwealth Building Management Company for costs associated with telephone and data wiring due to the move of A&T to their new location. Additional revenues and expenditures are anticipated related to this move from CFSD. The budget changes associated with CFSD will appear on budget modification number CFSD 10, with the exception of appropriating \$98,895 from Telephone Fund Contingency to cover the balance of CFSD wiring costs. The telephone office and CFSD will work out a mutually acceptable arrangement for recovering these costs in FY 95-96.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This budget modification increases revenue in the Telephone fund.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification: \$

Originated By

Lance Duncan

Date

08-Jun-95

Department Director

Mildred Seibel

Date

08-Jun-95

Plan/Budget Analyst

Date

6-12-95

Employee Services

Date

Board Approval

Date

6/22/95

BOARD OF
 CLATSOP COUNTY COMMISSIONERS
 1995 JUN 12 PM 12:05
 CLATSOP COUNTY
 OREGON

DES - 11

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

BUDMOD:

DES - 11

BUDGET FY

REVENUE			
TRANSACTION EB GM ()	TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FY

[illegible]



MULTNOMAH COUNTY OREGON

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

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

Staff Report Supplement

To: Board of County Commissioners
From: Jim Munz
Date: June 8, 1995
Subject: Budget Modifications increasing the Telecommunications Budget by \$345,948

I. Recommendation/Action Requested

Approval of the transfer of funds from various sources to the telecommunications budget for voice and data wiring costs associated with the Commonwealth building move. The costs identified for Assessment and Taxation are contained within budget modification DES 11 as is the difference between what CFSD has available during 1994-95 and their actual costs. CFSD is preparing a separate housekeeping budget modification (CFSD 10) which adjusts their telephone expenditures accordingly.

II. Background/Analysis

The Commonwealth building move was not budgeted in the Telecommunications budget for this fiscal year.

III. Financial Impact

The Telecommunications budget expenditures are billed back to telephone system users resulting in increased revenues to offset this over-expenditure. The amount moved from Telecommunications Fund Contingency to cover CFSD's shortfall will be collected in FY 95-96 by a mutually-agreeable arrangement.

IV. Legal Issues

This budget modification allocates resources within correct object and revenue codes to comply with Oregon budget law regarding expenditures and revenues.

V. Controversial Issues

N/A

VI. Link to Current County Policy

The Board of Commissioners has approved moving A&T and CFSD into the Commonwealth building. This budget modification accommodates expenditures associated with that move.

VII Citizen Participation

N/A

VIII Other Government Participation.

N/A

BUDGET MODIFICATION NO.

DES - 12

(For Clerk's Use) Meeting Date JUN 22 1995Agenda No. B-14

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 22, 1995

(Date)

DEPARTMENT Environmental ServicesDIVISION Land Use PlanningCONTACT Scott PembleTELEPHONE 3182

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Scott Pemble

SUGGESTED

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

Reconciliation of Federal State Fund

(Estimated Time Needed on the Agenda - 5 minutes)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This budget modification adjusts the Department of Environmental Services' Federal State Fund appropriation to match actual expenditures. This modification keeps Federal State Fund expenditures in compliance with Oregon budget law.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This budget modification is revenue neutral.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 12 PM 4:52

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification: \$

Originated By

Lance Duncan

Date

10-Jun-95

Department Director

Mike Duncan

Date

10-Jun-95

Plan/Budget Analyst

Date

6/12/95

Employee Services

Date

Board Approval

Date

WILLIAM L. BOASTA

6/22/95

DES - 12

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

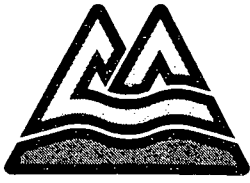
(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

BUDMOD1

DES - 12

BUDGET FY

BUDGET FYTOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

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

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

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan
Date: June 12, 1995
Subject: Budget Modification adjusting DES Federal/State Fund Appropriations

I. Recommendation/Action Requested

Approval of adjustment of the Federal/State Fund budget appropriations to match anticipated expenditures.

II. Background/Analysis

The budget for the DES portion of the Federal/State Fund anticipated expenditures in personal services. During the course of the year, it was decided to use contractual services instead. The budget appropriation needs to be adjusted to reflect this change in expenditures.

III. Financial Impact

This budget modification has no net financial impact. It move expenditure appropriations from the category of personal services to materials and services. The net effect is zero.

IV. Legal Issues

This budget modification allocates resources within correct object codes to comply with Oregon budget law regarding expenditures.

V. Controversial Issues

N/A

VI. Link to Current County Policy

It is County policy to comply with Oregon budget law.

VII Citizen Participation

N/A

VIII Other Government Participation.

N/A

BUDGET MODIFICATION NO.

DES - 13

(For Clerk's Use) Meeting Date JUN 22 1995
Agenda No. R-15

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 22, 1995

(Date)

DEPARTMENT Environmental ServicesDIVISION DES AdministrationCONTACT Lance DuncanTELEPHONE 3278

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Reconciliation of General Fund and A&T Fund

(Estimated Time Needed on the Agenda, 5 minutes)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This budget modification adjusts the Department of Environmental Services' General Fund and A&T Fund appropriations to match actual expenditures. This modification keeps both funds' expenditures in compliance with Oregon budget law.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Though this budget modification is revenue neutral, it appropriates revenue from A&T fund BWC (which was unanticipated) and reduces the General Fund Cash Transfer to the A&T Fund.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 12 PM 4:52

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification: \$ _____

Originated By

Lance Duncan

Date

12-Jun-95

Department Director

Walter C. Wadsworth

Date

12-Jun-95

Plan/Budget Analyst

Ken Anderson

Date

6/12/95

Employee Services

Date

Board Approval

Deborah C. Boast

Date

6/22/95

DES - 13

BUDGET FY

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
	Increase	175	030	7060			0500	0	210,000	210,000		Beginning Working Capital
	Decrease	175	030	7060			7601	7586029	7376029	(210,000)		Cash Transfer from General Fund
TOTAL REVENUE CHANGE										0		



MULTNOMAH COUNTY OREGON

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

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

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan *LD*
Date: June 12, 1995
Subject: Budget Modification adjusting DES General and A&T Fund Appropriations

I. Recommendation/Action Requested

Approval of adjustment of the General Fund and A&T Fund budget appropriations to match anticipated expenditures.

II. Background/Analysis

The budget for the DES portion of the General Fund and the A&T Fund anticipated expenditures in personal services which were later required in materials & services. The budget appropriation needs to be adjusted to reflect this change in expenditures.

III. Financial Impact

This budget modification has no net financial impact. It move expenditure appropriations from the category of personal services to materials and services. The net effect is zero. Part of the adjustment is in the cash transfer to the A&T Fund, so their revenues are adjusted to appropriate BWC in place of lowered cashh transfer from the General Fund. The net effect on revenues is also zero.

IV. Legal Issues

This budget modification allocates resources within correct object codes to comply with Oregon budget law regarding expenditures.

V. Controversial Issues

N/A

VI. Link to Current County Policy

It is County policy to comply with Oregon budget law.

VII Citizen Participation

N/A

VIII Other Government Participation.

N/A

MEETING DATE: JUN 22 1995
AGENDA NO: R-16

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Animal Control Ordinance Fee Change

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 22, 1995
Amount of Time Needed: 30 minutes

DEPARTMENT: DES DIVISION: Animal Control

CONTACT: Dave Flagler TELEPHONE #: 248-3790/248-3740
BLDG. / ROOM #: Animal Control

PERSON(S) MAKING PRESENTATION: Dave Flagler

ACTION REQUESTED:

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

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

Action makes Animal Control programs self-sustaining where appropriate by increasing fees to reflect the cost of delivering service. Additional revenue of \$35,525 during the first year, and approximately \$55,000 in subsequent years, will help fund additional Animal Control officers.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 15 PM 4:12
MULTNOMAH COUNTY
OREGON



M E M O R A N D U M

TO: Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier *T.C.*

DATE: June 15, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

SUBJECT: Animal Control Ordinance Fee Change

- I. Recommendation/Action Requested: Support Animal Control Ordinance fee increases recommended by David M. Griffith & Associates as modified by the Animal Control Ordinance Study Committee.
- II. Background/Analysis: David M. Griffith & Associates (DMG), a consulting firm who specializes in revenue enhancements and cost accounting, reviewed Animal Control fees and recommended increases that would allow recovery levels as close to full cost as possible. The Animal Control Ordinance Study reviewed DMG's recommendations and modified them based on more complete knowledge of the agency and community and a legal opinion from County Counsel.
- III. Financial Impact: \$35,525 increased revenue during the first year (estimate based on FY 1994-95 numbers of dangerous dogs--numbers will fluctuate from year to year). Existing levels 3 and 4, fined for a total of two years, will pay fees under the current ordinance. Revenue after the first year, when all fees relate to proposed ordinance, will increase by an additional \$20,000.
- IV. Legal Issues: None.
- V. Controversial Issues: Fee increases can be controversial. Most of these fee increases are relatively minor. However, fees attached to the Potentially Dangerous Dog Program will increase significantly. Increasing these will accomplish two goals. County subsidy of the program will decrease; more of the cost will fall on pet owners who are responsible for the behavior of their pets. Increased fees will act as a further disincentive to participate in the activity.
- VI. Link to Current County Policies: Meets urgent benchmark of dollars spent for government by encouraging programs to become self-supporting where appropriate.

- VII. Citizen Participation: Fee increases were reviewed and approved by the Animal Control Ordinance Study Committee, a citizen advisory group.
- VIII. Other Government Participation: Fee increases will require approval by the jurisdictions served by Multnomah County Animal Control. —

ORDINANCE FACT SHEET

Ordinance Title: Health, Chapter 8.10. Animal Control

Give a brief statement of the purpose of the ordinance (include the rational for adoption of ordinance, description of persons benefited, other alternatives explored):

The purpose of amending the Animal Control ordinance is to bring fees closer to full-cost recovery levels where appropriate, based on the following criteria: the service is not a public good; the fee is meant to discourage certain activities; and/or where the increased fee will not discourage compliance. Multnomah County taxpayers will benefit by decreasing the amount of money used to subsidize programs that are not a public good.

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

None. Multnomah County Animal Control is the only jurisdiction delivering animal control services.

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

None.

What is the fiscal impact, if any?

\$35,525 increased revenue during the first year (estimate based on FY 1994-95 numbers of dangerous dogs). Existing levels 3 and 4, fined for a total of two years, will pay fees as specified by the current ordinance. After the first year, when all fees relate to proposed ordinance, revenue will increase an additional \$20,000.

SIGNATURES:

Person Filling Out Form: _____

Hendi Aoderberg

Planning & Budget Division (if fiscal impact): _____

David C. Warren

Department Manager/Elected Official: _____

Betsy William

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

An ordinance amending MCC 8.10. relating to Animal Control, raising various fees and raising the minimum fine assessed under MCC 8.10.900 (B)..

(Language in Brackets [] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. Findings

A. Based on the Animal Control Ordinance Study Committee's evaluation of the David M. Griffith and Associates 1994 Costs, Fees and Revenue Study for Multnomah County, many fees associated with Animal Control do not cover the cost of providing the service. The fee study by David M. Griffith recommended, "... recovery levels as close to full cost as possible, or to the point where compliance will be lost." The Animal Control Ordinance Study Committee recommends increasing fees to reflect the intent of the DMG Study.

Section II. Amendment of MCC 8.10.220

MCC 8.10.220 is amended to read as follows:

Fees shall be imposed under this chapter as follows:

	One	Two	Three
	Year	Years	Years
		Discount	Discount
		[15%]	[20%]
(A) Pet licenses:			
(1) Dogs:			
(a) Fertile	\$ 25.00	\$ 46.00	\$ 60.00
(b) Sexually unproductive	10.00	17.00	24.00
(2) Cats:			
(a) Fertile	15.00	25.00	36.00
(b) Sexually unproductive[, first in household]	8.00	14.00	19.00

1	[(c) Sexually unproductive, subsequent in same			
2	household]	[5.00]	[10.00]	[15.00]
3	(3) License replacement		3.00	
4	(B) Facilities license:			
5	(1) Dogs	100.00	200.00	300.00
6	(2) Exotic, wild or dangerous animal facility	[100.00] <u>142.00</u>	[200.00]	[300.00]
7	(3) Cats	50.00	100.00	150.00
8	(C) County shelter rates:			
9	(1) Impoundment fee dogs:			\$25.00
10	(2) Impoundment fee, cats			15.00
11	(3) Animals other than livestock			15.00
12	(4) Daily care for any portion of a 24-hour period from time of impoundment:			
13	(a) Dogs			8.00
14	(b) Cats			5.00
15	(c) Livestock			8.00
16	(d) Other animals			5.00
17	(5) Veterinary fees		[20.00]	<u>25.00</u>
18	(6) Disposal fees:			
19	(a) Euthanasia and disposal			25.00
20	(b) Dead animal disposal			15.00
21	(c) Release of unwanted animals by owner or keeper			15.00
22	(d) Release of two or more animals by owner or keeper			25.00
23	(7) Adoption fees:			
24	(a) Dogs:	(i) Fertile 65.00	(ii) Sterile 25.00	
25	(b) Cats:	(i) Fertile 45.00	(ii) Sterile 20.00	
26	<u>Section III</u>	<u>Amendment to MCC 8.10 230</u>		
27	MCC 8.10.230 is amended to read as follows:			
28	For the expenses incurred by the county in locating, transporting and otherwise attending			
29	any stray livestock other than a dog, the owner or keeper or other person lawfully claiming the			

1 animal shall pay to the county a fee in the amount of [~~\$25.00~~] \$37.00 per person hour plus an
2 additional payment of \$0.30 for each mile traveled by county personnel in locating and
3 transporting the animal.

4 Section IV Amendment to MCC 8.10.280

5 MCC 8.10.280 is amended to read as follows:

6 (G) In addition to the normal licensing fees established by MCC 8.10.220(A)(1) and (2),
7 there shall be an annual fee of [~~\$25.00~~] \$50.00 for dogs classified at Level 1 [and Level 2; and
8 \$50.00 for dogs classified at Level 3 and] ; and \$100.00 for dogs classified at Level 2 and 3 and;
9 \$150.00 for dogs classified at Level 4. This additional fee shall be imposed at the time of
10 classification of the potentially dangerous dog, and shall be payable within 30 days of notification
11 by the director. Annual payment of this additional fee shall be payable within 30 days of
12 notification by the director.

13 (I) Declassification of potentially dangerous dogs. Any owner or keeper of a classified
14 potentially dangerous dog may apply to the director, in writing, to have the restrictions reduced or
15 removed.

16 (1) The following conditions must be met:

17 (a) Level 1 or Level 2 dogs have been classified for one year without further incident, or
18 two years for Level 3 or Level 4 dogs; and

19 (b) The owner or keeper provides the director with written certification of satisfactory
20 completion of obedience training for the dog classified; and

21 (c) There have been no violations of the specified regulations; and

22 (d) In addition, the director may require the dog owner or keeper to provide written
23 verification that the classified dog has been spayed or neutered.

24 (e) Any reclassification request submitted under this subsection must include [~~\$25.00~~]
25 \$40.00 review fee.

26 Section V Amendment to MCC 8.10.900 (B)

27 MCC 8.10.900 (B) is amended to read as follows:

28 (3) Class C infractions: A fine for a Class C infraction shall be no less than [~~\$25.00~~]
29 \$30.00 nor greater than \$150.00 for a first offense. If the violator has committed a Class A, B, or

1 C infraction within the 12-month period immediately prior to the date of the second infraction, the
2 fine shall be no less than \$50.00 nor more than \$150.00. If the violator has committed two or
3 more Class A, B, or C infractions within the 12-month period immediately prior to the date of the
4 most recent notice of infraction for a Class C infraction, the fine shall be \$150.00.

5 Section VI Adoption.

6 ADOPTED This _____ day of _____, 1995, being
7 the date of its _____ reading before the Board of County
8 Commissioners of Multnomah County, Oregon.

9
10
11 _____
12 Beverly Stein, Chair
13 Multnomah County, Oregon
14
15

16 REVIEWED

17
18 LAURENCE KRESSEL, COUNTY COUNSEL
19 FOR MULTNOMAH COUNTY, OREGON

20
21 By _____

22 Matthew O. Ryan

23 Assistant County Counsel
24
25
26
27
28
29

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 22, 1995

DEPARTMENT
CONTACTHealth
Suzanne KahnDIVISION
TELEPHONEVarious
248-3056

NAME OF PERSON MAKING PRESENTATION TO BOARD

Tom Fronk

SUGGESTED AGENDA TITLE

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

Budget Modification MCHD 14 receives a grant from the Environmental Protection Agency, transfers a position to Community and Family Services, and makes other various housekeeping entries to "clean up" year-end budget reports for Health Department managers.

(Estimated time needed on the Agenda: 5 minutes)

2. DESCRIPTION OF MODIFICATION

[X] PERSONNEL CHANGES ON ATTACHED PAGE

This budget modification implements changes in job classifications to reflect reclassifications that have occurred since October 1994. The changes are being implemented so that year-end budget reports will be more meaningful to Health Department managers.

It transfers building management budget to the correct organization for Corrections Health and transfers professional services budget to the correct organization for Violence Prevention.

It transfers a position to the Community and Family Services Department.

It also allows for the addition of materials and services for pest control to implement a grant from the Environmental Protection Agency.

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 15 AM 10:45
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT

Increase EPA Grant \$9,127

4. CONTINGENCY STATUS

The General Fund Contingency is increased by \$465 (Indirect)

Originated By <i>Joan Sears/Strain</i>	Date <i>6/9/95</i>	Department Director <i>Billi Odgaard</i>	Date <i>6/12/95</i>
Finance/Budget <i>Colleen Jones</i>	Date <i>6/15/95</i>	Employee Relations <i>Susan Daniell</i>	Date <i>6/15/95</i>
Board Approval <i>Wendy H. Coates</i>	Date <i>6/22/95</i>		

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 14

ANNUALIZED PERSONNEL CHANGES + CURRENT YEAR PERSONNEL CHANGES

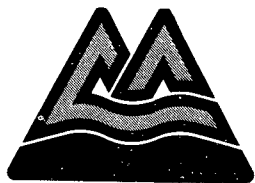
FTE		Classification	Fund	Base Pay	Fringe	Insurance	Total
(1.00)	6001	Office Assistant 2	100	(22,142)	(5,728)	(6,958)	(34,828)
1.00	6002	Office Assistant/Sr	100	22,142	5,728	6,958	34,828
(0.20)	6317	Nurse Pract/Corr	100	(9,370)	(2,424)	(793)	(12,587)
(0.20)	6326	CHN/Corr	100	(7,068)	(1,828)	(1,282)	(10,178)
0.20	9355	Pharmacist	100	7,068	1,828	1,282	10,178
0.20	9693	Health Svcs Adm	100	9,370	2,424	793	12,587
(7.86)	6001	Office Assistant 2	156	(174,401)	(45,116)	(49,387)	(268,904)
5.15	6002	Office Assistant/Sr	156	114,337	29,578	37,245	181,160
(0.50)	6018	Hlth Info Spec 2	156	(12,925)	(3,344)	(2,725)	(18,994)
(0.29)	6021	Prog Dev Spec	156	(10,146)	(2,625)	(1,700)	(14,471)
1.00	6106	Supp Svcs Tech	156	27,812	7,195	3,526	38,533
0.50	6291	Alcohol & Drug Eval Spec	156	12,925	3,344	2,725	18,994
1.24	6294	Health Assistant	156	22,940	3,574	5,315	31,829
1.00	6300	Eligibility Spec	156	24,997	6,467	3,996	35,460
1.50	6303	LCPN	156	36,043	9,324	8,750	54,117
0.50	6314	Nurse Practitioner	156	41,384	10,706	3,995	56,085
(1.30)	6315	CH Nurse	156	(54,416)	(14,078)	(6,851)	(75,345)
0.50	6321	Med Records Tech	156	11,869	3,070	2,729	17,668
0.30	6340	Nutritionist	156	13,032	3,372	2,856	19,260
0.83	6348	Dental Hygienist	156	14,228	2,500	3,240	19,968
(1.00)	6365	Mental Hlth Consultant	156	(33,740)	(8,728)	(5,716)	(48,184)
(0.60)	9693	Health Svcs Admin	156	(24,997)	(6,467)	(3,996)	(35,460)
1.00	6365	Mental Hlth Consultant (CFS)	156	33,740	8,728	5,716	48,184
(1.00)	6002	Office Assistant/Sr	390	(23,970)	(6,201)	(5,370)	(35,541)
1.00	6005	Administrative Sec	390	23,970	6,201	5,370	35,541
1.00	9693	Health Svcs Adm	390	44,755	11,574	6,090	62,419
(1.00)	9696	Health Svcs Spec	390	(44,755)	(11,574)	(6,090)	(62,419)
1.97	Total Annual And Current Year Changes			42,682	7,500	9,718	59,900

EXPENDITURE DETAIL - MCHD 14

EXPENDITURE TRANSACTION EB [] GM []						TRANSACTION DATE _____	ACCOUNTING PERIOD _____	BUDGET FISCAL YEAR _____		
DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		100	015	0211	6110			25,000		Professional Services
									25,000	TOTAL, VIOLENCE PREV
		100	015	0233	6110			8,101		Professional Services
									8,101	TOTAL, VECTOR CONTROL
		100	015	0950	7400			114,718		Building Management
									114,718	TOTAL, CORR HLTH
		156	015	0405	6110			(25,000)		Professional Services
									(25,000)	TOTAL, SPEC CARE ADMIN
		156	015	0451	5100			(33,740)		Permanent
		156	015	0451	5500			(8,728)		Fringe
		156	015	0451	5550			(5,716)		Insurance
									(48,184)	TOTAL, ROOSEVELT SBC
		156	015	0875	5100			42,682		Permanent
		156	015	0875	5200			(59,900)		Temporary
		156	015	0875	5500			7,500		Fringe
		156	015	0875	5550			9,718		Insurance
									0	TOTAL, INFO & REFERRAL
		156	015	0905	6230			561		Supplies
									561	TOTAL, BUS SVCS ADMIN
		156	015	0940	7400			(114,718)		Building Management
									(114,718)	TOTAL, OFFICE OF DEPT DIR
		156	010	1330	5100			33,740		Permanent
		156	010	1330	5500			8,728		Fringe
		156	010	1330	5550			5,716		Insurance
									48,184	TOTAL, SCHOOL BASED MH SVCS
		100	050	9120	7700			465		465 Contingency
		400	050	7531	6520			9,718		9,718 Insurance Fund Increase
		100	015	0400	7608			(73,184)		(73,184) Cash Transfer to F/S
		100	015	0900	7608			(114,157)		(114,157) Cash Transfer to F/S
		100	010	1330	7608			48,184		48,184 Cash Transfer to F/S
TOTAL EXPENDITURE CHANGE								(120,312)		

REVENUE DETAIL - MCHD 14

REVENUE TRANSACTION RB [] GM []						TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR		
DOCUMENT										
NUMBER	ACTION	FUND	AGENCY	ORG	CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		100	015	0233	NEW			9,127		EPA Grant
		156	015	0405	7601			(25,000)		General Fund
		156	015	0451	7601			(48,184)		General Fund
		156	015	0905	7601			561		General Fund
		156	015	0940	7601			(114,718)		General Fund
		156	010	1330	7601			48,184		General Fund
		400	050	7040	6602			9,718		Insurance Svc Reim
TOTAL REVENUE CHANGE								(120,312)		



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners
FROM: *Bill Odgaard*
REQUESTED PLACEMENT DATE: June 22, 1995
DATE: June 9, 1995
SUBJECT: Budget Modification MCHD 14

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve budget modification MCHD 14.

II. Background/Analysis:

The following changes are made to "clean up" the budget for year end reports to Health Department managers.

The changes include:

1. Classification changes are made due to additional analysis of the work to be done or as the result of reclassifications. Programmatic goals and objectives remain the same and are to be accomplished more effectively with the appropriate job class.
2. Corrections Health building management budget and Violence Prevention professional services budget are moved to the correct organizations.
3. A position is moved to the appropriate organization in the Community and Family Services Department.
4. The Environmental Protection Agency has awarded Multnomah County a grant for integrated pest management targeted in the King Neighborhood to include public education and pest control.

III. Financial Impact:

No net effect.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

The changes maintain consistency with the County's classification system and program direction.

VII. Citizen Participation:

The King Neighborhood Association supports the pest control project.

VIII. Other Government Participation:

Changes to classifications were made in conjunction with Employee Services. The Health Department collaborated with Community and Family Services to determine the best service location and supervision for the Mental Health Consultant.

Meeting Date: JUN 22 1995
Agenda No: R-18

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Confirmation of Appointments of James Mc Connell as Director of Aging Services, Lorenzo Poe as Director of Community and Family Services, and Elyse Clawson as Director of Juvenile Justice Services, effective July 1, 1995.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 22, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Non-Departmental DIVISION: Employee Services Division

CONTACT: Curtis Smith TELEPHONE #: 248-2206

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

On June 8, 1995, the Board of County Commissioners approved changing the status of three divisions to departments: Aging Services, Community and Family Services, and Juvenile Justice. The Chair has appointed the existing directors of those three units as the heads of the newly formed departments, and Board consent is requested.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein MR
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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(503) 248-5135
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(503) 248-5170 TDD


PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager 

DATE: June 12, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

RE: Confirmation of Appointment of Three Department Directors

I. Recommendation/Action Requested: It is recommended that the Board consent to the appointment of James Mc Connell as Aging Services Director, Lorenzo Poe as Community and Family Services Director, and Elyse Clawson as Juvenile Justice Services Director.

II. Background/Analysis: The three persons named are already the managers for the three named. On June 8, 1995, the Board acted to change these three divisions to department status. The Chair has appointed these three persons to continue managing these three units as department directors, and County Code requires Board consent.

III. Financial Impact: No change in current salary, since all three incumbents' salaries are within the department manager's salary range. (Since the division manager's salary range maximum is lower than the department manager's salary range maximum, it is possible that, some years in the future, these three will earn more than today's division manager salary range maximum, but there is no reliable method for estimating when or if that will happen, since such an event is dependent upon many variables, including future Board action on exempt salary range changes, and the amount of pay for performance each of the three incumbents receives in the coming years.)

IV. Legal Issues: Board action is needed to comply with County Code 6.10 (3), which requires a consent of a majority of the Board for these appointments.

V. Controversial Issues: None anticipated.

VI. Link to Current County Policies: Recommended action is consistent with our policies on appointments and pay.

VII. Citizen Participation: None

VIII. Other Government Participation: None

BUDGET MODIFICATION NO.

NOND #11

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

JUN 22 1995

B-19

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

6/15/95 6-22-95

(Date)

DEPARTMENT Nondepartmental

DIVISION Management Support

CONTACT Theresa Sullivan

TELEPHONE X 2006

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Theresa Sullivan, Finance

SUGGESTED

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

This budget modification requests authorization to move \$35,000 to Capital Outlay
and \$20,000 to Materials and Services from Personal 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 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 moves \$35,000 from Personal Services to Equipment for
an asynchronous server for the Portland Building and some PC's.

This modification also moves \$20,000 from Personal Services to Materials and Services
for printing, supplies, and professional services adjustments within MSS.

This modification does not increase anybody's overall budget.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

NA

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

Originated By

Date

6-9-95

Department Director

Date

6-9-95

Plan/Budget Analyst

Date

6/9/95

Employee Services

Date

Board Approval

Date

6/22/95

1995 JUN -9 PM 12:12
MULTI-COUNTY
OREGON
CLERK OF COUNTY COMMISSIONER

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

TRANSACTION RB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY

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

TO: Board of County Commissioners
FROM: Ching Hay, Budget Analyst *CH*
DATE: June 9, 1995
REQUESTED PLACEMENT DATE: June 22, 1995
SUBJECT: Budget Modification Nond #11

- I. Recommendation/Action Requested:
Recommend approval of budget modification Nond #11.
- II. Background/Analysis:
This modification adjusts budgets within MSS mainly for an Asynchronous server for the Portland Building. This server will enable us to connect to our PC from a remote location by dialing in without requiring that each PC have a modem.

This modification also moves some funds from Personal Services to Materials and Services for extra Professional Services and Printing.
- III. Financial Impact:
There is no financial impact. This modification moves funds from Personal Services to Materials and Services and Capital Outlay. It does not change overall appropriation.
- IV. Legal Issues:
This modification will enable MSS to comply with local budget law.
- V. Controversial Issues: None
- VI. Link to Current County Policies: NA
- VII. Citizen Participation:
NA
- VIII. Other Government Participation:
NA

BUDGET MODIFICATION NO.

NOND 14

(For Clerk's Use) Meeting Date

JUN 22 1995

Agenda No.

R-20

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

6-22-95

(Date)

DEPARTMENT NondepartmentalDIVISION FinanceCONTACT Jean UzelacTELEPHONE 248-3903

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Transfer \$249,853 from General Fund Contingency to the Library Bond Sinking Fund. Authorize payment of interest due on bonds issued in 1994.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification will authorize payment of interest due on \$9 million of bonds issued in 1994. Although the transfer from General Fund to the Library Bond Sinking Fund is necessary to authorize the interest payment, the transfer will not be made, and the General Fund ending balance will not be affected by this action.

The 1994-95 Budget did not contemplate issuing \$9 million of General Obligation Bonds for the Library during 1994. However, the presence of Measure 5 on the November ballot and bond counsel's opinion that bonds not issued prior to the November election might require additional voter approval if Measure 5 passed forced the County to issue the bonds early. No interest payment was budgeted because a payment date six months after the planned issue placed the payment in fiscal year 1995-96.

The interest payment cannot be increased without adding revenues to the Library Bond Sinking Fund. Actual cash is available to make the interest payment, but it is budgeted in "Unappropriated Balance" and cannot be used to offset any expenditure during the fiscal year.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General

Fund Contingency before this modification (as of

April 30)

\$

Date

After this modification

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 14 PM 12:26

Expenditure

Expenditure

Transaction E []

TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	045	9120			7700			(249,853)	(249,853)	Contingency
100	045	9130			7634			249,853	249,853	CT to Lib Bond Sinking
226	50	9199			7820			249,853	249,853	Library Bond Interest
								249,853	249,853	Total Expenditure Change

Revenue

Transaction R { }

TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Revenue Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
226	050	9199			7601			249,853	249,853	CT from General Fund
								249,853	249,853	Total Revenue Change



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
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RISK MANAGEMENT

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P.O. BOX 14700
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(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director *DB*

Date: May 15, 1995

Requested Placement Date:

RE: Budget Modification for Library Bond Interest Payment

I. Recommendation/Action Requested:

Approve budget modification appropriating from General Fund contingency the interest payment of \$249,853 as a cash transfer from the General Fund to the Library Bond Sinking Fund and appropriating the G.O. Bond interest payment.

II. Background/Analysis:

During the 1994-95 budget year we did not contemplate issuing the remaining \$9,000,000 of authorized Library General Obligation Bonds. Because Ballot Measure #5 was being voted on in the November election (BM# 5 required any new fees imposed by a governmental agency be voter approved) and Bond Counsel opinion that if the taxes needed to repay the debt were greater than the original estimates, the County would need to ask the voters for the additional amount. Because of this interpretation we issued the bonds in October and the first interest payment was paid in FY 1994-95.

III. Financial Impact: No financial impact to the General Fund. The interest payment cannot be increased in the Bond Sinking Fund without adding revenues to the Library Fund. Actual cash is available to make the interest payment but it is budgeted in "Unappropriated Balance" and cannot be used this FY year. The actual cash transfer will not be made. This action satisfies local budget law.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen participation: None

VIII. Other Government Participation: None

Meeting Date: JUN 22 1995
Agenda No.: R-21

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting and Defining Various Funds

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: June 22, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Jean Uzelac TELEPHONE #: x2766

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Resolution adopts and defines policies and fund structure as the guidelines for accounting for County resources and expenditures. Replaces Resolution No. 94-118.

6/22/95 copies to JEAN UZELAC

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Jean Uzelac

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN 13 PM 2:02
CLERK OF
COUNTY COMMISSIONERS
OFFICE



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214


PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Jean Uzelac, Accounting Manager 

Date: June 12, 1995

Requested Placement Date: June 22, 1995

Re: Resolution Adopting and Defining the Various County Funds

I. Recommended/Action Requested:

Adoption of resolution defining various County funds.

II. Background/Analysis:

According to local budget law and generally accepted accounting principles, the County is required to establish and maintain various funds. To ensure that the Board is informed of the various funds each year Finance presents the County's fund structure to the Board.

III. Financial Impact: None

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies:

This is in accordance with the County's Financial and Budget Policy.

VII. Citizen Participation: None

VIII. Other Government Participation: None

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Adopting)
and defining the various)
County Funds.)

RESOLUTION NO. 95-141

WHEREAS, the Board of County Commissioners of Multnomah County has the responsibility to ensure that the County's financial records are maintained; and

WHEREAS, the Chair, Board of County Commission is responsible under MCC 2.30.450 for the fiscal operations of the County; and

WHEREAS, the Board has established various funds in the County's budget.

THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners adopts and defines the following policies and fund structure as the guidelines for the financial accounting of County resources and expenditures.

GOVERNMENTAL FUNDS

Basis of Accounting

The County maintains all Governmental Fund Types including: the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded in the accounting period in which they become measurable and available, and expenditures are recorded at the time liabilities are incurred.

GENERAL FUND

General Fund (100) - Accounts for the financial operations of the County which are not accounted for in any other fund. The principal sources of revenue are property taxes, business income taxes, motor vehicle rental taxes, intergovernmental revenue, and interest income. Primary expenditures in the General Fund are made for general government, public safety, health services, aging services, and youth and family services.

The General Fund also accounts for the repayment of short-term debt interest expenses incurred through the sale of short-term promissory notes.

SPECIAL REVENUE FUNDS

Special Revenue Funds are authorized for a specific purpose and generally operate on a year-to-year basis until the Fund is discontinued or revised by proper legislative authority. In the event the Fund is discontinued, any excess funds would be returned to the originating jurisdiction or the County General Fund.

Road Fund (150) - In accordance with ORS 366.524 - 366.542 and ORS 368.705, accounts for revenues primarily received from the State of Oregon Motor Vehicle fee apportionments, County gasoline taxes, federal reserve yield, and interest income. Expenditures are restricted by Article IX, Section 3A of the Constitution of the State of Oregon and consist of construction, repair, maintenance, and operations of public highways and roads.

Emergency Communications Fund (151) - Accounts for revenues received from the State Telephone Excise Tax. Expenditures are restricted for the Emergency Communication Network in conjunction with the City of Portland, pursuant to Multnomah County Code 5.90.060.

Natural Areas Acquisition and Protection Fund (153) - Accounts for the acquisition, protection and management of natural areas. Revenues are derived from the sale of property and interest income. Authorized by Resolution 90-57, as amended by Resolution 93-338.

Bicycle Path Construction Fund (154) - Accounts for one percent of State of Oregon Motor Vehicle fees collected pursuant to ORS 366.514. Expenditures are restricted by ORS for bicycle path construction and maintenance.

Recreation Fund (155) - Accounts for the collection and disbursement of revenues from various funding sources on a pass-through basis. Parks Services and Exposition Center operations were transferred to Metro on January 1, 1994. This fund was formally an Enterprise Fund.

Federal/State Program Fund (156) - Accounts for the majority of dedicated revenues and expenditures related to federal and state financial assistance programs (grants). Also accounts for General Fund contributions (match) and operational revenues.

County School Fund (157) - Accounts for funds transferred from General Fund and Forest Reserve yield revenues received from the State pursuant to ORS 328.005 - 328.035. Funds are distributed to the County School districts.

Tax Title Land Sales Fund (158) - Accounts for the receipt and sale of foreclosed properties. Under the provision of ORS 275.275, these revenues are distributed to the taxing districts in Multnomah County.

Animal Control Fund (159) - Accounts for revenues from dog and cat licenses, control fees. Cash transfers are made to the General Fund for animal control activities.

Willamette River Bridge Fund (161) - Accounts for State of Oregon Motor Vehicle fees and County gasoline taxes which are transferred from the Road Fund. Expenditures are made for inspections and maintenance of the Hawthorne, Morrison, Burnside, Sellwood, and Broadway bridges.

Library Fund (162) - Accounts for the Multnomah County Public Library operations. Property taxes from a three-year special serial levy and transfers from the General Fund are the principal sources of revenue. The Multnomah County Public Library was established by Ordinance 649 pursuant to ORS 357.400 - 375.610.

County Fair Fund (164) - Accounts for the collection and disbursement of revenues from various funding sources on a pass-through basis. The management and production of the annual Multnomah County Fair was transferred to the Friends of the Multnomah County Fair on September 30, 1994.

Convention Center Fund (166) - Accounts for a portion of the County's transient lodging taxes collected from all hotels and motels in the County. Expenditures are to be used for Convention Center purposes pursuant to Multnomah County Code 5.50.

Land Corner Preservation Fund (167) - Accounts for the collection of recording fees on real property transactions and surveying activities. Expenditures are made for the establishment, re-establishment, and maintenance of public corners of government surveys pursuant to ORS 203.148 and Multnomah County Code 5.10.270.

Inmate Welfare Fund (168) - Accounts for the proceeds from the sale of commissary items. Purchases are made for supplies for inmates in County jails. Excess funds are used on inmate amenities such as recreation equipment for the institutions.

Jail Levy Fund (169) - Accounts for the three-year Inverness Jail approved by the voters in November 1989 and May 1993. Property taxes are the principal source of revenue. The Inverness Jail Operating expenditures are also recorded in this fund.

Assessment and Taxation Fund (175) - This fund was established as a result of the adoption of a statewide system aimed at assuring the quality and consistency of property assessment and tax collection of all counties, by the Oregon Legislature in 1989. This system involves State Department of Revenue examination of all Oregon counties' Assessment and Taxation budgets, includes a partial subsidy of those budgets based on recording fees imposed in 1989.

Justice Services Special Operations Fund (180) - This fund was established in the 1993-94 budget to account for revenues previously placed in the General Fund that are dedicated to Justice Services in the Community Corrections Department, the District Attorney's Office, and the Sheriff's Office. This fund accounts for probation fees, criminal processing assessment fees, conciliation court fees and marriage license fees for the Community Corrections Department. This fund accounts for revenues received from forfeitures and video lottery for the District Attorney's Office. This fund also accounts for the Sheriff's Office revenues received from forfeitures, alarm permits, concealed weapons permits, gun ordinance fees and liquor license fees collected for civil processing inspection.

DEBT SERVICE FUNDS

Debt Service Funds exist until all long-term debt is repaid. Once the debt is repaid, any monies remaining in the fund are returned to the originating jurisdiction or County fund.

Capital Lease Retirement Fund (225) - Accounts for lease/purchase principal and interest payments for buildings and major pieces of equipment acquired by the issuance of Certificates of Participation or other lease/purchase arrangements. Revenues consist of service reimbursements and cash transfers from other County funds.

Library Bond Sinking Fund (226) - This fund accounts for the retirement of General Obligation Bonds approved in May 1993 to repair the Central Library and construction of the Midland Library. Proceeds are derived from property taxes.

CAPITAL PROJECTS FUNDS

Capital Projects Funds operate until the capital project is completed. Upon completion, any remaining cash is transferred to the Debt Service Fund to retire debt associated with the construction or acquisition of designated fixed assets or to the originating source of the funds.

Equipment Lease/Purchase Fund (234) - Accounts for expenditures for long-term lease purchases of equipment. Resources are derived from Certificates of Participation proceeds and other lease/purchase agreements and General Fund service reimbursements.

Facilities Lease/Purchase Project Fund (235) - Accounts for expenditures for long-term lease/purchases of property, remodeling, and construction of County facilities. Resources are derived from Certificates of Participation proceeds and other lease/purchase agreements and General Fund service reimbursements.

Library Construction Fund (236) - This fund accounts for the expansion of the Midland Library and renovation of the Central Library. Proceeds are derived from the sale of General Obligation Bonds approved by the voters May 18, 1993.

Capital Improvement Fund (240) - Accounts for the proceeds derived from the sale of unrestricted property, interest income, and any service reimbursement or operating revenue from leased facilities. Expenditures are made for capital acquisitions or for the retirement of lease/purchases. Authorized by Resolution 90-57; as amended by Resolution 93-338.

PROPRIETARY FUNDS

Basis of Accounting

The County maintains all Proprietary Fund Types including: Enterprise Funds using the full accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded at the time they are earned, and expenses are recorded at the time liabilities are incurred.

Internal Service Funds are entirely or predominately self-supporting by user charges, operating earnings, or transfers from other funds. These funds, authorized under ORS 294.470, are considered to have indefinite life. In the event the fund is discontinued, any excess funds would be returned to the originating jurisdictions or County Fund.

ENTERPRISE FUNDS

Library Entrepreneurial Initiatives Fund (362) - Accounts for all miscellaneous non-tax revenues received by the Library, with the exception of the "Title Wave" bookstore. The fund is dedicated solely for Library improvement or enhancement purposes.

CareOregon Fund (390) - Accounts for all financial activity associated with the operation of a managed health care system known as CareOregon. This includes payments to providers with whom the County has contracted for service to enrollees. Multnomah County is administrative agent for this collaborative partnership between Multnomah County Health Department, Oregon Health Science University, Clackamas County Health Department, and private nonprofit Community and Migrant Health Centers across Oregon.

INTERNAL SERVICE FUNDS

Insurance Fund (400) - Accounts for all internal service reimbursements, revenues, and expenses associated with the County's insurance requirements and administration of workers' compensation, general liability, tort, auto, property, employee medical, dental, vision, life and long-term disability claims and insurance, employee benefits, health promotion, post-retirement benefits, and unemployment insured and self-insured programs pursuant to Multnomah County Code 2.60.115 to 2.60.150.

Fleet Management Fund (401) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's motor vehicle fleet.

Telephone Fund (402) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's telephone system.

Data Processing Fund (403) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's data processing services and operations.

Mail Distribution Fund (404) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's U.S. Mail, internal distribution and delivery.

Facilities Management Fund (404) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's property management, custodial, maintenance and leasing of all County-owned and leased property. Prior to Fiscal Year 1994-95, operations were accounted for in General Fund (100).

FIDUCIARY (AGENCY) FUNDS

These agency funds account for resources received and held by the County in a fiduciary capacity. Disbursements are made in accordance with the agreement or applicable legislative enactment for each particular fund. The agency funds are as follows:

Public Guardian Fund (450) - Accounts for receipts and disbursements for individuals who are not capable of handling their own financial affairs.

Library Retirement Fund (480) - Accounts for the receipt and disbursement of funds for the Library Retirement Plan. The fund was established in Fiscal Year 1990-91 as a result of the Library merging with the County.

Sundry Taxing Bodies Fund (500) - Accounts for the collection of property taxes for all government entities located in Multnomah County and the disbursement of the collections to such entities.

Clearing Fund (503) - Accounts for Multnomah County checks outstanding, accrued payroll and payroll deductions payable and investments.

Deferred Compensation Fund (515) - Accounts for voluntary withholdings from employee's wages on which income taxes are deferred until the time of withdrawal.

Department and Offices Agency Fund (505) - Accounts for the collection and disbursement of various monies held. Multnomah County maintains several sub-funds which are used to account for the receipt of resources held by the County in a fiduciary capacity. Disbursements are made in accordance with the agreement or applicable legislative enactment for each particular fund:

Sheriff's Revolving (853) - Accounts for the costs of extraditing prisoners which are prepaid by the County. Reimbursement is received from the State of Oregon as specified in ORS 206.315.

Medical Examiner (865) - Accounts for the funds belonging to deceased persons. The County holds these funds until they are claimed by the deceased's heirs or, after five years, are transferred to the State Land Board.

MCSO Forfeitures (880) - Accounts for cash transactions subject to forfeiture under 1989 Oregon Law, Chapter 791.

Animal Control Grooming Area (887) - Accounts for donations held in trust to remodel the existing grooming area at Animal Control and for new equipment.

Animal Control Adoption Outreach Project (889) - Accounts for donations held in trust to operate the Second Chance Adoption Program at Clackamas Town Center storefront for animals not adopted at regional Animal Control Centers.

This resolution replaces Resolution No. 94-118.

ADOPTED this 22nd day of June, 1995.



By Sharon Kelly for
Beverly Stein, Chair

By [Signature]
for Laurence Kressel, County Counsel
of Multnomah County, Oregon

MEETING DATE: JUN 22 1995

AGENDA NO: R-22

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement 500066 with Portland State University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, June 22, 1995

Amount of Time Needed: 5 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Norm Monroe TELEPHONE #: 248-3962
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Norm Monroe

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SEE ATTACHMENT A - NEXT PAGE

6/22/95 ORIGINALS to Norm Monroe

1995 JUN 13 PM 2:14
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

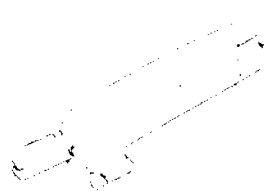
ATTACHMENT A

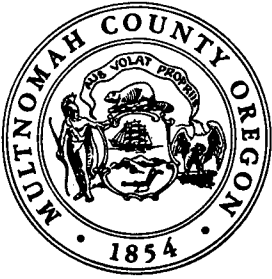
Person (s) making presentation: Norm Monroe, Dr. Barry Anderson, Dr. David Blanchard and Dr. Annette Jolin.

Summary: The Public Safety Council Facilities Task Force requests approval for the attached contract with Portland State University School of Urban and Public Affairs. The purpose of the contract is to develop and implement a computer model that will assist decision makers in thinking through alternative scenarios created by changes in personnel, facilities or sentencing policies. The model will also enhance communications and coordinations between various components of the Criminal Justice System.

The contract for development of the computer simulation model is for \$71, 126.00 for the first two phases of the project. Phase I. will be constructed of components of the Multnomah County Criminal Justice System that require supervision of arrested and /or convicted persons and the major links by which persons flow into and out of the system. Phase I, will cost \$37,473.00. Phase II. will contain the distinctions among sub-populations i.e. a. First time offenders, b. Dangerous to self or others, c. Alcohol and Drug usage, d. Mental Health needs, and e. Juvenile offenders. Phase II. will cost \$33, 652.00.

A third phase is possible, which will include Data Program Language (DPL) if the County decides that it is needed and the data retrieved in Phases I and II; supports its implementation.





Beverly Stein, Multnomah County Chair

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

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

TO: Chair, Beverly Stein
Commissioner Collier
Commissioner Hansen
Commissioner Kelley
Commissioner Saltzman

FROM: Norm Monroe 

DATE: June 12, 1995

RE: Intergovernmental Agreement #500066 with Portland State University School of Urban and Public Affairs, Administration of Justice for the period from June 1, 1995 until 31, of December 1995 to develop a computer model that will assist various components of the Public Safety and Correctional System with its planning and management of its offender populations.

I. Recommendation: The Public Safety Facilities Task Force recommends approval of the attached Intergovernmental Agreement #500066 with Portland State University School of Urban and Public Affairs, Department of Administration of Justice. This group will construct a computer model that will gather historical data and focus on major links by which offenders flow into and out of the system. This population will also be tracked from component to component.

II. Background/Analysis: This agreement sets the stage for the development and operation of a computer model that supports planning by Multnomah County in the area of Criminal Justice. The model will aid policy makers in rendering better and more informed decisions regarding the capacity of our facilities and profile of offenders who are in the system.

The Public Safety Facilities Task Force recognized very early in its process that pending ballot initiatives (SB 1145, SB 1) and changes in State Mandates would have a profound effect on the County Criminal Justice System. Also very early in our process during the transfer of Deputy Sheriffs to the City of Portland, Commissioner Collier raised the issue of how would the Criminal Justice System be effected by placing 23 new officers on the streets of Portland.



The Proposed Simulation computer model that Portland State is designing for Multnomah County will provide answers to system and facility capacity questions.

III. Financial Impact: In the 1994-95 budget process \$ 80,000.00 was set aside in contingency funds to support a "Systems Impact Study." Portland State University School of Urban and Public Affairs was approached to submit to the county a proposal to develop and implement a model that would capture the data needed in the construction of such a model. Portland State submitted a proposal that divided the units of work into two possibly three phases. Phase I. will be constructed describing the Multnomah County Criminal Justice System, major links by which offenders flow into and out of the system. This population will also be tracked from component to component. This phase will cost the County \$37,473.00. The starting date for Phase I. is June 1, 1995 and will run until December 31, 1995. Phase II. will start shortly there after. Sub-populations will be added to this phase and additional data will be added as required. This phase will cost the County \$33, 652.00. A third phase will be added which will include adding Data Program Language (DPL), if the County based on the analysis of data obtained in phase I and II, want or need this level of sophistication.

IV. Legal Issues: N/A

V. Controversial Issues:

VI. Link to Current County Policies: This project is consistent with the Results Initiatives to improve the quality of County Services. This project also builds on the County's aggressive use of partnerships between governments, Institutions of higher learning, the private sector and non-profits. This project also connects public safety benchmarks which measures outcomes and encourages greater efficiencies.

VII. Citizen Participation: Members of the Citizen Crime Commission and lay citizens from the Community Corrections Advisory Board have participated actively in all phases of this project's development.

VIII. Other Governmental Participation: This project has the approval of the Public Safety Facility Task Force. This body is made up of the following members. Co-chairs Beverly Stein and Sheriff elect Dan Noelle*; the group also includes a member of the Citizen Crime Commission, Multnomah County Commissioner Sharron Kelley, Multnomah County District Attorney, State Court Administrator, Multnomah County Community Corrections Director, Multnomah County Director of Environmental Services and the Mayor of the City of Portland. Sub- Committees of the larger body meet regularly to carry out the mandates of the Task Force.

*Sheriff elect, Dan Noelle was not a part of the Public Safety Task Force when approval of the Impact Study was made.

TO: Sharron

FROM: Robert

RE: PSU Study: Briefing on Tuesday June 20
BCC Vote on June 22

DATE: June 16

1. Purpose of the effort: Section IIC now reads: "The model will assist decision makers in thinking through alternative scenarios created by changes in personnel, facilities or sentencing policies." I would recommend the following instead: "The model will allow decision makers to make projections about future jail usage as well as to project the impacts on jail usage of changes in personnel, facilities, diversion, pre-trial release and sentencing policies."

2. Timeline: The contract has two Phases with a single end period of December 31, 1995. There is no separate deadline for Phase I. If the Board wishes to have any information prior to December 31, the Board would be well advised to explicitly add earlier deadlines into the contract.

3. Omission of data about sentencing practices: Page 2, Items G, I, and L. The Oregon Criminal Justice Council (State not County) has the data base of sentences imposed by Multnomah County judges. This is a critical input into jail use projections and the policy options available to the County because of the SB 1145 transfer.

Items G, I and L assume that the County possesses and will supply all relevant data. These items should be changed as set out here:

"G. The model will be implemented on an Excel spreadsheet. It will specify operational definitions relating to components and linked clearly to data provided by the COUNTY as well as data on sentencing practices in Multnomah County supplied by the State of Oregon for the period up to the maximum of FIVE (5) years. This data will be analyzed for secular trends, and important trends will be incorporated in the model. . . .

"I. The quantifying data on the flow of persons through the system will be composed from the data provided by the COUNTY and the State of Oregon under Item II-G. . .

"L. Within limits of available data provided by the County and the State of Oregon, the model will be tested . . ."

4. Parts of Phase II are hazy. There are five sub-populations identified (first time

offenders; dangerous to self or others; alcohol and drug usage; mental health needs; juvenile offenders) in Section II-P on pages 2-3. It is unclear what the purpose is of separate tracking for these populations. It would be more practical to specify the diversions or alternate sentencing practices for which the Board wants impact projections. Examples would include: non-jail sanctions and pre-trial programming of drug possession cases; diversion or placement of certain mentally ill and substance abuse addicts in mandated treatment rather than jail.

In contrast, the current language would gather extensive data on juveniles and first time offenders without specifying the purpose of the effort. Juveniles in adult jail are either on Measure 11 (pre-trial) or DA remand and I doubt there is much to gain from that effort. Similar first-time Measure 11 offenders are not worth much analysis because the Board has no discretion.

5. Timing in relation to add package for Public Safety Council data person: Section II-O provides training to 3 County personnel to test the model and Section II-P-9 provides training for 5 County personnel to operate the model. Funding and hiring the data person in time to receive the training would be highly advisable.

6. It remains unclear who PSU will be talking to. Section II-D reads: "The model will be developed in close consultation with appropriate member or members of the Public Safety Facilities Task Force." Because there are numerous people on this Task Force, the contract should specify the names of the County employees PSU works with and some process should be set out for PSU to notify BCC members what these employees are asking them to do.

Joan Pasco has submitted the following questions with an August 1 deadline:

1. Number of system beds/slots need due to population growth/region
2. Number of beds/slots need to accomodate the 12 month or less sentenced
3. Percentage of persons booked with classification scores low enough to participate in non-custody supervision programs
4. Failure rate of the current non-custody programs: How many clients fail to appear after being assigned to non-custody supervision?
5. How many beds are required to serve the four day and less population? What is the breakdown of this population by hours? 12 hour; 24 hour; 36 hour; 48 hour?
6. Who is booked and who is cited in Multnomah County?
7. Number of new police officers expected to be hired in Multnomah County over the next 20 years

These items are not in the contract. If such a proposal were made for inclusion, I would re-write Joan's questions as follows:

Number of beds/slots needed considering: SB 1145; population growth; police hiring; potential diversion programs; and other relevant factors.



F4 95/96

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500066

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-22</u> DATE <u>6/22/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Contact Person Norm Monroe Phone 248-3962 Date 6/2/95Department Nondepartmental Division Chair's Office Bldg/Room 106/1515
 Description of Contract Construct a model to estimate the impact of potential changes
in certain environmental variables on select components of the Multnomah County
Criminal Justice System

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland State UniversityMailing Address School of Urban and PublicAffairs c/o Dr. David Blanchard

PO BOX 751 | PORTLAND OREGON 97201

Phone (503) 725-3000

Employer ID # or SS # _____

Effective Date June 1, 1995Termination Date December 31, 1995Original Contract Amount \$ 71,126.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term☐ Lump Sum \$ _____☐ Monthly \$ _____☒ Other \$ As Billed☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**

Department Manager _____

Purchasing Director
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff Sharron Kelley
Sharron Kelley, Vice-ChairDate June 13, 1995

Date _____

Date 6/12/95Date June 22, 1995

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	050	9201			6110				71,126.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

Intergovernmental Agreement

Contract No.: 500066

This Agreement is between Multnomah County, Oregon, a home rule political subdivision of the State of Oregon (hereinafter referred to as COUNTY) and the State of Oregon acting by and through the Board of Higher Education on behalf of Portland State University, an institution of higher education in the State of Oregon (hereinafter referred to as UNIVERSITY).

Witnesseth:

Whereas, COUNTY requires services which UNIVERSITY is capable of providing, under terms and conditions hereinafter described, and

Whereas, UNIVERSITY is able and prepared to provide such services as COUNTY does hereinafter require, under terms and conditions set forth; now, therefore,

In Consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

I. TERM

The term of this Agreement shall be from June 1, 1995 through December 31, 1995, unless sooner terminated under the provisions herein.

II. SERVICES

- A. The UNIVERSITY shall provide the COUNTY with the means to estimate the impact of potential changes in certain environmental variables on select components of the Multnomah County Criminal Justice System.*
- B. The UNIVERSITY will construct a model that will support planning and policy decision making between the COUNTY and the City of Portland in the area of Criminal Justice.*
- C. The model will assist decision makers in thinking through alternative scenarios created by changes in personnel, facilities or sentencing policies. The model will also enhance communications and coordinations between various components of the Criminal Justice System.*
- D. The model will be developed in close consultation with appropriate member or members of the Public Safety Facilities Task Force.*
- E. The model will be developed in two initial phases, with a possible third phase containing an enhanced Data Program Language (DPL) if and when Multnomah County Public Safety Facility Task Force and the Board of County Commissioners deem it appropriate.*

- F. *Phase I, starts June 1, 1995 and will be constructed describing the Multnomah County Criminal Justice System, focusing on major links by which offenders flow into and out of the system. This population will also be tracked from component to component within the system.*
- G. *The model will be implemented on an Excel spreadsheet. It will specify operational definitions relating to components and linked clearly to data provided by the COUNTY for the period up to the maximum of FIVE (5) years. This data will be analyzed for secular trends, and important trends will be incorporated in the model.*
- H. *The model will also specify assumptions and include caveats. The sampling frames, sampling method, and sample products will be clearly described.*
- I. *The quantifying data on the flow of persons through the system will be composed from the data provided by the COUNTY under item II-G. When such data is not available, a reliance will be made on expert judgement of professionals in the Criminal Justice System to provide numerical input for the model.*
- J. *Confidence intervals will be computed for use in sensitivity analyses. Care will be exercised in proceeding from correlational data to causal interpretations.*
- K. *Multnomah County Criminal Justice Experts will review all data analyses, and the results of the analyses may be corrected. Ranges of disagreement among Multnomah County Criminal Justice experts will be retained for use in sensitivity analyses.*
- L. *Within limits of available data provided by the COUNTY, the model will be tested to determine whether it can predict changes in number of bed spaces in a past year.*
- M. *Each quantitative input to the model will be tested over it's statistical or judged confidence interval for its impact on the number of bed spaces. These sensitivity analyses will be summarized in a diagram.*
- N. *An interface will be prepared sufficient to enable a variety of decision makers and experts to test the first-cut model and consider what features they would find desirable in the final interface.*
- O. *A training session will be provided by the UNIVERSITY to enable a maximum of THREE (3) representative decision makers and experts from the Multnomah County Criminal Justice System to test the model.*
- P. *UNIVERSITY shall construct Phase II of the model which will contain the following:*
 - 1. *Distinctions among sub-populations will be added to the model:*
 - a. *First time offenders*
 - b. *Dangerous to self or others*
 - c. *Alcohol and drug usage*
 - d. *Mental Health needs*

e. Juvenile offenders

- 2. The model will be expanded and strengthened in areas indicated by sensitivity analyses and feedback from users.*
 - 3. The sub-populations quantifying data on the flow of persons through the system will be composed from the data provided by the COUNTY under Phase I operation. When such data is not available, a reliance will be made on expert judgement to provide numerical input for the model.*
 - 4. Additional judgement will be obtained, as required, and treated as in Phase I. This information will be obtained from members of Multnomah County Criminal Justice System.*
 - 5. Further tests will be performed on the model, as necessary, to insure its validity.*
 - 6. A sensitivity analysis will be performed, as in Phase I, on the full model and will be summarized in a diagram.*
 - 7. An ergonomically designed and user tested interface will be linked to the model.*
 - 8. A manual will be provided by the UNIVERSITY which includes definitions, assumptions and caveats, as well as step-by-step instruction for running and maintaining the model.*
 - 9. A training session will be provided by the UNIVERSITY to enable a maximum of FIVE (5) representatives from the COUNTY to operate the model.*
 - 10. Recommendations will be made for improving the quality of the data on which the model rests, enhancing the structure of the model, and incorporating decision-analytic capabilities into the model by linking it with the DPL (Data Program Language), a state-of-the-art commercially available decision analysis program*
- Q. The model to be developed under this Agreement is required to be run on certain packages of commercially available software (e.g. Excel, DPL, and / or others). All prospective users must provide their own software.*

III COMPENSATION

Subject to below, COUNTY agrees to pay UNIVERSITY for services performed under this Agreement in the AMOUNT of SEVENTY-ONE THOUSAND ONE HUNDRED TWENTY-SIX (\$ 71,126.00) DOLLARS following invoice for:

<i>A.</i>	<i>Upon completion and demonstration of Phase I</i>	<i>\$ 37,473.00</i>
<i>B.</i>	<i>Upon completion and demonstration of Phase II</i>	<i><u>33,653.00</u></i>
	<i>Total Compensated Amount for completion of this Agreement</i>	<i><u>\$71,126.00</u></i>

- C. *Payment for Phase I is contingent upon demonstrated progress in meeting activities as outlined in Phase I.*
- D. *Payment for Phase II is contingent upon demonstrated progress in meeting activities as outlined in Phase II.*

Payment will be sent to Portland State University; ATTN: Office of Research Accounting; P. O. Box 751; Portland, Oregon 97207-0751.

All funds available under this Agreement will be spent for the operation of this sponsoring project under the discretion of the project director, Dr. David Blanchard. The UNIVERSITY shall assess 15% Indirect Costs Rate on funds expended under this Agreement. However, the Total Direct and Indirect Costs for this Agreement will not exceed the aforementioned agreed amount.

Both the COUNTY and the UNIVERSITY are entering into this Agreement in good faith, in the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY will notify the UNIVERSITY as soon as it receives notification from funding source. However, payment to the UNIVERSITY shall be prorated to and include the day of termination, and all obligations or liability of the UNIVERSITY accrued prior to such termination. The final settlement shall be in full satisfaction of all claims by the UNIVERSITY against the COUNTY under this Agreement.

IV. PORTLAND STATE UNIVERSITY IS INDEPENDENT CONTRACTOR

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, each party assumes liability for its own wrongful or negligent acts or omissions, of its own officers, agents, or employees.

V. WORKERS' COMPENSATION INSURANCE

- A. *The UNIVERSITY, its subcontractors, if any, and all employees working under this Agreement are subject employees under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The UNIVERSITY further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.*
- B. *In the event the UNIVERSITY'S Workers' Compensation Insurance Coverage is due to expire during the term of this Agreement, the UNIVERSITY agrees to timely renew its insurance, either as a carrier-insured employer or self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its*

expiration, and the UNIVERSITY agrees to provide the COUNTY such further certification of workers' compensation insurance as renewals of said insurance occur.

VI. EMPLOYER IDENTIFICATION NUMBER

The UNIVERSITY'S Employer Tax Identification Number is 93-6001786.

VII. OWNERSHIP

All products generated by the UNIVERSITY under this Agreement shall be equally owned by both parties. Each party may use, reuse, or reproduce any of these products at its own expense without paying any royalty fees to the other party. In addition, UNIVERSITY may use, reuse, and analyze the product that the UNIVERSITY has developed while performing services under this Agreement for teaching, research, or publication purposes. Furthermore, the UNIVERSITY may use the product or further its development based on the products which were developed under this Agreement to provide research or evaluation services to other private or public entities.

VIII. ADHERENCE TO LAW

- A. The UNIVERSITY shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning Workers' Compensation, and minimum and prevailing wage requirements.*
- B. The UNIVERSITY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. The UNIVERSITY must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.*
- C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the UNIVERSITY certifies:*
 - 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the UNIVERSITY, to any person for influencing or attempting to influence an officer or employees of any federal agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.*

2. *If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the UNIVERSITY agrees to complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*
3. *By signature on this contract, the UNIVERSITY certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988".*

IX. MODIFICATION

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

X. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

XI. NON-VIOLATION OF TAX LAW

The UNIVERSITY hereby certifies under penalty of perjury to the best of its knowledge, the UNIVERSITY is not in violation of any Oregon tax laws described in ORS 305.380(4).

XII. EARLY TERMINATION

- A. *This Agreement may be terminated prior to the expiration of the agreed-upon term;*
 1. *Immediately upon mutual written consent of the parties, or at such time as the parties agree; or*
 2. *By either party upon 30 days written notice to the other, delivered by certified mail or in person.*
- B. *Payment to the UNIVERSITY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by the UNIVERSITY against the COUNTY under this Agreement.*
- C. *Termination under any provision of this paragraph shall not affect any right, obligation or liability of the UNIVERSITY or the COUNTY accrued prior to such termination.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

MULTNOMAH COUNTY, OREGON

By: Sharron Kelley
Sharron Kelley, Vice-Chair

Date: June 22, 1995

REVIEWED:

**LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON**

By: Laurence Kressel

Date: 6/14/95

PORTLAND STATE UNIVERSITY

By: JAY D. KENTON
JAY D. KENTON; Director of Business Affairs

Date: 6-14-95

By: Kenneth J. Dueker
KENNETH J. DUEKER
Director for Center of Urban Affairs

Date: 6-14-95

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-22 DATE 6/22/95
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 22 1995

Agenda No.: R-23

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the Matter of Approving a Negotiating Team for the Second Application Received under the Multnomah County Strategic Investment Program

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: June 22, 1995
Amount of Time Needed: 10 minutes

DEPARTMENT: Chair's Office DIVISION:

CONTACT: Sharon Timko TELEPHONE: 248-3960
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See staff report.

*6/22/95 copies to Sharon Timko, Tanya Collier,
Sandra Ruffy & Barry Crook*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 15 AM 9:40

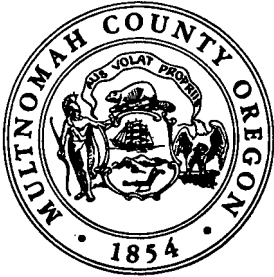
SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER:

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.



Beverly Stein, Multnomah County Chair

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

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sharon Timko

DATE: June 15, 1995

REQUESTED:

PLACEMENT DATE: June 22, 1995

RE: Resolution in the Matter of Approving a Negotiating Team for the Second Application Received Under the Multnomah County Strategic Investment Program Policy and Authorizing the Lead Negotiator to Add Up to Two People to the Negotiating Team

I. Recommendation/Action Requested:

Recommend Approval

II. Background/Analysis:

The Board of County Commissioners adopted the Multnomah County Strategic Investment Program Policy on April 13, 1995. The policy requires the Chair to recommend a negotiating team for approval by the Board of County Commissioners.

III. Financial Impact:

N/A

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A



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VI. Link to Current County Policies:

The resolution is consistent with the Multnomah County Strategic Investment Program Policy.

VII. Citizen Participation:

Citizens will have an opportunity to comment at the Board meeting.

VIII. Other Government Participation:

City of Gresham will have a representative on the negotiating team.

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

In the Matter of Approving a Negotiating)
Team for the Second Application Received)
Under the Multnomah County Strategic)
Investment Program Policy and Authorizing)
the Lead Negotiator to Add Up to Two)
People to the Negotiating Team)

RESOLUTION

95-142

WHEREAS, the Board of County Commissioners adopted the Multnomah County Strategic Investment Program Policy on April 13, 1995; and

WHEREAS, the Multnomah County Strategic Investment Program Policy requires the Chair to recommend a negotiating team for approval by the Board of County Commissioners; and

WHEREAS, the County Chair recommends a negotiating team consisting of Commissioner Tanya Collier; a Gresham representative; the consultant hired by the County; Sandy Duffy, County Counsel; and Barry Crook, Budget and Quality Manager; and

WHEREAS, Commissioner Tanya Collier would serve as the lead negotiator for the team; and

WHEREAS, in order to provide additional expertise as needed, the lead negotiator should have the authority to add up to two people to the negotiating team.

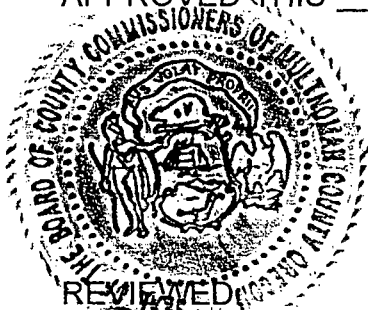
NOW, THEREFORE IT IS RESOLVED that the recommended negotiating team for the second application under the Multnomah County Strategic Investment Policy Program is approved; and

IT IS FURTHER RESOLVED the lead negotiator has the authority to add up to two people to the negotiating team as needed to provide additional expertise.

APPROVED THIS 22nd day of June, 1995.

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair



REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By *Sandra Duffy*
Sandra Duffy