

ANNOTATED AGENDA

Monday, June 18, 1990 - 7:00 PM
Multnomah Center, Room 14
7688 SW Capitol Highway, Portland

PUBLIC HEARING

Chair Gladys McCoy convened the meeting at 7:15 p.m., with Commissioners Pauline Anderson and Sharron Kelley present, and Vice-Chair Gretchen Kafoury and Commissioner Rick Bauman excused.

Public Hearing Before the Multnomah County Board of Commissioners
for the Purpose of Discussing Justice Facilities Proposals

HOWARD KLINK, PAUL YARBOROUGH, LINDA ALEXANDER AND ARCHITECT CHARLES KIDWELL PRESENTATIONS AND RESPONSE TO TESTIMONY, QUESTIONS AND DISCUSSION OF SPEAKERS SHAYLA WALDRAM, BOB AND DEE DEE KOUNS, PATRICK DONALDSON, MARY BECKER, DAN SALTZMAN AND MARTHA WHITE.

There being no further business, the meeting was adjourned at 8:50 p.m.

Tuesday, June 19, 1990 - 1:30 PM
Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

Chair Gladys McCoy convened the meeting at 1:40 p.m., with Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present, and Vice-Chair Gretchen Kafoury excused.

1. Library Transition Briefing on Report on Library and County Support Services Staffing Requirements. Presented by Ginnie Cooper, Margaret Epting, Paul Yarborough and Linda Alexander.

GINNIE COOPER, MARGARET EPTING, PAUL YARBOROUGH AND LINDA ALEXANDER EXPLANATION, DISCUSSION AND RESPONSE TO BOARD QUESTIONS CONCERNING TWO TECHNICAL BUDGET MODIFICATION

AMENDMENTS TO BE SUBMITTED FOR BOARD CONSIDERATION ON THURSDAY, JUNE 28, 1990; NEED FOR ADDITIONAL 8.3 POSITIONS AND POSSIBLE HIGHER THAN ANTICIPATED BUDGETARY EXPENDITURES; AND STATUS UPDATE OF LIBRARY ART COMMITTEE AND LIBRARY ADVISORY BOARD. MS. COOPER REMINDED BOARD TO ATTEND OFFICIAL GREETING OF NEW EMPLOYEES SCHEDULED FOR 9:00 AM, TUESDAY, JULY 3, 1990 AT THE MULTNOMAH COUNTY CENTRAL LIBRARY.

2. Informal Review of Formal Agenda of June 21, 1990

R-4 CHAIR McCOY DIRECTED JIM EMERSON TO PROVIDE HER WITH INFORMATION REGARDING RECRUITMENT OF A PROJECT MANAGEMENT POSITION.

GARY SMITH DIRECTED TO PROVIDE BOARD WITH INFORMATION REGARDING THE LEVEL OF FUNDING CONTRACTORS WILL RECEIVE FOLLOWING STATE AND COUNTY COST OF LIVING ADJUSTMENTS.

The briefing was adjourned at 2:25 p.m. and the work session was convened at 2:35 p.m.

Tuesday, June 19, 1990 - To Follow PM Informal
Multnomah County Courthouse, Room 602

WORK SESSION

3. Follow up on Policy Development Committee Meeting of June 6, 1990
(Continued from June 14, 1990)

FOLLOWING BOARD DISCUSSION WITH HAL OGBURN, DAVE WARREN AND LAURENCE KRESSEL, CONSENSUS THAT CHAIR McCOY AND COMMISSIONER KELLEY FAVOR DELAYING CERTAIN PROGRAMS TO FUND JUVENILE DETENTION FACILITY CRISIS UNTIL INFORMATION IS AVAILABLE TO DETERMINE

WHETHER BUDGETARY CUTS WILL BE REQUIRED; AND COMMISSIONERS ANDERSON AND BAUMAN FAVOR MAKING BUDGETARY CUTS AT THIS TIME TO PROVIDE \$610,000 FOR CERTAIN JUVENILE PROGRAMS. MR. WARREN ESTIMATED PLANNING AND BUDGET WOULD BE ABLE TO FURNISH THE BOARD WITH SPECIFIC FINANCIAL INFORMATION WITHIN THE NEXT 30 DAYS. FOLLOWING DISCUSSION ON DEFINITION OF CRISIS, MR. KRESSEL ADVISED THAT IN THE CASE OF A BOARD STALEMATE, NO ACTION IS TAKEN AND THE MATTER IS RETIRED UNTIL SUCH TIME AS THERE IS A QUORUM. ISSUE CONTINUED TO THURSDAY, JUNE 28, 1990, AT WHICH TIME VICE-CHAIR KAFOURY WILL BE PRESENT.

The work session was adjourned at 3:00 p.m.

Thursday, June 21, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

FORMAL MEETING

Chair Gladys McCoy convened the meeting at 9:33 a.m., with Vice-Chair Gretchen Kafoury, Commissioners Rick Bauman and Sharron Kelley present, and Commissioner Pauline Anderson excused.

JUSTICE SERVICES

COMMUNITY CORRECTIONS

R-1 Awards Presentation to Alternative Community Service Staff Workers for the Paint-A-Thon Project

CINDY SILVIERA PRESENTED CERTIFICATES OF APPRECIATION TO NEVA BAGLEY, KEITH HARRY AND MIKE GRIMES FOR THE PAINT PROJECT, AND PRESENTED SUSAN KAESER WITH AN AWARD PLAQUE HONORING MULTNOMAH COUNTY ALTERNATIVE COMMUNITY SERVICE.

CHAIR GLADYS McCOY READ A STATEMENT INTO THE RECORD AS FOLLOWS: "YOU ARE AWARE THAT WE DID HAVE A CRISIS IN JDH THAT WE HAVE NOT RESOLVED YET, BUT IN OUR HASTE TO TRY TO ADDRESS THE CRISIS, I THINK WE ALL WENT HASTILY INTO THE BUDGET AND TRIED TO MAKE SOME DECISIONS ABOUT HOW TO ADDRESS THE CRISIS, AND IN OUR HASTE WE DID SOME THINGS THAT WE PROBABLY SHOULD NOT HAVE DONE. AND I WANT TO SAY THAT CROW IS NOT VERY TASTY, BUT THIS MORNING I AM WILLING TO EAT SOME. AND IN MY WILLINGNESS TO EAT CROW, I WANT TO UNEQUIVOCALLY STATE FOR THE RECORD AND FOR ALL OF THOSE HARDWORKING EXEMPT EMPLOYEES OUT THERE, THAT THE STATEMENT THAT YOU GOT ON TUESDAY INDICATING THAT THE MANAGERS PARTICIPATED IN A DISCUSSION ABOUT REDUCING THE COLA IS ABSOLUTELY AND POSITIVELY NOT TRUE. THE MANAGERS DID NOT PARTICIPATE IN THAT DECISION OR ANY DISCUSSION ABOUT REDUCING THE COLA FOR EXEMPT NOW THERE ARE A NUMBER OF REASONS WHY HINDSIGHT TELLS US THAT THAT WAS A BAD, EVEN SUGGESTION TO MAKE, AND THAT I PERSONALLY WILL NOT PARTICIPATE IN THAT DECISION SHOULD THE BOARD CHOOSE THAT AS A WAY OF FUNDING THE ADDITIONAL PROGRAMS THAT WE HAVE TO FUND. I WILL SIMPLY PUT IN WRITING WHY I BELIEVE THAT IS A BAD DECISION AND IN FACT THAT THE DOLLARS THAT WERE PROPOSED ARE IN FACT NOT THERE. SO THAT IS NOT A GOOD APPROACH TO SOLVING THE PROBLEM THAT WE HAVE TO SOLVE. I THINK WHAT WE DID AGREE ON TUESDAY WAS THAT BECAUSE THERE WAS A STALEMATE AMONG THE BOARD ABOUT HOW TO ADDRESS THE ISSUE GIVEN 30 ADDITIONAL DAYS, THAT DECISION CAN BE MADE AND EVEN NOW IT APPEARS THAT THERE ARE DOLLARS THAT WE DIDN'T KNOW WERE AVAILABLE ON TUESDAY.

SO THERE ARE MANY REASONS WHY WE SHOULD NOT DO THIS HASTILY, BUT THAT WE SHOULD GIVE OURSELVES TIME TO DO IT MORE THOUGHTFULLY AND MORE EFFECTIVELY. AND I KNOW THAT THE MANAGERS WILL BE WILLING TO DO THAT, GIVEN THE TIME AND GIVEN THE INFORMATION THAT WE NEED TO MAKE THAT DECISION. BUT ONCE AGAIN, I WANT TO CONVEY TO ALL OF OUR HARDWORKING EXEMPT EMPLOYEES, THIS WAS NOT A DECISION THAT WAS MADE BY THE MANAGERS, THEY DID NOT PARTICIPATE IN THE RECOMMENDATION, DID NOT DISCUSS IT, AND SHOULD NOT BE HELD ACCOUNTABLE FOR IT. NOW THAT COMMENT DOES NOT REQUIRE A RESPONSE, I SIMPLY WANTED TO GET IT ON THE RECORD FROM MY OWN PROSPECTIVE AND NOW LET US GO BACK TO THE AGENDA.”

SHERIFF'S OFFICE

- R-2 In the Matter of Ratification of an Intergovernmental Agreement Between Mt. Hood Community College and Multnomah County for the Provision of Educational Instruction and Materials for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail Leading to a General Equivalency Diploma
- R-3 In the Matter of Ratification of an Intergovernmental Agreement Between Portland Community College and Multnomah County for the Provision of Additional Educational Instruction for Inmates within the Multnomah County Detention Facility, Multnomah County Restitution Center and the Multnomah County Courthouse Jail Leading to a General Equivalency Diploma

**UPON MOTION OF COMMISSIONER KAFOURY,
SECONDED BY COMMISSIONER BAUMAN,
AGREEMENTS R-2 AND R-3 WERE UNANIMOUSLY
APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Budget Modification DES #21 Authorizing Reallocation of Moneys within Construction Projects Budget to Appropriate Line Items within the Facilities and Property Management Division

COMMISSIONER BAUMAN EXPLANATION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER KAFOURY, R-4 WAS UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-5 Order in the Matter of an Exemption from Public Bidding to Exceed the 20% Limitation for Contract Change Orders for the Courthouse Doors Project

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, ORDER 90-92 WAS UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT OF GENERAL SERVICES

- R-6 Order in the Matter of Cancelling Uncollectible Personal Property Taxes, 1979 through 1986

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, ORDER 90-93 WAS UNANIMOUSLY APPROVED.

- R-7 Budget Modification DGS #21 Authorizing Transfer of \$30,000 in Salary Savings from Personal Services to Materials and Services within the Planning and Budget Division

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, R-7 WAS UNANIMOUSLY APPROVED.

- R-8 Budget Modification DGS #23 Authorizing Transfer of \$127,600 from 1989-90 Personnel Savings to 1989-90 Materials and Services, Various Line Items, within the Assessment and Taxation Division, to Accommodate House Bill 2338 Expenses

COMMISSIONER BAUMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. LINDA ALEXANDER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF HUMAN SERVICES

- R-9 Budget Modification DHS #57 Authorizing Reclassification of a Position within the Aging Services Division Community Action Program, with No Fiscal Impact

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, R-9 WAS UNANIMOUSLY APPROVED.

- R-10 In the Matter of Ratification of Intergovernmental Agreement Amendment Number 3 Between Multnomah County Social Services Division and Mt. Hood Community College, Decreasing Work Activity Center Services by Two Slots for the period June 1, 1990 through June 30, 1990

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KAFOURY, R-10 WAS UNANIMOUSLY APPROVED.

- R-11 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Mt. Hood Community College for 1990-91 Work Activity Center Services in Connection with the Developmental Disabilities Program

- R-12 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Portland Public School District No. 1 for 1990-91 Youth Program Office Contract Services

- R-13 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Portland

Public School District No. 1 for 1990-91 Early Intervention Services within the Developmental Disabilities Program

- R-14 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Reynolds School District No. 7 for 1990-91 Early Intervention Services within the Developmental Disabilities Program
- R-15 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Oregon Health Sciences University for 1990-91 Mental and Emotional Disabilities Program Services
- R-16 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Tri-Met for 1990-91 Employment Transportation Services in Connection with the Developmental Disabilities Program
- R-17 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Portland Employment Project - Portland Community College, for 1990-91 Work Activity Center Services in Connection with the Developmental Disabilities Program
- R-18 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and the City of Portland, Parks and Recreation for 1990-91 Work Activity Center Services in Connection with the Developmental Disabilities Program
- R-19 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Oregon Health Sciences University - Children's Psychiatric Day Treatment for 1990-91 Early Intervention Services in Connection with the Developmental Disabilities Program
- R-20 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and the University Hospital of the Oregon Health Sciences University for 1990-91 Diagnosis and Evaluation Services in Connection with the Developmental Disabilities Program
- R-21 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Oregon

Health Sciences University - Child Development and Rehabilitation Center for 1990-91 Work Activity Center, Supported Employment, Family Support and Early Intervention Services in Connection with the Developmental Disabilities Program

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KAFOURY, ITEMS R-11 THROUGH R-21 WERE UNANIMOUSLY APPROVED.

COMMISSIONER BAUMAN AND CHAIR McCOY ADVISED OF CANCELLATIONS TO PREVIOUSLY SCHEDULED ABSENCES.

There being no further business, the meeting was adjourned at 9:50 a.m.

Thursday, June 21, 1990 - 7:00 PM
Donald E. Long Home, Main Lobby
1401 NE 68th Avenue, Portland

PUBLIC HEARING

Chair Gladys McCoy convened the meeting at 7:05 p.m., with Commissioner Sharron Kelley present, Commissioner Rick Bauman arriving at 7:15 p.m., and Vice-Chair Gretchen Kafoury and Commissioner Pauline Anderson excused.

Public Hearing Before the Multnomah County Board of Commissioners
for the Purpose of Discussing Justice Facilities Proposals

DUANE ZUSSY, PAUL YARBOROUGH, JIM ANDERSON AND LINDA ALEXANDER PRESENTATIONS AND RESPONSE TO QUESTIONS OF ATTENDEES PAT AND JIM BEYER, MAVIS HOLT, LUVERNA LEE, MARIE MORAN AND NANCY JONES.

There being no further business, the meeting was adjourned at 8:35 p.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 18 - 22, 1990

- Monday, June 18, 1990 - 7:00 PM - Public Hearing. . . . Page 2
- Tuesday, June 19, 1990 - 1:30 PM - Informal Briefings . . Page 2
- Tuesday, June 19, 1990 - PM - Work Session. Page 2
(Following Informal Briefings)
- Thursday, June 21, 1990 - 9:30 AM - Formal Meeting. . . . Page 3
- Thursday, June 21, 1990 - 7:00 PM - Public Hearing. . . . Page 5

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

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

Monday, June 18, 1990 - 7:00 PM

Multnomah Center, Room 14
7688 SW Capitol Highway, Portland

PUBLIC HEARING

Public Hearing Before the Multnomah County Board of
Commissioners for the Purpose of Discussing Justice
Facilities Proposals

Tuesday, June 19, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Library Transition Briefing on Report on Library and County Support Services Staffing Requirements. Presented by Ginnie Cooper
 2. Informal Review of Formal Agenda of June 21, 1990
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Tuesday, June 19, 1990 - To Follow PM Informal

Multnomah County Courthouse, Room 602

WORK SESSION

3. Follow up on Policy Development Committee Meeting of June 6, 1990 (Continued from June 14, 1990)

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, June 21, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

JUSTICE SERVICES

COMMUNITY CORRECTIONS

- R-1 Awards Presentation to Alternative Community Service Staff Workers for the Paint-A-Thon Project (TIME CERTAIN 9:30 AM)

SHERIFF'S OFFICE

- R-2 In the Matter of Ratification of an Intergovernmental Agreement Between Mt. Hood Community College and Multnomah County for the Provision of Educational Instruction and Materials for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail Leading to a General Equivalency Diploma
- R-3 In the Matter of Ratification of an Intergovernmental Agreement Between Portland Community College and Multnomah County for the Provision of Additional Educational Instruction for Inmates within the Multnomah County Detention Facility, Multnomah County Restitution Center and the Multnomah County Courthouse Jail Leading to a General Equivalency Diploma

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Budget Modification DES #21 Authorizing Reallocation of Monies within Construction Projects Budget to Appropriate Line Items within the Facilities and Property Management Division

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-5 Order in the Matter of an Exemption from Public Bidding to Exceed the 20% Limitation for Contract Change Orders for the Courthouse Doors Project

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT OF GENERAL SERVICES

- R-6 Order in the Matter of Cancelling Uncollectable Personal Property Taxes, 1979 through 1986
- R-7 Budget Modification DGS #21 Authorizing Transfer of \$30,000 in Salary Savings from Personal Services to Materials and Services within the Planning and Budget Division

DEPARTMENT OF GENERAL SERVICES - continued

R-8 Budget Modification DGS #23 Authorizing Transfer of \$127,600 from 1989-90 Personnel Savings to 1989-90 Materials and Services, Various Line Items, within the Assessment and Taxation Division, to Accomodate House Bill 2338 Expenses

DEPARTMENT OF HUMAN SERVICES

R-9 Budget Modification DHS #57 Authorizing Reclassification of a Position within the Aging Services Division Community Action Program, with No Fiscal Impact

R-10 In the Matter of Ratification of Intergovernmental Agreement Amendment Number 3 Between Multnomah County Social Services Division and Mt. Hood Community College, Decreasing Work Activity Center Services by Two Slots for the period June 1, 1990 through June 30, 1990

R-11 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Mt. Hood Community College for 1990-91 Work Activity Center Services in Connection with the Developmental Disabilities Program

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R-17 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Portland Employment Project - Portland Community College, for 1990-91 Work Activity Center Services in Connection with the Developmental Disabilities Program

DEPARTMENT OF HUMAN SERVICES - continued

- R-18 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and the City of Portland, Parks and Recreation for 1990-91 Work Activity Center Services in Connection with the Developmental Disabilities Program
- R-19 In the Matter of Ratification of an Intergovernmental Agreement Between Multnomah County Social Services Division and Oregon Health Sciences University - Children's Psychiatric Day Treatment for 1990-91 Early Intervention Services in Connection with the Developmental Disabilities Program
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Thursday, June 21, 1990 - 7:00 PM

Donald E. Long Home, Main Lobby
1401 NE 68th Avenue, Portland

PUBLIC HEARING

Public Hearing Before the Multnomah County Board of Commissioners for the Purpose of Discussing Justice Facilities Proposals

0701C/67-71/dr
6/14/90

Meeting Date: JUN 21 1990

Agenda No.: R-1

(Above space for Clerk's Office Use)

TIME CERTAIN REQUEST 9:30 a.m.

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Awards Presentation

BCC Informal _____ (date) BCC Formal 6/21/90 (date)

DEPARTMENT Justice Services DIVISION Community Corrections

CONTACT Susan Kaeser TELEPHONE x-3007

PERSON(S) MAKING PRESENTATION Susan Kaeser, Cindy Silviera

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

Awards presentation to Alternative Community Service Staff workers for
Paint-A-Thon Project

MULTI-COUNTY COMMISSION
1990 JUN 12 PM 3:23
CLERK OF COUNTY

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Grady McCoy*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

200131

DATE SUBMITTED _____

ORIGINAL

(For Clerk's Use)

Meeting Date JUN 21 1990

Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification - Mt. Hood Community College

Informal Only* _____
(Date)

Formal Only June 24, 1990
(Date)

DEPARTMENT Sheriff's Office DIVISION Corrections

CONTACT Larry Aab, Manager, P & B Unit TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper, Sheriff

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

Provide GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail and to purchase instructional materials for use in all facilities.

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sheriff Larry G. Aab

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Shirley Ruffey 6-5-90

OTHER _____
(Purchasing, Facilities Management, etc.)

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 2-0013-1
Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <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	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-2 June 21, 1990</p>
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RETURN TO: ~~XXXXXXXXXX~~ 313/225 - LARRY AAB
 Contact Person Bill Wood Phone 248-3256 Date 4/6/90

Department Sheriff's Office Division Corrections Bldg/Room 119/307

Description of Contract Provide GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail and to purchase instructional materials for use in all facilities.

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

Contractor Name Mt. Hood Community College
 Mailing Address 26000 S.E. Stark Street
Gresham, Oregon 97030
 Phone 667-7116
 Employer ID # or SS # 1-93-0546890-AL
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ 10,000
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 10,000

Payment Term
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ Upon billing by term.
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager J.A. John Schwelb
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel Sandra Duffey
 County Chair/Sheriff _____

Date 05-30-90
 Date _____
 Date 6-5-90
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.												
02.	156	020	3915			6110				2,700		
03.	169	020	4110			6110				7,300		

INTERGOVERNMENTAL AGREEMENT

MT. HOOD COMMUNITY COLLEGE - MULTNOMAH COUNTY

GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Mt. Hood Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Mt. Hood Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. The County desires to maintain a GED instructional program for inmates in the County correctional facilities.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICE TO BE PROVIDED

- A. Mt. Hood Community College shall perform as follows:
 1. Mt. Hood shall provide the following service hours at no cost to the County.
 - a) MCCF - 8 instructional hours weekly during the school year (four terms).
 - b) MCIJ - 6 instructional hours weekly during the school year (four terms).
 2. An additional commitment of 6 instructional hours weekly during the school year (four terms) shall be provided to inmates in the Multnomah county Inverness Jail to be paid for by the County.
 3. When the Inverness Jail is expanded, but not before Spring term 1991, Mt. Hood Community College shall provide an additional four (4) hours of instruction per week to be paid for by the County.
 4. Mt. Hood Community College shall purchase educational materials necessary for the GED instructional program as requested by the County. Mt. Hood Community College shall bill the County for the costs of the purchased instructional materials. Costs of the materials not to exceed \$3,000.00.

5. All instructional personnel must allow a criminal record check to be performed and must be cleared for jail access by the Multnomah County Sheriff's Office prior to being considered approved as an instructor in a County facility.
 6. GED instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the County.
 7. Mt. Hood Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain GED instructional reports.
- B. The County shall perform as follows:
1. The Multnomah County Sheriff's Office, Corrections Branch, shall consider for jail clearance all instructors referred by Mt. Hood Community College for facility assignment. An approval or disapproval decision shall be provided to Mt. Hood Community College.
 2. The County shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.
 3. The County agrees to provide Mt. Hood Community College reports necessary to maintain adequate time and employee records.
- C. Compensation Rates and Mode of payment:
1. For the duration of this annual agreement the County shall pay to Mt. Hood Community College, upon receipt of a monthly request for payment, a sum not to exceed \$20.01 per hour for the additional instructional hours and the cost of the educational material. The hourly rate includes school fringe benefits at 12%. Fees associated with this agreement shall not exceed \$10,000.00.

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Mt. Hood Community College are employees of Mt. Hood Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Mt. Hood Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with its duly-appointed Affirmative Action Officer.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1990, through and including June 30, 1991, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties.
 - 2. Either party may unilaterally terminate this agreement on one months written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1990.

MT. HOOD COMMUNITY COLLEGE

Dr. Eleanor Brown, Dean of Student Development
DATE: _____

Gary Nichols, Dean of Administrative Services
DATE: _____

APPROVED AS TO FORM

MULTNOMAH COUNTY, OREGON

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

Sheriff Robert G. Skipper
DATE: _____

By: Sandra Duffy - 6-5-90

WTW/dld/1352X/40X

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

200131

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

ORIGINAL

The undersigned provider of goods, services, or real estates to Multnomah County hereby certifies under penalty of purgery that to the best of my knowledge, the undersigned is not in violation of any Oregon Tax Laws Ascribed in ORS 305.380 (4).

DATED: _____

WIW/rm/1366X/43A

200111

DATE SUBMITTED _____

ORIGINAL

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification - Portland Community College

Informal Only* _____
(Date)

Formal Only June 14, 1990
(Date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab, Manager, P & B Unit

TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper, Sheriff

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

Provide GED instruction for inmates within the correctional facilities (MCDC, CHJ, MCRC) in addition to instructional hours currently being provided and funded by PCC.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

1580 JUN 21 1990
CORRECTIONS
CLERK'S OFFICE

SIGNATURES:

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

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duffey 6-5-90

OTHER _____
(Purchasing, Facilities Management, etc.)

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 2-0011-1
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center; font-size: 1.2em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p>R-3 June 21, 1990</p>
---	---	--

RETURN TO: ~~XXXXXXXXXX~~ 313/225 - LARRY AAB
Contact Person Bill Wood Phone 248-3256 Date 4/11/90

Department Sheriff's office Division Corrections Bldg/Room 119/307

Description of Contract Provide GED instruction for inmates within the correctional facilities (MCDC, CHJ, MCRC) in addition to instructional hours currently being provided and funded by PCC.

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

Contractor Name Portland Community College
Mailing Address P.O. Box 19000 Portland, Oregon 97219
ATTN: Jim O'Brian, S.E. campus
Phone 244-6111
Employer ID # or SS # 93-057-5187
Effective Date July 1, 1990
Termination Date June 30, 1991
Original Contract Amount \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ 15,650.00

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ as billed by term.

Requirements contract - Requisition required.
Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *John Schwetz*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *Sandra Duff*

County Chair/Sheriff _____

Date 05-30-90

Date _____

Date 6-5-90

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	020	<u>WA</u> 4110			6110					
02.											
03.											

INTERGOVERNMENTAL AGREEMENT

PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY

GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. The County desires to maintain a GED instructional program for inmates in the County correctional facilities.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

- A. Portland Community College shall perform as follows:
 - 1. Provide the following instructional and preparation hours without cost to Multnomah County.
 - a) MCDC - 15 instructional hours + 5 preparation hours weekly during the school year (three terms).
 - b) MCRC - 5 instructional hours + 3 hours of specialized training weekly during the school year (three terms).
 - 2. An additional commitment of 593 hours (488 hours instructional and 105 hours preparation) shall be provided to inmates in the correctional facilities-MCDC, MCRC, and the Courthouse Jail. The resulting hour commitment shall be as follows (including 1 a & b above):
 - a) MCDC - 15 instruction hours and 5 preparation hours weekly.
 - b) MCRC - 5 instruction hours weekly and 3 specialized hours during the school year (three terms).
 - c) CHJ - 2 instructional hours per week.

AGREEMENT

Page 2

3. Portland Community College shall provide state qualified and County approved instructors available to the correctional facilities fifty two (52) weeks per year, including Christmas, spring and summer college break periods.
4. All instructional personnel must allow a criminal record check to be performed and must be cleared for jail access by the Multnomah County Sheriff's Office prior to being considered County approved, as noted in item three above.
5. GED instruction shall be provided within the identified correctional facilities on a schedule jointly developed by Portland Community College and the County.
6. Portland Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held, hours worked and other information necessary to maintain GED instructional reports.

B. The County shall perform as follows:

1. The Multnomah County Sheriff's Office, Corrections Branch, shall consider for jail clearance all instructors referred by Portland Community College for facility assignment. An approval or disapproval decision shall be provided to Portland Community College.
2. The County shall provide basic instructional materials necessary for GED instruction for inmates.
3. The County shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.
4. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of this annual agreement the County shall pay to Portland Community College, upon receipt of a monthly request for payment, \$28.67 per hour for the additional instructional hours and \$15.34 per hour for additional preparation hours rendered during the previous month. The hourly rate includes school fringe benefits at 30%. Fees associated with this agreement shall not exceed \$15,650 throughout the agreement period.

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Portland Community College are employees of Portland Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order NO. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1990, through and including June 30, 1991, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties.
 - 2. Either party may unilaterally terminate this agreement on one months written notice.

IN WITNESS WHEREOF , the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1990.

PORTLAND COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

DR. DANIEL F. MORIARTY, President

ROBERT G. SKIPPER, Sheriff

DATE: _____
APPROVED AS TO FORM

DATE: _____

LARRY KRESSEL
County County for
Multnomah County, Oregon

RATIFIED
Multnomah County Board
of Commissioners

By: Sandra Duffy 6-5-90

June 21, 1990

200111

ORIGINAL

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provider of goods, services, or real estates to Multnomah County hereby certifies under penalty of purgery that to the best of my knowledge, the undersigned is not in violation of any Oregon Tax Laws Ascribed in ORS 305.380 (4).

DATED: _____

WTW/rm/1366X/43A

BUDGET MODIFICATION NO. DES #21

(For Clerk's Use) Meeting Date JUN 21 1990
Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 21, 1990
(Date)

DEPARTMENT DES DIVISION Facilities & Property Management
CONTACT Jim Emerson TELEPHONE 248-3322
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Jim Emerson

SUGGESTED
AGENDA TITLE (to assist in preparing a description for the printed agenda)
Reallocates money within construction projects budget
to appropriate line items.

(Estimated Time Needed on the Agenda)

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

This Bud Mod reallocates existing funds and does not affect personnel.
There are four specific actions:

- \$48,025 moved from CIP projects to personnel, temporary, to cover added project management during the past year.
- \$700,000 moved from CIP repair & maintenance to CIP capital projects, to define and track library roof/skylights project like all other CIP projects.
- \$80,000 moved from CIP projects to CIP professional services, to cover unanticipated additional bid document preparation.
- \$30,000 moved from Facilities Maintenance capital to CIP projects, to cover major maintenance work incorporated into the Grand Jury remodel.

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

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

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

Originated By	Date	Department Director	Date
		<i>Paul Jacobson/bkw</i>	<u>6/11/90</u>
Finance/Budget	Date	Employee Relations	Date
<i>Shawn Cordova</i>	<u>6/11/90</u>		
Board Approval			Date
<i>W. GORDON ROYERS</i>			<u>June 21, 1990</u>

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption

Informal Only * _____
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services

DIVISION DAS/Purchasing

CONTACT Lillie Walker/Randy Shannon

TELEPHONE 248-5111/248-3322

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker/Randy Shannon

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

Request of Board of County Commissioners, acting as PCRB, to approve a Contract Change Order in excess of the 20% limitation pursuant to PCRB Rule AR 10.130.

6/14/90 copies of notice & application to Lillie, Linda & PCRB list

ACTION REQUESTED: *6/22/90 copies of order to Lillie, Linda & PCRB list*

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- GENERAL FUND
- OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *KB Linda D. Wauder*

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *Paul G. Mackey*

OTHER *Lillie M. Walker*
(Purchasing, Facilities Management, etc.)

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

JUN 21 1990
 10:00 AM
 DIRECTOR



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, June 21, 1990, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Exceed the 20% Limitation for the Courthouse Doors Project.

A copy of the application is enclosed.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Clerk's Office at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah Rogers
Assistant Clerk of the Board

enclosure
0699C/2/dr
6/14/90

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

In the Matter of an Exemption to)
Exceed the 20% Limitation for)
Courthouse Doors Project)

APPLICATION

Application to the Public Contract Review Board on behalf of a request from DES, Facilities Management Division, is hereby made pursuant to the Board's Administrative Rules AR 10.130, adopted under the provisions of ORS 279.015 and 279.017, for an order of exemption to exceed the 20% limitation on Contract Change Orders for the Courthouse Doors Project. The amount of the change order is \$952.60. The total percentage increase is approximately 28%.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the contractor planned to enlarge pockets in the marble in the interior doors by core drilling. After the equipment was rented and the drilling began, the water from the drilling began to leak on computer equipment stored beneath the steps. This necessitated using a more difficult method to accomplish the work in order to protect the computer equipment.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, 10.130, and 30.010; it is, therefore,

ORDERED that the Change Order to exceed the 20% limitation be exempted from the requirement of an open public bid process.

Dated this 11th day of June, 1990.



Lillie M. Walker, Director
Purchasing Section

APPLICd



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, June 21, 1990, and approved Order 90-92 In the Matter of an Exemption from Public Bidding to Exceed the 20% Limitation for Contract Change Orders for the Courthouse Doors Project.

A copy of the order is attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah Rogers
Assistant Clerk of the Board

enclosure
0699C/3/dr
6/22/90

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

In the Matter of an Exemption from Public)
Bidding to Exceed the 20% Limitation For)
Contract Change Orders for the Courthouse)
Doors Project)

O R D E R 90-92

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the DES, Facilities Management Division, to exceed the 20% limitation on Contract Change Orders. The estimated Change Order amount is \$952.60 for a total of approximately 28% over the original amount of the contract.

This exemption request is due to the fact that the contractor was required to stop work when water from core drilling started leaking on the computer equipment which is installed beneath the steps. This necessitated return of the equipment previously rented by the contractor for the project, and to chip the pockets out using a more difficult method in order to prevent damage to the computer equipment.

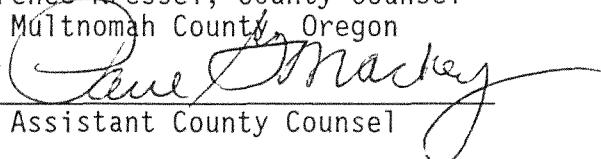
The DES, Transportation Division has appropriated funds to cover the cost of necessary Change Order in the FY 1989-90 budget.

Dated this 5th day of June 1990.

REVIEWED:

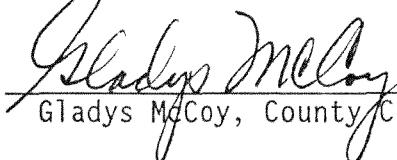
Laurence Kressel, County Counsel
for Multnomah County, Oregon

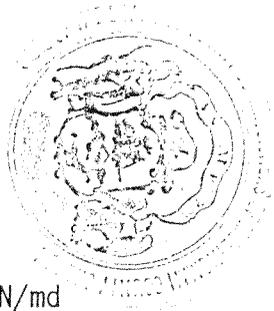
By


Assistant County Counsel

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

By


Gladys McCoy, County Chair



ORDER. V4N/md

DATE SUBMITTED 6-8-90

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA
CANCELLATION OF UNCOLLECTABLE PERSONAL
Subject: PROPERTY TAXES

Informal Only* _____ (Date) Formal Only 6-21-90 (Date)

DEPARTMENT General Services DIVISION Assessment & Taxation

CONTACT Kathleen Dorn TELEPHONE 248-3330

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kathy Tuneberg

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

6/21/90 2nd ORIGINAL to Kathy Tuneberg

Matter of cancellation of Uncollectable Personal Property Taxes for 1979 through 1986, in the amount of \$239,375.41.

These are taxes that have been delinquent for more than three years and have been determined to be uncollectable according to local policy.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL N/A

- FISCAL/BUDGETARY
- General Fund

Other _____

SIGNATURES:

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

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

JUN 21 1990
 12 PM 3:21
 CLERK OF COUNTY
 OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancelling) ORDER
Uncollectable Personal Property) # 90-93
Taxes, 1979 through 1986))
_____)

This matter is before the Board to consider the cancellation of certain personal property taxes; it appearing that the taxes have been delinquent for three or more years; that the Tax Collector and County Counsel have determined that said taxes are wholly uncollectable and have requested the Board for an order directing that the taxes be cancelled in accordance with ORS 311.790, and the Board being duly advised in the premises, it is

ORDERED, that the Tax Collector for Multnomah County, Oregon, is directed to cancel those personal property taxes which are listed and appended hereto and incorporated herein for tax years 1979 through 1986, in the total amount of \$239,375.41 for the reason that the same are found to be uncollectable.

Dated this 21st day of June, 1990.

(SEAL)

BOARD OF COUNTY
COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Chair

REVIEWED:

LARRY KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: Paul G. Mackey
Paul G. Mackey
Deputy County Counsel



<u>YEAR</u>	<u>SUB-TOTALS</u>
1979-80	\$ 818.98
1980-81	5691.51
1981-82	11106.30
1982-83	10559.12
1983-84	13812.29
1984-85	112155.99
1985-86	72019.12
1986-87	<u>13212.10</u>
 <u>TOTAL</u>	 <u>\$239,375.41</u>



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1979-80</u>	
P-08-13530-00	\$ 158.19
P40-00022-00	114.75
P40-00155-00	320.71
P40-00799-00	<u>225.33</u>
<u>SUBTOTAL</u>	818.98

<u>1980-81</u>	
P02-11260-20	532.92
P40-00023-00	247.01
P40-00039-00	123.21
P40-00110-00	363.96
P40-00114-00	272.47
P40-00142-00	124.76
P40-00156-00	447.65
P40-00173-00	151.28
P40-00197-00	552.06
P40-00207-00	170.35
P40-00214-00	246.00
P40-00239-00	217.97
P40-00800-00	256.00
P40-00847-00	329.75
P40-00855-00	253.98
P40-00896-00	468.49
P40-00926-00	503.25
P40-00959-00	237.49
P40-00995-00	<u>192.91</u>
<u>SUBTOTAL</u>	\$ 5691.51



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1981-82</u>	
P02-11260-20	\$1668.09
P05-26660-00	595.55
P08-13530-00	139.87
P40-00028-00	95.66
P40-00111-00	357.19
P40-00115-00	292.07
P40-00116-00	342.07
P40-00123-00	157.96
P40-00143-00	137.01
P40-00157-00	173.84
P40-00170-00	232.66
P40-00174-00	196.58
P40-00179-00	425.00
P40-00203-00	425.00
P40-00222-00	425.00
P40-00227-00	53.71
P40-00246-00	425.00
P40-00259-00	135.54
P40-00264-00	257.64
P40-00268-00	425.00
P40-00270-00	224.23
P40-00787-00	269.13
P40-00789-00	242.27
P40-00790-00	230.70
P40-00791-00	211.19
P40-00798-00	308.95
P40-00801-00	289.53
P40-00803-00	363.80
P40-00804-00	182.39
P40-00808-00	96.06
P40-00848-00	353.78
P40-00856-00	272.55
P40-00960-00	261.31
P40-00995-00	240.17
P40-01012-00	263.14
P40-01020-00	<u>336.66</u>
SUBTOTAL	\$11106.30



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1982-83</u>	
P02-11260-20	\$ 617.43
P04-58300-00	4738.76
P05-26660-00	1184.44
P06-13220-00	41.89
P24-58300-03	144.14
P40-00048-00	192.00
P40-00053-00	192.00
P40-00075-00	192.00
P40-00106-00	134.20
P40-00140-00	192.00
P40-00162-00	192.00
P40-00272-00	192.00
P40-00797-00	92.86
P40-00802-00	192.00
P40-00824-00	192.00
P40-00857-00	192.00
P40-00870-00	192.00
P40-00912-00	192.00
P40-00919-00	85.70
P40-00920-00	110.60
P40-00922-00	68.30
P40-00923-00	192.00
P40-00949-00	192.00
P40-00961-00	230.40
P40-00995-00	192.00
P40-01020-00	230.40
P40-01032-00	192.00
	<hr/>
SUBTOTAL	\$10559.12



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1983-84</u>	
P02-11260-20	\$2856.37
P03-00984-00	68.66
P04-29115-00	54.06
P05-26660-00	1277.50
P05-29400-00	54.06
P06-13220-00	43.11
P06-43538-00	2006.84
P07-09926-00	191.08
P08-02715-01	34.90
P08-06538-00	57.32
P08-07774-40	55.52
P08-13490-00	2501.32
P09-02873-03	192.60
P09-03790-00	1069.55
P09-11243-00	121.33
P10-08210-00	28.12
P11-71890-01	461.51
P20-00996-62	39.23
P24-58300-03	149.21
P40-00818-00	170.00
P40-00895-00	170.00
P40-00937-00	170.00
P40-00949-00	170.00
P40-00962-00	204.00
P40-00963-00	170.00
P40-00971-00	170.00
P40-00978-00	204.00
P40-00994-00	204.00
P40-00995-00	170.00
P40-00998-00	170.00
P40-01012-00	204.00
P40-01020-00	204.00
P40-01032-00	<u>170.00</u>
 SUBTOTAL	 13812.29 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1984-85</u>	
P01-04500-14	\$ 245.78
P01-04610-07	49.37
P01-04650-00	161.38
P01-08400-00	62.63
P01-09820-02	45.62
P01-10620-23	45.37
P01-10660-07	82.69
P01-11410-00	92.10
P01-14060-00	172.10
P01-15330-00	80.74
P01-16180-01	98.58
P01-18260-00	810.07
P01-18340-11	57.16
P01-18800-00	47.16
P01-18840-00	37.58
P01-22850-00	57.16
P01-25440-00	755.02
P01-28490-00	118.31
P01-30180-00	31.93
P01-33280-05	57.16
P01-35560-00	186.84
P01-37260-00	186.84
P02-02150-04	1472.66
P02-05700-15	57.16
P02-07240-20	80.74
P02-07271-22	167.43
P02-10100-00	370.62
P02-11260-20	1472.66
P02-11380-00	177.49
P02-13240-00	344.09
P02-13840-02	57.16
P02-14620-30	157.12
P02-15000-01	640.25
P02-15060-01	294.94
P02-17280-00	90.39
P02-19820-00	80.74
P02-21960-00	45.37
P02-26620-01	35.37
P02-26620-09	368.67
P02-30005-00	95.74
P02-31100-05	368.67
P03-00545-00	124.49
P03-00843-00	653.02
P03-00984-00	111.19
P03-01055-00	57.16
P03-01065-67	48.14
P03-01210-00	47.58
P03-01364-05	80.74
P03-01535-08	520.10
SUBTOTAL	11501.28 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1984-85 (cont.)	
P03-01561-80	\$ 119.61
P03-01635-04	409.93
P03-01640-75	568.81
P03-03570-00	58.95
P03-03578-10	38.25
P03-04060-01	77.61
P03-08600-05	97.19
P03-10975-53	57.16
P03-14320-00	1127.31
P03-16145-00	1004.26
P03-16560-00	80.74
P03-17140-00	104.32
P03-18425-00	99.89
P03-19520-00	736.33
P03-20240-00	3023.83
P03-20240-20	294.94
P03-20560-30	61.83
P03-20740-00	395.91
P03-23841-00	257.83
P03-25150-02	36.02
P03-26460-01	282.19
P03-27850-00	1370.78
P03-28250-00	522.03
P03-29120-01	462.31
P03-29150-08	98.98
P04-02820-00	77.05
P04-08080-00	71.97
P04-08898-01	1297.76
P04-08950-00	371.37
P04-09185-00	96.46
P04-09510-00	97.51
P04-09610-00	57.16
P04-12548-00	210.41
P04-14110-00	245.78
P04-19872-00	368.67
P04-24227-08	962.76
P04-25660-00	186.84
P04-26700-00	442.40
P04-27360-00	57.16
P04-27380-00	587.62
P04-28351-00	5.05
P04-30261-00	28.99
P04-30262-00	210.41
SUBTOTAL	\$16762.38 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1984-85 (cont.)</u>	
P04-31300-00	\$ 229.22
P04-33230-00	174.80
P04-34160-00	313.62
P04-35120-00	1412.20
P04-39680-00	545.73
P04-40980-00	378.49
P04-42047-00	145.40
P04-42085-05	330.34
P04-43600-07	125.44
P04-44238-00	70.74
P04-44293-03	336.63
P04-44294-00	264.80
P04-44294-01	372.66
P04-45500-00	270.36
P04-45640-01	85.40
P04-47300-00	186.84
P04-47615-00	298.32
P04-52235-00	94.32
P04-52700-00	104.32
P04-58900-50	613.44
P04-60105-00	1622.34
P04-60720-00	447.00
P04-60921-60	51.21
P05-00130-10	66.74
P05-00247-00	80.74
P05-00305-10	26.78
P05-00325-00	175.54
P05-00490-02	50.27
P05-00630-00	4757.28
P05-00632-04	116.10
P05-00640-00	1004.48
P05-00770-00	114.63
P05-03180-00	38.25
P05-03404-00	135.75
P05-05180-00	33.65
P05-05325-02	57.16
P05-05590-76	208.20
P05-06160-00	80.74
P05-08770-00	45.37
P05-08770-01	81.05
P05-09260-00	475.33
P05-09419-00	368.67
P05-11820-00	236.03
P05-12180-07	34.39
P05-12180-29	63.05
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SUBTOTAL	\$16723.82 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1984-85 (cont.)	
P05-12255-00	\$ 613.44
P05-14185-25	222.20
P05-14185-40	104.32
P05-14340-40	21.09
P05-15720-02	49.62
P05-17981-00	127.89
P05-19475-00	127.89
P05-21622-26	197.96
P05-22260-00	407.70
P05-26660-00	1987.79
P05-26941-33	294.94
P05-29400-00	57.16
P05-30945-00	512.33
P05-31060-00	175.05
P05-31220-00	163.26
P05-38234-00	4834.51
P05-38338-18	54.95
P05-39130-03	198.63
P05-40258-04	492.48
P06-00645-00	259.38
P06-03526-00	368.67
P06-10460-05	238.41
P06-11803-00	30.70
P06-13060-00	163.26
P06-13220-00	61.83
P06-16040-00	57.16
P06-16340-00	364.00
P06-17285-06	210.41
P06-21230-00	337.21
P06-22160-01	61.83
P06-23320-00	790.26
P06-24200-00	540.71
P06-26090-00	20.88
P06-27295-00	160.80
P06-29360-00	92.53
P06-30080-00	684.48
P06-32372-00	57.16
P06-32560-00	198.63
P06-34500-00	245.78
P06-36320-00	57.16
P06-36320-01	120.35
P06-36425-00	80.74
P06-37618-00	439.62
P06-37959-00	5.32
P06-41380-05	<u>96.77</u>
SUBTOTAL	\$16387.26 /



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1984-85 (cont.)</u>	
P06-41580-00	\$ 270.36
P06-41890-01	88.65
P06-43262-00	127.89
P06-47010-62	3164.28
P06-47455-01	122.00
P07-00461-00	29.90
P07-00498-65	28.00
P07-00900-24	1365.25
P07-01470-22	117.88
P07-01847-40	176.84
P07-02112-00	565.29
P07-02220-50	43.48
P07-02950-00	47.58
P07-03765-13	559.87
P07-03901-40	57.97
P07-03950-03	202.38
P07-04120-05	1472.66
P07-04550-02	599.27
P07-04756-00	72.95
P07-05386-29	284.41
P07-09926-00	322.44
P07-10950-05	206.15
P08-00300-00	145.12
P08-00320-00	45.86
P08-01007-00	144.85
P08-01090-01	78.87
P08-01290-00	529.45
P08-01410-50	585.84
P08-01432-25	406.55
P08-01710-10	111.14
P08-01783-84	122.37
P08-02700-72	66.72
P08-04062-00	550.04
P08-05103-07	145.20
P08-05170-00	51.21
P08-05220-01	40.79
P08-06189-57	281.80
P08-06368-20	237.33
P08-06426-01	66.60
P08-06427-01	539.91
P08-06531-00	173.37
P08-06934-00	119.40
P08-07078-30	65.97
P08-07250-24	96.12
P08-07292-31	61.74
SUBTOTAL	\$14591.75



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1984-85 (cont.)</u>	
	\$
P09-15500-10	529.10
P10-00713-01	198.63
P10-01500-00	127.89
P10-04807-00	186.84
P10-04917-00	301.85
P10-07706-00	57.16
P10-08210-00	57.16
P10-13002-00	57.16
P10-13117-00	57.16
P10-14422-00	491.56
P10-14424-00	57.16
P10-14611-00	118.06
P10-20706-00	104.32
P10-21919-00	73.62
P10-22003-00	72.14
P10-23160-00	25.06
P10-33631-00	162.59
P11-02200-02	97.19
P11-15317-00	558.25
P11-17301-08	151.47
P11-17301-13	57.16
P11-40109-01	47.16
P11-71890-01	303.08
P11-73000-08	28.25
P11-73000-32	80.74
P12-00410-40	64.87
P13-64275-00	71.28
P13-64275-01	143.74
P20-00682-64	58.59
P20-00692-19	53.10
P20-00713-36	43.08
P20-00722-72	94.64
P20-00745-90	112.30
P20-00907-94	86.66
P20-00916-56	34.98
P20-00935-06	45.89
P20-00996-62	42.34
P20-01262-47	116.82
P20-01362-78	560.96
P20-01610-54	386.82
P20-01722-05	518.21
P26-37900-11	37.93
P40-00987-00	204.00
P40-00995-00	170.00
SUBTOTAL	\$ 6846.97 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1984-85 (cont.)	
P08-07640-40	\$ 1233.76
P08-08000-00	95.16
P08-08160-00	72.25
P08-08250-00	376.32
P08-09380-00	123.67
P08-09600-04	78.20
P08-09827-00	66.84
P08-10032-05	22.03
P08-11220-00	312.34
P08-11382-00	100.94
P08-12297-30	55.46
P08-12317-10	312.58
P08-12317-75	39.11
P08-12319-05	112.30
P08-12500-00	127.88
P08-13490-00	3232.52
P08-16100-00	225.56
P09-00965-07	61.36
P09-00965-15	40.82
P09-00994-00	184.63
P09-01028-95	116.10
P09-01594-06	163.26
P09-01624-02	74.35
P09-02160-22	80.74
P09-02161-07	295.92
P09-02782-92	12735.66
P09-02857-00	287.71
P09-03431-00	75.83
P09-06200-00	216.02
P09-06899-10	1076.42
P09-07815-50	82.01
P09-08350-00	2060.35
P09-08926-01	71.72
P09-09395-00	769.41
P09-10174-00	123.87
P09-10240-05	2264.04
P09-10407-25	414.82
P09-10493-50	136.73
P09-10862-00	141.35
P09-10958-18	510.81
P09-11243-00	134.08
P09-11360-20	108.63
P09-11520-50	66.19
P09-11644-20	256.81
P09-11980-00	62.54
P09-13399-10	572.49
SUBTOTAL	28661.59 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1984-85 (cont.)	
P40-01008-00	\$ 170.00
P40-01027-00	170.00
P40-01032-00	170.00
P67-08000-01	<u>170.94</u>
SUBTOTAL	680.94 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1985-86</u>	
P01-04610-70	\$ 206.99
P01-11410-00	105.04
P01-12160-00	266.80
P01-12270-00	65.47
P01-12300-10	116.24
P01-14570-00	320.16
P01-16180-01	164.09
P01-27672-00	61.36
P01-35560-00	202.60
P01-35680-15	426.88
P01-37380-00	252.95
P01-37500-00	179.76
P02-02320-00	48.52
P02-10180-00	82.68
P02-12500-00	235.49
P02-13840-02	87.04
P02-17560-00	176.92
P02-21960-00	61.36
P02-26620-01	48.52
P02-28270-05	23.12
P03-00736-15	800.40
P03-01055-00	61.36
P03-01160-02	61.36
P03-01635-04	1899.30
P03-03530-24	63.43
P03-03530-28	173.33
P03-03895-00	5.65
P03-04060-01	164.08
P03-04060-02	27.48
P03-09164-00	17.22
P03-12092-00	48.52
P03-14600-96	40.58
P03-20740-00	533.60
P03-21900-00	126.59
P03-22680-00	877.62
P03-23582-00	80.90
P03-24850-20	29.26
P03-29065-68	64.96
P03-29160-43	37.50
P04-00320-00	48.52
P04-04802-00	58.81
P04-05380-00	36.97
P04-09510-00	115.29
P04-13360-00	35.68
P04-13590-00	251.93
P04-19872-00	400.20
SUBTOTAL	\$9192.53 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1985-86 (cont.)</u>	
P04-21190-00	\$ 99.88
P04-21520-00	1035.32
P04-25660-00	202.60
P04-26440-00	74.20
P04-26620-00	38.90
P04-26700-00	480.24
P04-27000-00	35.68
P04-27380-00	640.32
P04-29115-00	61.36
P04-29635-01	58.80
P04-30261-00	40.82
P04-31300-00	345.14
P04-33136-00	31.32
P04-34160-00	340.42
P04-35120-00	1600.80
P04-35315-00	60.08
P04-42006-24	246.77
P04-44293-03	346.84
P04-44294-01	153.31
P04-44298-00	218.01
P04-44700-02	37.48
P04-45395-05	87.04
P04-45500-00	320.16
P04-45640-01	92.18
P04-47300-00	215.44
P04-47615-00	749.35
P04-52295-25	36.46
P04-56550-00	480.24
P04-58900-50	800.40
P04-60118-11	128.92
P05-00247-00	87.04
P05-04878-05	365.17
P05-05140-00	95.02
P05-05590-76	164.08
P05-06100-00	189.76
P05-09260-00	517.17
P05-10318-02	314.33
P05-14340-40	80.11
P05-15740-02	57.37
P05-18800-00	345.14
P05-19475-00	138.40
P05-19482-00	31.59
P05-19590-20	130.72
P05-22260-00	501.79
P05-25680-00	77.30
P05-31060-00	215.44
SUBTOTAL	12368.91 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1985-86 (cont.)	
P05-31240-00	\$ 29.89
P05-33260-00	862.47
P05-36560-05	321.78
P06-07000-00	95.26
P06-07095-00	158.86
P06-07445-00	35.94
P06-14122-00	48.52
P06-17285-06	228.28
P06-17285-18	253.45
P06-21230-00	560.28
P06-23320-00	2235.71
P06-23770-00	113.50
P06-24500-00	29.79
P06-25630-00	426.29
P06-26090-00	202.60
P06-27295-00	174.36
P06-30080-00	800.40
P06-33320-00	68.83
P06-37618-00	443.21
P06-37959-00	403.26
P06-38060-00	125.56
P06-39680-02	781.70
P06-43000-01	7.71
P06-45765-00	67.78
P06-47010-62	3379.20
P07-00498-65	40.82
P07-00900-24	1467.40
P07-01415-00	320.16
P07-01435-01	56.23
P07-01470-22	202.60
P07-02000-00	53.26
P07-02220-50	61.36
P07-02950-00	51.09
P07-03299-00	593.47
P07-04120-03	23.37
P07-04506-23	159.21
P07-05386-29	1005.38
P07-09926-00	346.95
P07-10950-05	217.80
P08-00300-00	222.18
P08-00320-00	63.58
P08-01410-50	701.88
P08-01432-10	358.87
P08-01529-02	50.91
P08-01783-13	637.97
SUBTOTAL	\$18489.12 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1985-86 (cont.)	
P08-02700-81	\$ 671.32
P08-03750-00	16.24
P08-04062-00	833.70
P08-05220-01	159.64
P08-06189-52	138.10
P08-06368-20	20.40
P08-06932-07	243.56
P08-06942-04	866.14
P08-07250-24	124.04
P08-07640-40	148.78
P08-08250-00	421.61
P08-10980-00	120.69
P08-11220-00	300.02
P08-12196-00	162.18
P08-12297-30	74.05
P08-12317-75	171.41
P08-13321-35	15.13
P08-13490-00	3751.65
P08-16100-00	1094.04
P09-00490-01	223.93
P09-01380-00	540.57
P09-01505-00	40.82
P09-01600-25	102.97
P09-01603-00	135.25
P09-02782-92	7493.94
P09-02857-00	307.70
P09-03381-20	34.47
P09-03431-00	81.91
P09-03981-40	164.00
P09-05980-20	32.14
P09-06060-00	222.80
P09-06200-00	230.00
P09-06340-40	148.96
P09-06340-50	242.32
P09-07020-00	21.71
P09-08000-50	99.17
P09-08350-00	2466.20
P09-08927-33	271.09
P09-09395-00	795.70
P09-10147-01	238.68
P09-10265-00	117.89
P09-10404-25	259.58
P09-10420-20	58.31
P09-10862-00	33.92
P09-10868-00	5.05
SUBTOTAL	\$23101.78



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1985-86 (cont.)</u>	
P09-11030-00	\$ 88.32
P09-11584-03	105.04
P09-11622-90	65.60
P09-13949-00	46.90
P09-14975-00	908.75
P09-15495-00	715.62
P10-00713-01	215.44
P10-07706-00	99.88
P10-10114-00	16.42
P10-11190-50	91.68
P10-12905-00	20.79
P10-13420-00	49.55
P10-14611-00	37.75
P10-14643-01	747.04
P10-17400-03	61.36
P10-25850-02	35.68
P10-26101-00	203.65
P11-02200-02	95.02
P11-05621-00	85.26
P11-17301-08	215.44
P11-17301-13	87.04
P11-18300-00	49.05
P11-70966-00	87.04
P11-73000-32	125.56
P11-73500-02	104.55
P12-00090-01	327.94
P12-00420-18	40.77
P12-00650-01	51.09
P12-00670-06	67.01
P12-00730-24	42.83
P12-00745-06	34.26
P12-00745-13	59.80
P12-00750-40	498.18
P12-00903-05	70.96
P12-01180-16	25.08
P13-62095-00	502.82
P20-00692-19	34.40
P20-00775-52	39.60
P20-00996-62	38.99
P20-01100-65	39.60
P20-01238-65	34.74
P20-01273-98	52.80
P20-01686-46	36.18
P40-01057-00	100.00
P60-03000-02	631.59
P65-66000-01	351.75
P65-80000-11	<u>647.70</u>

SUBTOTAL

\$8086.52 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
1985-86 (cont.)	
P03-25090-09	\$ 109.92
P03-27472-10	61.36
P03-29160-24	390.96
P04-44580-00	<u>218.02</u>
SUBTOTAL	\$ 780.26 ✓



<u>TAX ACCT. #</u>	<u>TAX BALANCE</u>
<u>1986-87</u>	
P04-45500-00	\$ 343.44
P04-45640-00	457.92
P07-05930-00	11472.02
P07-09926-00	371.25
P07-10950-05	241.32
P08-11220-00	238.96
P09-11030-00	<u>87.19</u>
SUBTOTAL	13212.10 ✓

TOTAL \$239,375.41

BUDGET MODIFICATION NO. DGS #21

(For Clerk's Use) Meeting Date JUN 21 1990

Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 14, 1990

(Date)

DEPARTMENT General Services

DIVISION Planning & Budget

CONTACT Jack Horner

TELEPHONE 248-3883

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Jack Horner

SUGGESTED

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

Transfer \$30,000 in salary savings from Personal Services to Materials and Services.

(Estimated Time Needed on the Agenda)

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

Salary savings exist in the Planning & Budget Division due to staff vacancies which occurred at mid-year. This budget modification transfers \$30,000 of the anticipated savings to help offset increased costs due to the Alternate Revenue Study, use of a facilitator for Strategic Planning and work done on the governance options for the Library.

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

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

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

Originated By <i>[Signature]</i>	Date <u>6-4-90</u>	Department Manager <i>[Signature]</i>	Date <u>4-4-90</u>
Budget Analyst <i>[Signature]</i>	Date <u>6-5-90</u>	Personnel Analyst <i>[Signature]</i>	Date <u>6-6-90</u>
Board Approval <i>[Signature]</i>		Date <u>JUNE 21, 1990</u>	

EXPENDITURE

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

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Increase (Decrease)	Total	Change Sub- Description
		100	040		7430	5100	410,119		(21,780)		
						5500	103,547		(5,490)		
						5550	51,115		(2,730)		
						6110	10,470		20,000		
						6120	17,400		10,000		

OTAL EXPENDITURE CHANGE////// TOTAL EXPENDITURE CHANGE

REVENUE

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

Document Number	Action	Fund	Agency	Organi- zation	Reporting Revenue Category Source	Current Amount	Revised Amount	Increase (Decrease)	Total	Change Sub- Description

OTAL REVENUE CHANGE////// TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

R-7

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
PLANNING & BUDGET (503) 248-5135
(503) 248-3883

AT OTHER LOCATIONS:

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

M E M O R A N D U M

DATE: June 5, 1990
TO: Gladys McCoy
Chair, Board of County Commissioners
FROM: J. Mark Campbell *Mark*
Planning & Budget Analyst
RE: DGS #21

GLADYS McCOY ✓
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204
6/6/90

On Thursday, June 14th, the Board of County Commissioners will be considering the adoption of budget modification DGS #21. This budget modification proposes the use of Personal Services savings in Planning & Budget to offset unbudgeted Materials & Services expenses.

Salary savings exist in the Planning & Budget Division due to the mid-year departure of two staff members. Since that time, the Division has maintained staffing at existing levels and has not attempted to refill either of the positions.

This budget modification proposes the use of \$30,000 in Personal Services savings. These funds will be used to supplement Professional Services and Printing line items. Increases in these areas were necessitated by the extension of the Strategic Planning process and the Division's participation in the Alternate Revenue Study.

Should you have any questions regarding this budget modification, please do not hesitate to contact me.

cc: Jack Horner

BUDGET MODIFICATION NO. DGS # 23

(For Clerk's Use) Meeting Date JUN 21 1990

Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 19, 1990 (Date)

DEPARTMENT General Services DIVISION Assessment & Taxation
CONTACT James Czmowski TELEPHONE Ext. 2780
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD James Czmowski

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

BUD MOD to transfer \$127,600 from 1989-90 Personnel Savings to 1989-90 Materials & Services, various line items, to accommodate HB 2338 expenses.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

To accommodate 23 new employees as required per House Bill 2338 and to implement security recommendations from the Sheriff's Office, we must make modifications to our existing space. The modifications will cost \$127,600 more than was anticipated in the 1989-90 Budget.

JUN 12 PM 3:20
CLERK OF SUPERIOR COURT
CLERK OF SUPERIOR COURT
OREGON

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

4. CONTINGENCY STATUS (to be completed by Finance/Budget)
Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By <u>James Czmowski</u> Date <u>6/11/90</u>	Department Manager _____ Date _____
Budget Analyst <u>James Czmowski</u> Date <u>6/11/90</u>	Personnel Analyst <u>Donda Alexander</u> Date <u>6/11/90</u>
Board Approval <u>James Czmowski</u> Date <u>6-11-90</u>	_____ Date _____
<u>DEBORAH ROYERS</u>	<u>JUNE 21, 1990</u>

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

DEPARTMENT <u>HUMAN SERVICES</u>	DIVISION <u>AGING SERVICES</u>
CONTACT <u>BILL THOMAS/JOHN PEARSON</u>	TELEPHONE <u>246-5464</u>
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD	<u>DUANE ZUSSY/JIM McCONNELL</u>

SUGGESTED

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

Budget Modification DHS # 57 reclassifies a position in the Aging Services Division Community Action Program, with no fiscal impact.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification reclassifies the manager of the Community Action Program Office from a Senior Program Development Specialist to a Human Services Specialist, with an effective date of July 1, 1989, when this program was transferred from the Director's Office to the Aging Services Division.

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

N/A

RECEIVED
 JUN 21 1990
 17 08 PM '90

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

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

nc

Originated By	Date	Department Director	Date
X <u>James W. McConnell</u>	<u>6-11-90</u>	<u>D. Duane Zussy (ac)</u>	<u>6/1/90</u>
Finance/Budget	Date	Employee Relations	Date
<u>Thomas D. Syme</u>	<u>6/7/90</u>	<u>Susan Daniel</u>	<u>6/5/90</u>
Board Approval		Date	
<u>Reborah C. Rogers</u>		<u>June 21, 1990</u>	

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
(1.0 FTE Sr. Prog. Development Spec.)		(\$38,751)	(\$ 9,789)	(\$ 4,254)	(\$52,794)
1.0 FTE Human Services Specialist		\$39,914	\$10,082	\$ 4,299	\$54,295
TOTAL CHANGE (ANNUALIZED)		\$ 1,163	\$ 293	\$ 45	\$ 1,501

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

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
Delete 1.0 Sr.PDS		(\$38,751)	(\$ 9,789)	(\$ 4,254)	(\$52,794)
Add 1.0 Hum. Srv. Spec.		\$39,914	\$10,082	\$ 4,299	\$54,295
		<u>\$ 1,163</u>	<u>\$ 293</u>	<u>\$ 45</u>	<u>\$ 1,501</u>
Personal services savings		<u>(\$ 1,163)</u>	<u>(\$ 293)</u>	<u>(\$ 45)</u>	<u>(\$ 1,501)</u>
Net cost		\$ 0	\$ 0	\$ 0	\$ 0

This current year change will be covered by savings in personal services for FY 89-90, resulting from initial budgeting of new positions with 12 months of retirement and dental benefits while only 6 months of actual benefits will be paid.

ME



MULTNOMAH COUNTY OREGON

R-9

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION — (503) 248-3646
COMMUNITY ACTION PROGRAM OFFICE — (503) 248-5464
421 S.W. 5TH, 2ND FLOOR
PORTLAND, OREGON 97204
FAX # (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Board of Commissioners

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

FROM: Jim McConnell, Director *Jim McConnell (JB)*
Aging Services Division

DATE: May 29, 1990

SUBJECT: Recommendation for Approval of Attached Budget Modification

RECOMMENDATION: The Aging Services Division recommends approval by the Board of County Commissioners of the attached Budget Modification DHS # 57, which reclassifies a position in the Community Action Program with no fiscal impact.

ANALYSIS: This budget modification reclassifies the manager of the Community Action Program Office from a Senior Program Development Specialist to a Human Services Specialist, with an effective date of July 1, 1989, when this program was transferred from the Director's Office to the Aging Services Division. In transferring the program to ASD, the Adopted Budget did not reflect this reclassification though the duties assumed were those of an HHS.

BACKGROUND: When the incumbent moved to the DHS Director's Office in September, 1987, he had been classified as a Human Services Specialist. In making this move he accepted a voluntary demotion to a Senior PDS classification.

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204

(For Clerk's Meeting Date) JUN 21 1990
Agenda No. R-10

DATE SUBMITTED _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of an IGA

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY

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

This amendment is the result of two clients transferring to another DD provider. Mt. Hood is gradually decreasing their Work Activity Center services to clients. Other providers are increasing their Work Activity Center case loads to accommodate the decreasing services at Mt. Hood.

6/22/90 Originals to Kathy Tinkle

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

ACTION REQUESTED:

- INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Org. 1235

-General Fund

Other _____

1990 JUN 21 PM 3:21
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: D. Duane Zussy (as)

BUDGET / PERSONNEL 1

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

FROM: Gary Smith *DS*
Director, Social Services

DATE: May 31, 1990

SUBJECT: Recommendation to Approve Mt. Hood Community College Amendment #3.

RETROACTIVE STATUS: This amendment was delayed due to preparing fiscal year 1990-91 annual contract renewals for processing.

RECOMMENDATION: Social Services Division recommends County Chair approval of two amendments in the DD Program area for the period June 1, 1990 through June 30, 1990.

ANALYSIS/BACKGROUND: Mt. Hood Community College amendment #3 decreases Work Activity Center (DD40) (\$2,333.78) by two slots which are then transferred to Sue Christiance. The new contract total for Mt. Hood is \$106,129.82.

[MtHood3]



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100960

Amendment # 3

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-10 June 21, 1990</p>
---	---	--

Contact Person Susan Clark Phone 248-3691 Date 6-5-90

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

Description of Contract Work Activity (DD40) decreases (\$2,333.78) by 2 slots.

RFP/BID # Exempt Date of RFP/BID _____ Exemption Exp. Date 6/1/87-6/30/94

ORS/AR # ORS 279.089 Contractor is MBE WBE QRF

Contractor Name Mt. Hood Community College

Mailing Address 26000 SE Stark
Gresham, OR 97030

Phone 667-7316

Employer ID # or SS # 93-0546890

Effective Date June 1, 1990

Termination Date June 30, 1990

Original Contract Amount \$ 122,005.44

Amount of Amendment \$ (2,333.78)

Total Amount of Agreement \$ 106,129.82

Previous Amount #2: \$108,463.60

Payment Term

Lump Sum \$ _____

Monthly \$ Allotment

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 6-5-90

Date _____

Date 6-7-90

Date 6/21/90

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.	156	010	1235		DD40	6060		1240		(2,333.78)	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
CONTRACT AMENDMENT NUMBER 3

DURATION FROM: 06/01/90 TO: 06/30/90
CONTRACTOR NAME: MT. HOOD COMMUNITY COLLEGE
CONTRACTOR ADDRESS: 26000 S.E. STARK
GRESHAM OR 97030

TELEPHONE: 667-7316
IRS NO.: 93-0546890

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and
MT. HOOD COMMUNITY COLLEGE, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT.

PART I - Financial Summary

DATE: 05/25/90

Service Element	Funding Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis
1.) DD40 WAC - SMHD Work Activity Center		\$108,463.60	(\$2,333.78)	\$106,129.82	Monthly Allotment per Contracted Slots
TOTALS:		\$108,463.60	(\$2,333.78)	\$106,129.82	

Above amounts are subject to the Notes and Special Conditions in Part II below.

Multnomah County Social Services Division
Contract AMENDMENT Number 3

CONTRACTOR:
MT. HOOD COMMUNITY COLLEGE

DATE: 05/25/90

Part II - Notes and Special Conditions

Notes:

- 1.) DD40 Work Activity Center funding is decreased by 2 slots at a rate of \$1,166.89/mo effective 6/1/90-6/30/90. These persons are transferred to another County contractor (SCR).

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE

CONTRACTOR: MT. HOOD COMMUNITY COLLEGE
Amendment #3

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Jon Muncham 5-29-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Dary A. Smith 6/5/90
Social Services Division Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. E-11

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

- General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL 1

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

RECEIVED
 POLK COUNTY
 CLERK'S OFFICE
 JUN 21 1990 7:42 PM



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

		-----90/91-----			-----LGFS CODES-----					
CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
	MT HOOD COMMUNITY COLLEGE		\$29,125.68							
	Activity Center	State DD 40		\$29,125.68	156	010	1235	DD40	6060	1240



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

This is a pink copy

Contract # 101291 ^{FY} 90-91

Amendment # 7

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-11 June 21, 1990</p>

Contact Person Kathy Tinkle Phone 248-3691 Date 5/14/90

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

Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt Date of RFP/BID _____ Exemption Exp. Date 6/1/87-6/30/94

ORS/AR # ORS 279.089 Contractor is MBE WBE QRF

Contractor Name Mt. Hood Community College

Mailing Address 26000 SE Stark Street
Gresham, OR 97030

Phone 667-7316

Employer ID # or SS # 93-0546890

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 29,125.68

REQUIRED SIGNATURES:

Department Manager *[Signature]*

Purchasing Director
(Class II Contracts Only) *[Signature]*

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

Payment Term

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

Date 5/30/90

Date _____

Date 6.4.90

Date 6/21/90

1991 JAN 11 PM 1:44
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON

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

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: MT. HOOD COMMUNITY COLLEGE
ADDRESS: 26000 S.E. STARK
GRESHAM, OR 97030

TELEPHONE: (503) 667-7316
I.R.S. NUMBER: 93-0546890

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$29,125.68	2
CONTRACT TOTAL:			\$29,125.68	

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/08/90

Fiscal Year 1990-1991

CONTRACTOR: MT. HOOD COMMUNITY COLLEGE

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	2	1, 2, 4

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

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

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

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1990 to the COUNTY Vocational Program Development Specialist. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

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

Corrective Action Plan for any Deficiencies or areas of Correction identified by State Mental Health and Developmental Disabilities Division Licensing or Approval Site Reviews, or COUNTY contract monitoring activities.

DEADLINE: 30 calendar days after on-site exit meeting, identifying Deficiencies or Areas of Correction.

2.1.4 PAYMENT PROCEDURES

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

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

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division Developmental Disabilities Program Vocational Program Development Specialist of impending vacancies. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

CONTRACTORS providing services shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R. DD 40 funding used for supported employment slots will follow DD 43 contract conditions.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S DD Program. The Vocational Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services shall obtain approval from the COUNTY'S Developmental Disabilities Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

- CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

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

CONTRACTORS will submit to the Vocational Program Development Specialist the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health and Developmental Disabilities Division Licensing Review.

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS

The CONTRACTOR may expend DD 40 funds to provide alternative vocational services based on the following:

- A. The client is of retirement age.
- B. Client choice of alternatives.
- C. Client's medical condition.
- D. Temporary job loss.
- E. Documented potential for loss of medical benefits if employed in a DD 40 slot.
- F. Severe physical limitation for which job site may not be modified to accommodate.
- G. Behavior problems rendering employment unfeasible only after extensive evaluation of the situation has occurred and the ISP team concurs that employment is not appropriate.
- H. Approval by the COUNTY based on other factors.

If alternative vocational services are provided with DD 40 funds, the CONTRACTOR must:

- A. Document as initial assessment and annual review of the continued alternative services based on the factors above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS (Continued)

- - B. Provide a minimum of 25 hours per week of day habilitative services to such individuals, including access to as much community based employment as is appropriate, based on the ISP.

- C. Request all necessary variances to Oregon Administrative Rules governing Activity Centers, and renew those requests annually if alternative services continued to be provided.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT

4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

4.1.1 SERVICE DESCRIPTION

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

Service emphasizes an integrated employment setting for adults who are developmentally disabled. Models of service include, but are not limited to, the following:

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

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

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

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.1 SERVICE DESCRIPTION (Continued)

This service is regulated by OAR 309-47-040 (planning and assessment); 309-47-045 (training and services); and 309-47-030 (5, 6, 8, 9) (admission and exit staffings).

4.1.2 PERFORMANCE REQUIREMENTS

100% clients must be eligible for Developmental Disabilities services.

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

There will be no more than eight (8) persons with disabilities working at a job site.

Workers must have reasonable opportunities to interact with non-handicapped peers (not paid service providers).

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

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

4.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in the Financial Procedures Manual.

DD 40 funding used for supported employment slots will follow DD 43 contract conditions. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

4.1.4 PAYMENT PROCEDURES

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 -SUPPORTED EMPLOYMENT(Continued)

4.1.4 PAYMENT PROCEDURES (Continued)

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

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year. Provider and Vocational Program Development Specialist will work together to resolve discrepancies in utilization data.

4.2 MULTNOMAH COUNTY REQUIREMENTS

4.2.1 SUPPORTED EMPLOYMENT STANDARDS

4.2.1.1 ADMISSION AND EXIT OF CLIENTS

Prior to admission of a person to a Supported Employment program, a pre-admission staffing shall be held. Participants invited to this staffing by the case manager, shall include, but not be limited to:

The referred person

The person's guardian, if any; and the parents, advocate, guardian, and/or other family members, as approved by the person;

The case manager;

A representative of the Supported Employment program; and

Representatives of other agencies providing services to the client; this may include the Vocational Rehabilitation Counselor.

The case manager shall assure that major findings of the pre-admission staffing shall be recorded in writing and be part of the person's Supported Employment program file. These written findings shall include at minimum:

List of participants at the pre-admission staffing;

Documentation of the person's eligibility for Supported Employment;

Documentation of the current physical condition and limitations of the person; and,

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.1 ADMISSION AND EXIT OF CLIENTS (Continued)

Documentation of current medications;

Documentation that the person and parent/guardian/advocate have been informed as to the program's philosophy, policies and procedures, and description of client services;

Documentation that the Supported Employment provider has fully explained the effect of wages on benefits (such as SSI, Social Security or a combination). This explanation will address associated risks and benefits; and,

Documentation of discussion regarding who will assist the client to report earnings to Social Security Administration.

Each client considered for exit shall have a pre-exit staffing. Participants invited to the pre-exit staffing shall include the same persons identified in subsection 4.2.1.1 of this requirement.

The findings of the pre-exit staffing shall be recorded in writing and be a part of the client file. These written findings shall include at minimum:

List of participants at the pre-exit staffing;

Documentation of the proposed reason for exit of the client;

A written exit plan to include proposed client services, schedule for follow-up by the Supported Employment program if appropriate, and contact persons of agencies involved in proposed client services and follow-up; and,

Signed client release forms for purposes of sharing Supported Employment client program information with proposed service providers.

4.2.1.2 CLIENT ASSESSMENT AND PLANNING

The Supported Employment provider will provide to the COUNTY Case Manager a completed formalized assessment for each worker for use in the development of the ISP within 60 days of admission to the program. Formal assessment(s) will be completed thereafter on an annual basis prior to the annual ISP. This formalized assessment will determine progress and identify any training needs which should be addressed in the coming year. This assessment will include the following domains:

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

- general and specific work abilities;
- work interests;
- work history (for the initial assessment only);
- attitudes and adaptability needed for employment;
- task performance and proficiency levels;
- the need or potential success of utilizing adaptive equipment;
- work habits such as punctuality, attendance, etc.; and,
- copy of last completed time study if earning less than industry standard wage.

This assessment will replace the CER.

The results of this assessment, review of pre-entry staffing information, and consultation with the client, parent/guardian/advocate, case manager, other service providers, and program staff, shall be used to develop an individualized support plan for each client. The Individual Support Plan shall be developed by this team and include at least the following information:

Measurable long-term goals and short-term (one year or less) training objectives for each area included in the client's individual support plan;

Description of the methods to be used in achieving the objectives and measuring progress;

Identification of persons or agency responsible for the implementation of each portion of the plan;

Provisions for reviewing the individual support plan at least semiannually with written statements regarding the progress, effectiveness and appropriateness of the plan. Supported Employment providers are required to complete initial and annual ISPs . Supported Employment providers are responsible for developing proposed goals, objectives and methods prior to the ISP meeting for consideration by the ISP team. As workers become stabilized in jobs there may no longer be a need for vocational training objectives. At this point, objectives will be developed which address maintenance (which might include ongoing follow along and whatever supports are necessary to assure stability).

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.2 CLIENT ASSESSMENT AND PLANNING (Continued)

Even though a worker may be stabilized on the job, the Supported Employment provider, as an ISP team member, would work with the team to identify and address services or objectives to meet needs in other areas of the individual's life. (This might include social needs at work or home, medical needs, etc.)

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

The individual support plan shall be included in the client's individual file, with appropriate documentation that the plan has been implemented as designed or reviewed. This shall include individual client objectives for periods of unemployment.

The Supported Employment provider is responsible for maintaining data to measure and document progress toward objectives. The provider will summarize the data and report progress, effectiveness and appropriateness of the plan at least semiannually to the DD Case Manager.

4.2.1.3 TRAINING AND SERVICES

Services for workers in Supported Employment programs shall:

Provide training and support services as specified in each workers annual individual support plan;

Use age-appropriate and professionally accepted materials and techniques;

Utilize community-based resources and/or other environments when available and appropriate; and,

Provide opportunities for workers to participate in activities with non-handicapped peers to the maximum extent possible.

The use of aversive techniques with any worker shall be described fully in writing and shall:

Be included in the individual worker's record;

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

Emphasize the development of a desirable alternative behavior;

Document that the worker, parent/guardian/advocate, and case manager are fully aware of the program;

Use the least intrusive or aversive intervention possible; and,

Assure that none of the following will be used:

Physical punishment;

Seclusion in a locked room;

Direct or implied threats of physical harm, ridicule, or humiliation;

Physical restraints, or inappropriate medication;

Withholding of meals, medication, or physical aide;

Discipline or punishment of one worker by another; and

Excessive threats of termination of Supported Employment services to the worker.

Be evaluated, including collection and timely review of specific data on the progress, effectiveness, and appropriateness of procedures.

In the event of job loss, the Supported Employment provider has the lead in determining and arranging for the most appropriate activities for the individual during periods of unemployment. Alternative activities must be at least 20 hours weekly and not impose a hardship on any of the participating parties. During the pre-admission staffing, the ISP team will recommend what would be the most appropriate alternative activity for the worker when job loss occurs, the worker is on vacation, or working odd hours. It is expected that all involved will be flexible in considering such options as: submitting waiver request for OARs to allow the individual to remain in the group home without supervision, splitting the costs between the residential provider and Supported Employment provider for daytime supervision at the residence, coordinating support so that the person can temporarily remain in his/her natural home, locating volunteer

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

work, arranging for temporary placement at a Work Activity Center or Sheltered Services Program, or accessing a County sponsored day activity program. Roles will be clearly delineated during each ISP process.

In the event of successive job loss, the COUNTY agrees to arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. Provider must make every effort to successfully employ each individual. A person may be exited from a Supported Employment placement for the following reasons with a consensus decision by the ISP team:

The worker has progressed to the point that he or she is no longer in need of support services;

The worker's physical health as verified by a qualified physician precludes him or her from continued employment in a Supported Employment site;

The worker's documented behavior (chronic firing, inappropriate work habits, stealing from employers), despite reasonable remediation efforts, preclude continuation in Supported Employment;

The worker and/or guardian requests termination of Supported Employment services; and,

Other related reasons determined valid by consensus of the local team process demonstrated by appropriate documentation to the exit.

In the event of Supported Employment termination for any of the above reasons, the COUNTY may arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. In the event that Supported Employment services are terminated, it will be determined as to whether the person is appropriate for and requests other county-provided vocational services. This decision will be made in cooperation with the worker's Vocational Rehabilitation Counselor.

In the event of job loss, Supported Employment providers are expected to place individuals in new jobs within 60 days. If it appears that the individual will not be placed within this period of time, the Supported Employment provider will contact the Multnomah County Vocational Program Development Specialist to review job development

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

activities. After this contact, the Vocational Program Development Specialist may initiate a meeting(s) with the Supported Employment provider and possibly the ISP team to discuss needed action. If the agreed upon target date for re-employment is not obtained then the COUNTY reserves the right to reassign the worker and slot to another CONTRACTOR.

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

4.2.1.4 ON-GOING FOLLOW-UP

Supported Employment assumes that ongoing long term follow along will occur. For workers who are the most independent and stabilized in their jobs, a minimum of two face-to-face contacts with the worker and employer will occur per month. This amount of contact would escalate dependent on the needs of the individual and will be specifically defined and documented by the ISP team. The team might define a variable schedule of contact based on training objectives realizing that less contact will probably be required as the worker becomes more independent and stable on the job.

On a monthly basis, the Supported Work provider will complete a Worker Status Report. This report will be submitted to the Vocational Program Development Specialist by the 10th of each month. Copies of this form will be shared with the DD Case Manager and residential providers, and Vocational Rehabilitation Counselor.

CONTRACTORS providing Supported Employment services will provide each worker with a personnel policy which will cover at least the following:

Written Grievance Policy and Procedure including:

Procedure for receiving complaints or grievances from clients or others acting on their behalf and transcribing the complaint or grievance into writing, and to the satisfaction of the client;

Procedures to assure fair and impartial investigation of the facts of the complaint or grievance;

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.4 ON-GOING FOLLOW-UP (Continued)

Written description of the action taken;

Procedures for appeal of decisions to the program director, board and/or independent review body;

Documentation of each case in the individual client's records;

Disciplinary action;

Medication policy; and,

At least semi-annual job evaluations.

Contractors providing Supported Employment services will inform each worker of the following:

Job description;

Hours of work;

Rate of pay;

Benefits provided by the employment (vacation, sick leave, raise policy, insurance); and,

Effect of earnings on the worker's other income or benefits (SSI, SSA, medical, food stamps, etc.).

CONTRACTOR: MHCC

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Minahan 5-11-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary W. Smith 5/23/90
Social Services Division Director Date

By Gladys McCoy 6/21/90
Gladys McCoy Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Laurence Kressel 6-4-90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-12

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/21/90 Originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL _____

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

OTHER _____

(Purchasing, Facilities Management, etc.)

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

1990 JUN 22 PM 3:22
COUNTY CLERK
CLERK'S OFFICE

90 JUL -5 AM 8:25
ALBANY, N.Y.

90 JUL -5 AM 8:25



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

-----90/91-----

CONTRACT	FUNDING	CONTRACT	BY SVC	-----LGFS CODES-----					
CONTRACTOR	SOURCE	TOTAL	ELEMENT	FUND	AGENCY	ORG	ACTIV	OBJ	RPT C
PTLD PUBLIC SCHOOLS		\$107,262.00							
Prevention	CGF YS03		\$107,262.00	156	010	1519	YS03	6060	1509

.....



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101191 ^{FY} 90-91
Amendment # —

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>R-12 June 21, 1990</u></p>
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Contact Person Kathy Tinkle Phone 248-3691 Date 5/21/90
 Department Human Services Division Social Services Bldg/Room 160/6
 Description of Contract Annual renewal of YPO contract services budgeted for fiscal year 1990-91.

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

Contractor Name School District #1 -Portland Public Schools
 Mailing Address Grants Management
PO Box 3107/Portland 97208
 Phone 249-2000 ext. 220
 Employer ID # or SS # 93-6000830
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 107,262.00

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

REQUIRED SIGNATURES:

km Department Manager _____ Date June 7, 1990
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel [Signature] Date 6.4.90
 County Chair/Sheriff [Signature] Date 6/21/90

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1990 TO: June 30, 1991
CONTRACTOR NAME: School Dist. #1 - Multnomah County TELEPHONE: (503) 249-2000 Ext.220
Grants Management
CONTRACTOR ADDRESS: P. O. Box 3107 I.R.S. NUMBER: 93-6000830
Portland, Oregon 97208

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR in monthly allotments subject to adjustments to service elements described in the Social Services Division Subcontractors' Financial Procedures.

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Payment Terms</u>
Infant Toddler Care Center I & II	CGF	\$93,473	Monthly; 1/12th of available funds.
ITDC/II Summer Care	CGF	8,639	One-half payment July 1990; Final payment September 1990.
SKIP screenings (preschool)	CGF	5,150	Monthly; 1/12th of available funds.
Total		\$107,262	

YOUTH PROGRAM OFFICE GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement.

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

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

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

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

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

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

XIII. Audits.

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

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contracts funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

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

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIII. Amendment.

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

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

XXIV. Termination.

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

PORTLAND SCHOOL DISTRICT 1J
INFANT TODDLER CARE CENTER

I. Target Population

1. District will provide services hereinafter described to a minimum of 40 unduplicated clients by June 30, 1991.
2. Clients eligible for Contractor's services shall have the following characteristics:
 - a. They shall be the preschool-age children of at-risk female juveniles enrolled in the PPS Teen Parent Program.
 - b. They shall be residents of Multnomah County.

II. Client Services

1. District will provide:
 - a. quarterly developmental screening(s) on enrolled infants/toddlers for a total of 40 screenings;
 - b. appropriate referral of teen parent and/or child/ren to other community agencies;
 - c. scheduled participation time in the Center for teen parent to learn about child development, parenting skills, child care procedures and to observe role models for appropriate adult/child interactions.
2. District will assure provision of the following services to be delivered by its subcontractor:
 - a. two appropriately equipped CSD licensed child care facility; one at the CEG site and one at Jefferson High School. ITDC/1 (CEG) will operate on the extended school year. ITDC/2 will operate summer session 1990 and school year 1990-91.
 - b. daily activities addressing cognitive, social, emotional and physical domains and conforming to standards of developmentally appropriate practice 6 hours per day for 173 school days for a total 1038 hours;
 - c. a 1:4 staff ration in the child care facilities;
 - d. daily check-in and check-out services to encourage appropriate consumer skills for child care;
 - e. a plan for regular communication with teen parents regarding their child/ren's progress, needs;
 - f. a daily written anecdotal observation of each child in attendance at the Center.

III. Other Requirements

1. ITDC/I will maintain an average monthly classload of 20 children. ITDC/II will maintain an average monthly classload of 8 children.
2. District will fulfill Multnomah County Community Children and Youth Services Commission requirements for organizational racial/cultural diversity and service provision as identified.
3. District and Center will fully participate in outcome indicator measurement as required by County,
4. Each Center will provide the County with not less than three (3) narrative parent/child profiles in a format prescribed by the County. Profiles shall be submitted no later than 30 days following the end of the second quarter.
5. Each Center will fully participate in the collection of monitoring and evaluation information. This includes Child Tracking Form completion as well as quarterly reports due October 15, 1990; January 15, 1991; April 15, 1991 and July 15, 1991 in an agreed upon format.
6. Any requests for exceptions to any terms and conditions of this contract must be submitted in writing to the County. District shall notify the County, in writing, of any changes in program operations or staffing patterns prior to such change taking place.

SPECIAL CONDITIONS PRESCHOOL SCREENING

I. Target Population

1. Contractor will provide services hereinafter described to a minimum of 50 three-four year olds living in East County by June 30, 1991.

II. Client Services

1. Contractor will provide at a minimum one east county developmental screening for preschool age children. Components of the developmental screening shall include:
 - o health status
 - o dental status
 - o speech/language
 - o motor skill development
 - o hearing & vision screening
 - o parent information

III. Other Requirements

1. Contractor will provide the Youth Program Office with a copy of the results from the screening including number screened, problems identified by each screening component, and summary of parent surveys.

Portland Public Schools

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Michael Ramsey May 17 90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary W Smith 5/23/90
Social Services Division Director Date

By Gladys McCoy 6/21/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By [Signature] 6-4-90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-13

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

1990 JUN 21 PM 3:22
CLERK OF COUNTY OF OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL 1

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

OTHER _____

(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

CONTRACT #	CONTRACTOR	FUNDING SOURCE	-----90/91-----		-----LGFS CODES-----						
			CONTRACT TOTAL	BY SVC ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC	
PORTLAND PUBLIC SCHOOLS			\$741,250.00								
	Early Intervention	State DD 55		\$741,250.00	156	010	1240	DD55	6060	1255	



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101231 ^{FY} 90-91
Amendment # -

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <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	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED</p> <p align="center">Multnomah County Board of Commissioners</p> <p align="center">R-13 June 21, 1990</p>
---	---	---

Contact Person Kathy Tinkle Phone 248-3691 Date 5/15/90

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

Description of Contract Renewal of annual contract on developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Portland Public Schools Dist. #

Mailing Address 531 SE 14th Avenue
Portland, OR 97214

Phone 280-5840

Employer ID # or SS # 93-6000830

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 741,250.00

Payment Term

Lump Sum \$ _____

Monthly \$ Allotment

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KW Department Manager _____ Date 5/30/90

Purchasing Director
(Class II Contracts Only) _____ Date _____

County Counsel [Signature] Date 6.4.90

County Chair/Sheriff [Signature] Date 6/21/90

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

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: PORTLAND PUBLIC SCHOOLS DIST. #1
ADDRESS: 531 S.E. 14TH
PORTLAND, OR 97214

TELEPHONE: (503) 280-5840
I.R.S. NUMBER: 93-6000830

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$741,250.00	200

CONTRACT TOTAL: \$741,250.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: PORTLAND PUBLIC SCHOOLS DIST. #1

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD55 EI Early Intervention	SMHD	250	1, 19.1, 19.2, 19.2.4

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION

19.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

19.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

19.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2 MULTNOMAH COUNTY REQUIREMENTS

19.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the County Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Program Development Specialist, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County DD Program Intake Unit within 30 days of the beginning of service. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Program Development Specialist.

19.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a child is found ineligible for services by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

19.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible until they reach school-age as determined by their local school district. In Multnomah County all districts provide public education beginning on September 1 for 5-year olds of the current school year except Bonneville.

Early Intervention Preschool Services are available for eligible children who turn three years of age on or before September 1 of the current school year. Variances are made available for eligible children of parents with developmental disabilities who participate in specialized parenting services provided through County referral.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted and paid in monthly allotments. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements, payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Program Development Specialist by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization. Fiscal reporting will follow the requirements of the General Conditions of this contract. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

19.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, for 12-month contracts and September, October, November and December, for 10-month contracts.

19.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Program Development Specialist. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings shall be submitted to County Children's Case Management Supervisor.

19/3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.5.1 CPMS ENROLLMENTS & TERMINATIONS

CPMS enrollments and terminations shall be the responsibility of County. Enrollments and terminations shall be based on Enrollment Roster Data provided to the COUNTY BY CONTRACTOR.

19.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the County boundaries, the CONTRACTOR will inform the parents of the children to be served prior to placement in writing, that transportation to the program will be the parents responsibility.

19.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

19.2.3 SPECIALIZED PLACEMENTS

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children placed and served in a private preschool program by CONTRACTOR. This rate is to be negotiated within available funds to assist with tuition costs at the private preschool.

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children who require additional support to the site to enable them to participate in a classroom setting either integrated or self-contained. These children shall require support in one or more of the following areas:

- Feeding
- Moderate medical monitoring (non-independent transfer)
- Non-independent transfer
- Motor exercise
- Introduction or maintenance of augmentative communication systems
- Behavior change or maintenance

This rate is to be negotiated on an individual child basis between County Early Intervention Program Development Specialist and CONTRACTOR and will be provided within availability of funds.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2.4 TRANSITION CLASSROOM SERVICES

Transition classroom services will be provided for children who turn three after September 1 but not after April 1 of the current school year. The classroom will offer 3 days of classroom experience per week with additional in-home support as available within funding provided.

The purpose of the classroom is to offer a structured group experience where each child is familiarized with the expectations of classroom attendance as well as receives intervention strategies to address developmental concerns. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next Early Intervention Service model. Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County Children's Case Managers. Transition planning activities for each child shall include classroom teacher and staff, parents/guardian, related service personnel as appropriate, and Multnomah County Case Management Program.

Ancillary services shall be available on a consult basis provided by or arranged for by Transition Classroom staff and as governed by OAR's 309-41-245 through 309-41-250.

It is the purpose of the classroom to offer an educational experience in a group setting to enable the child to adjust to the structure of such a setting and prepare for the next environment. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next environment of full-time preschool. Related Services shall be available on a consult basis provided by or arranged for by Transition Classroom staff.

Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County children's case managers.

CONTRACTOR: *Portland Public Schools Dist. #1*

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

CONTRACTOR:
By _____
Agency Executive Director Date

MULTNOMAH COUNTY, OREGON
By *Jon Minahan* *5-11-90*
Program Manager Date

By _____
Agency Board Chairperson Date

By *Gary Smith* *5/23/90*
Social Services Division Director Date

By *Gladys McCoy* *6/21/90*
Gladys McCoy Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners
June 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *L. Kressel* *6.4.90*
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-14

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL _____

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

OTHER _____

(Purchasing, Facilities Management, etc.)

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

JUN 21 1990 12 PM 3:22
CLERK OF COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

		-----90/91-----		-----LGFS CODES-----						
CONTRACT #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
REYNOLDS SCHOOL DIST #7			\$96,000.00							
	Early Intervention	State DD 55		\$96,000.00	156	010	1256	DD55	6060	1255



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101221 ^{FY} 90-91

Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p>R-14 <u>June 21, 1990</u></p>
--	--	---

Contact Person Kathy Tinkle Phone 248-3691 Date 5/15/90

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

Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Reynolds School Dist. #7

Mailing Address 1424 NE 201st Avenue
Troutdale, OR 97060

Phone 661-7200

Employer ID # or SS # 93-600083-6

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 96,000.00

Payment Term

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

REQUIRED SIGNATURES:

KT Department Manager _____

Purchasing Director
(Class II Contracts Only) _____

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date [Signature] 5/30/90

Date _____

Date 6-4-90

Date 6/21/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: REYNOLDS SCHOOL DISTRICT #7
ADDRESS: 1424 N.E. 201ST
TROUTDALE, OR 97060

TELEPHONE: (503) 661-7200
I.R.S. NUMBER: 93-600083-6

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$96,000.00	24
CONTRACT TOTAL:			\$96,000.00	

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: REYNOLDS SCHOOL DISTRICT #7

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD55 EI Early Intervention	SMHD	24	1, 19.1, 19.2, 19.2.3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

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

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

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION

19.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

19.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

19.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2 MULTNOMAH COUNTY REQUIREMENTS

19.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the County Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Program Development Specialist, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County DD Program Intake Unit within 30 days of the beginning of service. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Program Development Specialist.

19.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a child is found ineligible for services by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

19.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible until they reach school-age as determined by their local school district. In Multnomah County all districts provide public education beginning on September 1 for 5-year olds of the current school year except Bonneville.

Early Intervention Preschool Services are available for eligible children who turn three years of age on or before September 1 of the current school year. Variances are made available for eligible children of parents with developmental disabilities who participate in specialized parenting services provided through County referral.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted and paid in monthly allotments. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements, payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Program Development Specialist by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization. Fiscal reporting will follow the requirements of the General Conditions of this contract. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

19.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, for 12-month contracts and September, October, November and December, for 10-month contracts.

19.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Program Development Specialist. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings shall be submitted to County Children's Case Management Supervisor.

19/3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.5.1 CPMS ENROLLMENTS & TERMINATIONS

CPMS enrollments and terminations shall be the responsibility of County. Enrollments and terminations shall be based on Enrollment Roster Data provided to the COUNTY BY CONTRACTOR.

19.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the County boundaries, the CONTRACTOR will inform the parents of the children to be served prior to placement in writing, that transportation to the program will be the parents responsibility.

19.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

19.2.3 SPECIALIZED PLACEMENTS

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children placed and served in a private preschool program by CONTRACTOR. This rate is to be negotiated within available funds to assist with tuition costs at the private preschool.

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children who require additional support to the site to enable them to participate in a classroom setting either integrated or self-contained. These children shall require support in one or more of the following areas:

- Feeding
- Moderate medical monitoring (non-independent transfer)
- Non-independent transfer
- Motor exercise
- Introduction or maintenance of augmentative communication systems
- Behavior change or maintenance

This rate is to be negotiated on an individual child basis between County Early Intervention Program Development Specialist and CONTRACTOR and will be provided within availability of funds.

CONTRACTOR: Reynolds School District #7

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Minchon 5-11-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary Smith 5/23/90
Social Services Division Director Date

By Gladys McCoy 6/21/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
June 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 6.4.90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-15

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

RECEIVED
 JUN 22 1990
 2 12 PM
 CLERK OF COUNTY
 OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

FY 90/91 MED Subcontract Summary

		-----90/91-----			-----LGFS CODES-----					
CONTRACT	FUNDING	CONTRACT	BY SVC	FUND	AGENCY	ORG	ACTIV	OBJECT	RepC	
CONTRACTOR	SOURCE	TOTAL	ELEMENT							
OHSU/Indochinese		\$111,879								
Community Support	State MED 23		\$111,879	156	010	1327	ME23	6060	1323	



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

FY

Contract # 10/201 90-91

MULTNOMAH COUNTY OREGON

Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-15 June 21, 1990</p>
--	--	---

Contact Person Kathy Tinkle Phone 248-3691 Date 5/16/90

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

Description of Contract Annual renewal of contract for MED services to eligible Multnomah County residents identified in FY 90-91 budget.

RFP/BID # Exemot-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU
 Mailing Address 3181 SW Sam Jackson Park Road
Portland, OR 97201
 Phone 225-8145
 Employer ID # or SS # 93-6001786-W
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 111,879.00

Payment Term

Lump Sum \$ _____

Monthly \$ Allotment

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

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

Date [Signature] 5/30/90
 Date _____
 Date 6-4-90
 Date 6/21/90

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

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1990 TO: June 30, 1991
CONTRACTOR NAME: Oregon Health Sciences University TELEPHONE: 225-8145
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road I.R.S. NUMBER: 936-001-786W
Portland, OR 97201 TITLE XIX VENDOR # 157883

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR in monthly allotments subject to adjustments to service elements described in the Social Services Division Subcontractors' Financial Procedures.

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Rate</u>	<u>Number of Units</u>
Community Support	MED 23 State	\$111,879	\$3,609	31

TITLE XIX BILLING ALLOCATION

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 115. Payments for Title XIX services will be billed to and paid by the State Adult and Family Services Division (AFSD).

<u>Service Element</u>	<u>Fund Source</u>	<u>Revenue Allocation</u>	<u>Rate</u>	<u>Number of Units</u>
Community Support	MED 23 XIX	\$137,142	\$3,609	38

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Except for claims arising in whole or in part from the negligence of the COUNTY, its employees, or its agents, the CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY from damages arising out of the tortious acts of the CONTRACTOR or its officers, agents, and employees acting within the scope of the employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

1. CONTRACTOR agrees to serve eligible clients in accordance with the program design and specifications contained in the COUNTY-approved Biennial Implementation Plan or the CONTRACTOR's proposal in response to a COUNTY RFP, whichever is the more recent.
2. Adults served under this contract are subject to the following eligibility criteria established by ORS 430.675 as Priority 1:
 - (a) At immediate risk of hospitalization for the treatment of mental or emotional disturbances, or
 - (b) In need of continuing services to avoid hospitalization, or
 - (c) Pose a hazard to the health and safety of themselves or others.
3. Continuation of funding is contingent upon submission by the CONTRACTOR and approval by the COUNTY of 6-month Program Plan Update on 1/31/91 and 7/31/91.
4. CONTRACTOR agrees to provide COUNTY with information by phone about weather/emergency closure as soon as known, and to provide with ten (10) days advance written notice information of any:
 - (a) Temporary closure of admission to any service element funded by the AGREEMENT; and
 - (b) Temporary cessations of service or closures of offices other than holidays specified in CONTRACTOR'S personnel policies.
5. CONTRACTOR agrees to participate in the COUNTY's monthly Adult Provider meetings.
6. CONTRACTOR agrees to provide COUNTY with data necessary to verify client count information and in the instance of underutilization, to take corrective action to bring utilization into contract compliance.

[6748Y-7]

SPECIAL CONDITIONS
TITLE XIX PROVIDERS

1. Title XIX reimbursed services must conform to OAR 309-16-000 through -115, "Medicaid Payment for Community Mental Health Services," and the rules applicable to each service element as specified elsewhere in this Subcontract Agency Agreement.
2. The number of clients to be served by use of Title XIX funds is in addition to clients served by other County administered funds obligated through this Subcontract Agency Agreement and as shown on the face sheet of this Subcontract Agency Agreement.
3. CONTRACTOR will send results of each 90-day Utilization Review, including a billing review, to Multnomah County Social Services Division within ten (10) days of the review.
4. CONTRACTOR agrees to submit to COUNTY by the 20th of each month a report of Title XIX Medicaid billings by service element on a form provided by COUNTY.
5. Title XIX revenue allocation may be increased via the following procedures:
 - a) CONTRACTOR will make written application to COUNTY for an amendment increasing Title XIX revenue allocation when there is evidence that the Title XIX revenue allocation will be exceeded. In order to provide match for the increased Title XIX allocation, the COUNTY may reduce other state-administered funds listed on page one (1) of this Subcontract Agency Agreement when increasing Title XIX revenue allocation. This reduction in state-administered funds will be in proportion to the prevailing General Fund Match rate at the time the amendment is processed. This reduction may be carried forward to ensuing fiscal years.
 - b) In the event that CONTRACTOR's Medicaid payments exceed the contracted allocation, COUNTY may unilaterally adjust CONTRACTOR's State General Fund allocation in order to provide sufficient Medicaid match. Monthly advances may be adjusted in anticipation of any required match adjustments.

[6748Y-10]

SPECIAL CONDITIONS
SERVICE ELEMENT MED 23 - COMMUNITY SUPPORT SERVICES (CSS)

1. CONTRACTOR agrees to provide Community Support Services in compliance with governing administrative rule OAR 309-32-310 through 309-32-430. Community Support Services include case management and one or more of the following services, as needed: outreach, medication management, daily structure and support, and employment skill development. Persons eligible for those services are chronically mentally ill as defined in OAR 309-32-315.
2. CONTRACTOR will meet the following performance requirements for this service element:
 - (a) At least 95% of persons served with contract funds meet CSS eligibility criteria as measured by CPMS MARS report 0222.
 - (b) Maintain 100% slot utilization of the contracted number of slots each month as measured by CPMS MARS report 1022.
 - (c) 100% of contracted clients will be seen at least monthly, as determined by the site review process. (The contracted number of clients served is the active caseload to be maintained at all times.)
 - (d) Maintain Certificate of Approval for this service element, as determined through the site review process.
3. CONTRACTOR will submit the following reports:
 - (a) To the State: CPMS enrollments and monthly turn-around documents for all clients; and
 - (b) To the COUNTY: Annual cost statement; Contract Performance Report (due on the 20th of each month); Title XIX Billing Report (due on the 20th of each month).
4. CONTRACTOR will participate in monthly Community Support Services coordination meetings.

[6748Y-19]

Oregon Health Sciences University

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Pat Surface 5/16/90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary W. Smith 5/23/90
Social Services Division Director Date

By Gladys McCoy 6/21/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED

Multnomah County Board
of Commissioners

June 21, 1990

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By [Signature] 6.4.90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-14

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

JUL 12 1990
CLERK OF COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

		-----90/91-----		-----LGFS CODES-----						
CONTRACT #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
	TRI MET		\$360,000.00							
	Transportation	State DD 53		\$360,000.00	156	010	1246	DD53	6060	1253



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101211 ^{FY} 90-91
Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-16 June 21, 1990</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date 5/15/90
 Department Human Services Division Social Svcs. Bldg/Room 160/6

Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Tri-Met
 Mailing Address 4012 Se 17th Av enue
Portland, OR 97202
 Phone 238-4879
 Employer ID # or SS # 93-0579353
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 360,000.00

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ Fee for services.

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

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

Date [Signature] 5/30/90
 Date _____
 Date 6-4-90
 Date 6/21/90

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

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: TRI-MET
ADDRESS: 4012 S.E. 17TH AVE.
PORTLAND, OR 97202

TELEPHONE: (503) 238-4879
I.R.S. NUMBER: 93-0579353

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD53 ET Employment Transportation	SMHD	FEE FOR SERVICE	\$360,000.00	NA

CONTRACT TOTAL: \$360,000.00

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: TRI-MET

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD53 ET Employment Transportation	SMHD	NA	1, 5.1, 5.1.2, 5.2, 5.2.1.3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

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

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

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

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

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

5 DD 53 - EMPLOYMENT TRANSPORTATION

5.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Employment Transportation provides transportation services for adults with developmental disabilities when public transportation is not available or not feasible due to the severity of the disability and transportation is required for effective participation in employment and/or other needed services such as medical/dental and community access.

5.1.2 PERFORMANCE REQUIREMENTS

100% of clients receiving assistance will be enrolled in an Activity Center Program (DD 40), Sheltered Services Program (DD 42), Supported Employment (DD 43), or a DD Residential Facility (DD 50), unless otherwise authorized in writing by the State Mental Health and Developmental Disabilities Division.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

5 DD 53 EMPLOYMENT TRANSPORTATION

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

5.2.1.1 STATEMENT OF WORK

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to Multnomah County clients as ordered by COUNTY'S Vocational Program Development Specialists

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met at least 48 hours in advance of the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and assistance to passengers to safely enter and leave Tri-Met vehicles. COUNTY shall not request rides for clients so severely disabled as to require ambulance service. The COUNTY shall be responsible for informing its clients of the scope of service to be rendered by Tri-Met under this agreement.

5.2.1.2 CONSIDERATION - BASIS FOR PAYMENT

Payment will be made monthly for individual rides upon submission of a bill using the following rates subject to deductions described below:

The cost per person per trip is determined by the distance in direct miles traveled and the grouping. The rates are:

	<u>0 - 4 miles</u>	<u>5 - 10 miles</u>	<u>Over 10 miles</u>
Individual trip	\$3.27	\$10.88	\$26.10
Group trip	\$1.64	\$ 5.44	\$13.05

The following definitions apply to the above rate structure:

Direct Miles - The distance in miles between the trip origin and the trip destination as shown on a map, or "as the crow flies."

Individual Trip - A one-way trip from one origin to one destination made by one person.

Group Trip - A one-way trip from one origin to one destination made by two or more persons and scheduled together.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

5 DD 53 EMPLOYMENT TRANSPORTATION

5.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION (Continued)

5.2.1.2 CONSIDERATION - BASIS FOR PAYMENT (Continued)

Late cancels and no-shows are considered one-fourth and one-half of a ride, respectively, for billing purposes.

Monthly bill deductions shall be calculated by CONTRACTOR on a monthly statement provided to the COUNTY as follows:

- A. 40% of the total individual rider costs for the monthly bill will be discounted.
- B. Eight dollars (\$8.00) per authorized, named rider regardless of actual rider fees collected by CONTRACTOR. CONTRACTOR is responsible for collecting these fees. Rider count will be computed by CONTRACTOR on monthly billing detail submitted by CONTRACTOR.

Tri-Met will submit a detailed monthly ridership billing statement including:

1. Summary of trips by charge code for each month.
2. Summary of trips by purpose.

COUNTY will pay actual rider costs after the deductions have been applied.

5.2.1.3 SUBCONTRACTS

Tri-Met may enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY. Any subcontracts entered into will not terminate the legal responsibility of Tri-Met to COUNTY.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

5 DD 53 EMPLOYMENT TRANSPORTATION

5.2.2 DOOR-TO-DOOR TRANSPORTATION - NON TRI-MET

- 5.2.2.1 SCOPE OF SERVICE

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

This transportation might involve individuals independently transporting to and from a central "pick up" location from residence to work and return in a timely manner.

CONTRACTOR will assess all riders to determine capability for being independently mobility trained in preparation for annual ISP.

CONTRACTOR agrees to collect \$8 per rider per month to offset cost of transportation.

If an entire work crew site is changed, CONTRACTOR and COUNTY will renegotiate the contract regarding decreased or increased cost to the new location or based upon changes in actual miles traveled, portal to portal.

CONTRACTOR will submit to Vocational Program Development Specialist an invoice by the 10th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such invoice. Invoice shall include name, dates of service and rates. (Copy Attached).

5.2.2.2 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 1990 and ordered by COUNTY Vocational Program Development Specialist.

5.2.2.3 SUBCONTRACTS

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

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

5 DD 53 EMPLOYMENT TRANSPORTATION

5.2.3 TAXI SERVICES

5.2.3.1 SERVICES

CONTRACTOR's services under this Agreement shall consist of the following:

Provision of door-to-door transportation services from the client's home to their work place and return.

Only those rides ordered by a designated representative of COUNTY will be paid for.

CONTRACTOR agrees to cooperate with COUNTY in grouping the rides so that the maximum number of people may ride for the least amount of money.

5.2.3.2. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

5.2.3.3 COMPENSATION

COUNTY agrees to compensate CONTRACTOR at the rate of \$2.70 for the first mile, \$1.40 for each additional mile and \$15 per hour for any waiting time.

CONTRACTOR shall submit monthly billings to COUNTY together with slips for each trip billed indicating date, beginning and ending destinations, number of miles, waiting time (if any), amount charged for each trip and any other appropriate information.

CONTRACTOR and COUNTY shall renegotiate the rates in Item 1 in the event that the City approves proposed increase in rates.

COUNTY shall pay CONTRACTOR promptly in response to CONTRACTOR's itemized billing(s).

COUNTY certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

5 DD 53 EMPLOYMENT TRANSPORTATION

5.3 PROVIDER SUPPORTED EMPLOYMENT TRANSPORTATION

5.3.1 SERVICES

CONTRACTOR'S services under this agreement shall consist of the following:

Support the arranged use of public transportation from the worker(s) home to place of work and return.

CONTRACTOR shall coordinate the use of public transportation with the worker(s) residential providers and provide the necessary training and monitoring to the worker(s) so that the use of public transportation is successful.

CONTRACTOR agrees to purchase "Star Cards" for the worker(s), monthly, until such time that the CONTRACTOR is no longer responsible and the contract is terminated.

Only those rides for worker(s) ordered by the COUNTY Vocational Specialist will be paid for.

5.3.2 COMPENSATION

COUNTY agrees to compensate CONTRACTOR at the contracted rate for each agreed upon month CONTRACTOR provides intensive supported transportation services to each worker(s).

COUNTY agrees to compensate CONTRACTOR at the contracted rate for each month each worker(s) is using supported transportation provided the proper invoices are submitted to the COUNTY as outlined in section 5.2.3.1.

CONTRACTOR: *Tri-Met*

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By *Tom Minchen* *5-11-90*
Program Manager Date

By _____
Agency Board Chairperson Date

By *Gary Womith* *5/23/90*
Social Services Division Director Date

By *Gladys McCoy* *6/21/90*
Gladys McCoy Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *[Signature]* *6-9-90*
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-17

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

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

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

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.
6/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

- General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

CLERK OF COUNTY
JUN 21 1990
12 PM 3:22
CLERK OF COUNTY



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

CONTRACT D #	CONTRACTOR	FUNDING SOURCE	-----90/91-----		-----LBFS CODES-----					
			CONTRACT TOTAL	BY SVC ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
PORTLAND EMPL PROGRAM (PCC)			\$149,981.40							
	Activity Center	State DD 40		\$6,181.92	156	010	1258	DD40	6060	1240
	Sheltered Services	State DD 42		\$4,426.68	156	010	1258	DD42	6060	1242
	Supported Employment	State DD 43		\$139,372.80	156	010	1258	DD43	6060	1243



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 101241 ^{FY} 90-91
Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-17 June 21, 1990</p>
--	--	---

Contact Person Kathy Tinkle Phone 248-3691 Date 5/14/90
 Department Human Services Division Social Services Bldg/Room 160/6
 Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Portland Employment Project-PCC
 Mailing Address 12000 SW 49th Avenue
Portland, OR 97219
 Phone 244-6111
 Employer ID # or SS # 93-0575187
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 149,981.40

DD40 Exempt 6/1/87-6/30/94 ORS 279.089
 DD42 Exempt IGA
 DD43 Exempt 12/1/87-12/18/92

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

REQUIRED SIGNATURES:

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

Date 5/30/90
 Date _____
 Date 6-4-90
 Date 6/21/90

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

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: PORTLAND EMPLOYMENT PROJECT - PCC
ADDRESS: 12000 S.W. 49TH
PORTLAND, OR 97219

TELEPHONE: (503) 244-6111
I.R.S. NUMBER: 93-0575187

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$6,181.92	1
DD42 SSP Sheltered Services Program	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$4,426.68	1
DD43 SEP Supported Employment Program	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$139,372.80	28

CONTRACT TOTAL: \$149,981.40

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to defend, indemnify and hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

CONTRACTOR shall give COUNTY immediate notice in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. amounts of client service contributions for MED and DD residential facilities;

3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due December 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: PORTLAND EMPLOYMENT PROJECT - PCC

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	1	1, 2
DD42 SSP Sheltered Services Program	SMHD	1	1, 3
DD43 SEP Supported Employment Program	SMHD	28	1, 4

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY DD Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY DD Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in two days of planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1990 to the COUNTY Vocational Program Development Specialist. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide the Developmental Disabilities Program with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any Deficiencies or areas of Correction identified by State Mental Health and Developmental Disabilities Division Licensing or Approval Site Reviews, or COUNTY contract monitoring activities.

DEADLINE: 30 calendar days after on-site exit meeting, identifying Deficiencies or Areas of Correction.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division Developmental Disabilities Program Vocational Program Development Specialist of impending vacancies. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

CONTRACTORS providing services shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R. DD 40 funding used for supported employment slots will follow DD 43 contract conditions.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S DD Program. The Vocational Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services shall obtain approval from the COUNTY'S Developmental Disabilities Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

- CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation.

CONTRACTORS will submit to the Vocational Program Development Specialist the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health and Developmental Disabilities Division Licensing Review.

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS

The CONTRACTOR may expend DD 40 funds to provide alternative vocational services based on the following:

- A. The client is of retirement age.
- B. Client choice of alternatives.
- C. Client's medical condition.
- D. Temporary job loss.
- E. Documented potential for loss of medical benefits if employed in a DD 40 slot.
- F. Severe physical limitation for which job site may not be modified to accommodate.
- G. Behavior problems rendering employment unfeasible only after extensive evaluation of the situation has occurred and the ISP team concurs that employment is not appropriate.
- H. Approval by the COUNTY based on other factors.

If alternative vocational services are provided with DD 40 funds, the CONTRACTOR must:

- A. Document as initial assessment and annual review of the continued alternative services based on the factors above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS (Continued)

- - B. Provide a minimum of 25 hours per week of day habilitative services to such individuals, including access to as much community based employment as is appropriate, based on the ISP.

- C. Request all necessary variances to Oregon Administrative Rules governing Activity Centers, and renew those requests annually if alternative services continued to be provided.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

3 DD 42 -SHELTERED SERVICES PROGRAM

3.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

Sheltered Services Programs provide long-term sheltered employment services to severely disabled individuals with developmental disabilities. The program is responsible for providing vocationally-oriented services to eligible clients. Services shall include actual work, vocational training, and/or training in a variety of other areas deemed necessary for the client to develop greater levels of productivity and independence in vocational areas.

This service is regulated by: 582-10-010 through 025.

3.1.2 PERFORMANCE REQUIREMENTS

Program will comply with administrative rules and current VRD Guideline for Sheltered Services Program.

The COUNTY's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1990 to the Vocational Program Development Specialist. The goal of 50 per cent conversion is a county-wide target.

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation.

3.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in Financial Procedures Manual.

3.1.4 PAYMENT PROCEDURES

Payment is based on a rate per day of service received, except that cumulative payments may not exceed the total annual contract amount.

Funds will be disbursed through monthly allotments which may be adjusted periodically by DIVISION to reflect services actually received by clients as reported in the Client Process Monitoring System.(CPMS).

Final payment will reconcile any discrepancies between CPMS reports and payments which may have occurred during the year.

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MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

3 DD 42 -SHELTERED SERVICES PROGRAM

3.2 MULTNOMAH COUNTY REQUIREMENTS

3.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division Developmental Disabilities Program Vocational Program Development Specialist of impending vacancies. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

CONTRACTORS providing services shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R. DD 40 funding used for supported employment slots will follow DD 43 contract conditions.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S Developmental Disabilities Program. The Vocational Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services shall obtain approval from the COUNTY'S Developmental Disabilities Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

CONTRACTOR of vocational services developed for individuals to be discharged from State Training Centers will work to productively occupy (i.e., assessment, evaluation, community integration, job search, work, etc.) these individuals for a minimum of five hours per day, five days

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

3 DD 42 -SHELTERED SERVICES PROGRAM (Continued)

3.2.1 VOCATIONAL SERVICES (Continued)

per week during each person's trial visit period. If the CONTRACTOR is unable to satisfy this provision, the CONTRACTOR agrees to negotiate with the residential agency, with the involvement of the COUNTY to develop an alternative for the individual.

CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation.

CONTRACTORS will submit to the Vocational Program Development Specialist the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

CONTRACTOR will adhere to the COUNTY'S critical incident reporting guidelines.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health and Developmental Disabilities Division Licensing Review.

3.2.2 ALTERNATIVE VOCATIONAL PROGRAMS

The CONTRACTOR may expend DD 42 funds to provide alternative vocational services based on the following:

- A. The client is of retirement age.
- B. Client choice of alternatives.
- C. Client's medical condition.
- D. Temporary job loss.
- E. Documented potential for loss of medical benefits if employed in a DD 42 slot.
- F. Severe physical limitation for which job site may not be modified to accommodate.
- G. Behavior problems rendering employment unfeasible only after extensive evaluation of the situation has occurred and the ISP team concurs that employment is not appropriate.
- H. Approval by the COUNTY based on other factors.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

3 DD 42 -SHELTERED SERVICES PROGRAM (Continued)

3.2.2 ALTERNATIVE VOCATIONAL PROGRAMS (Continued)

- If alternative vocational services are provided with DD 42 funds,
the CONTRACTOR must:

- A. Document as initial assessment and annual review of the continued alternative services based on the factors above.
- B. Provide a minimum of 25 hours per week of day habilitative services to such individuals, including access to as much community based employment as is appropriate, based on the ISP.
- C. Request all necessary variances to Oregon Administrative Rules governing Activity Centers, and renew those requests annually if alternative services continued to be provided.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT

4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

4.1.1 SERVICE DESCRIPTION

Supported Work programs provide long-term, individualized support to severely disabled DD persons in employment settings. Using a variety of employment models, including work crews, enclaves in industry, and individual supported jobs, DD clients will be employed a minimum of 20 hours per week in work sites with no more than seven other disabled workers. Employment sites must provide significant contact with non-disabled persons and maximize opportunities for productivity, integration, and independence. Additional support services may include time-limited job procurement and reasonable interim job-find services in case of job loss.

Service emphasizes an integrated employment setting for adults who are developmentally disabled. Models of service include, but are not limited to, the following:

ENCLAVE The enclave model is a small group of individuals with disabilities who work and are supervised in an industry or business employing the non-disabled. Typically up to 8 workers with disabilities will work on a manufacturing line managed by specially trained supervisors. Enclave units are expected to meet production schedules and ensure the same high quality production as other units employing non-disabled workers. Physical and social integration occurs as a natural part of the daily operation.

SUPPORTED JOB MODEL The supported job model provides individuals with regular community jobs and provides the necessary support on the work site for an individual to learn and perform the work. This model differs from the enclave in that single individuals work at single job sites, supervising and training are faded back to the minimum necessary requirements. Basic supports to maintain that person in this employment setting are provided on a long-term basis.

CREW MODEL The crew model is based on a small business, employing 3 to 5 disabled workers and a supervisor. This group contracts with businesses in the community to do work such as window washing, building maintenance, groundskeeping, etc. The crew model works a variety of small, limited duration contracts and blends them into reasonable, wage-generating work. Integration may be enhanced by employing a number of non-disabled co-workers on the crew.

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.1 SERVICE DESCRIPTION (Continued)

This service is regulated by OAR 309-47-040 (planning and assessment); 309-47-045 (training and services); and 309-47-030 (5, 6, 8, 9) (admission and exit staffings).

4.1.2 PERFORMANCE REQUIREMENTS

100% clients must be eligible for Developmental Disabilities services.

The work/employment services are provided at a work site other than a traditional work activity center facility or sheltered workshop. Services are provided during job find, throughout employment, and between jobs as needed. Minimum of 20 hours paid work per week.

There will be no more than eight (8) persons with disabilities working at a job site.

Workers must have reasonable opportunities to interact with non-handicapped peers (not paid service providers).

The work performed must be paid in the form of wages. Sub-minimum wages are acceptable within the limitations of the requirements of state and federal statutes.

High School Transition persons must be from a special education program (eligible for DD services), 21 years of age, and have participated in an employment transition program through the school program.

4.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in the Financial Procedures Manual.

DD 40 funding used for supported employment slots will follow DD 43 contract conditions. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

4.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each eligible client enrolled in the service, except that cumulative payments may not exceed the total annual Contract amount.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 -SUPPORTED EMPLOYMENT(Continued)

4.1.4 PAYMENT PROCEDURES (Continued)

- Funds will be disbursed through monthly allotments which will be adjusted periodically by DIVISION to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year. Provider and Vocational Program Development Specialist will work together to resolve discrepancies in utilization data.

4.2 MULTNOMAH COUNTY REQUIREMENTS

4.2.1 SUPPORTED EMPLOYMENT STANDARDS

4.2.1.1 ADMISSION AND EXIT OF CLIENTS

Prior to admission of a person to a Supported Employment program, a pre-admission staffing shall be held. Participants invited to this staffing by the case manager, shall include, but not be limited to:

The referred person

The person's guardian, if any; and the parents, advocate, guardian, and/or other family members, as approved by the person;

The case manager;

A representative of the Supported Employment program; and

Representatives of other agencies providing services to the client; this may include the Vocational Rehabilitation Counselor.

The case manager shall assure that major findings of the pre-admission staffing shall be recorded in writing and be part of the person's Supported Employment program file. These written findings shall include at minimum:

List of participants at the pre-admission staffing;

Documentation of the person's eligibility for Supported Employment;

Documentation of the current physical condition and limitations of the person; and,

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.1 ADMISSION AND EXIT OF CLIENTS (Continued)

Documentation of current medications;

Documentation that the person and parent/guardian/advocate have been informed as to the program's philosophy, policies and procedures, and description of client services;

Documentation that the Supported Employment provider has fully explained the effect of wages on benefits (such as SSI, Social Security or a combination). This explanation will address associated risks and benefits; and,

Documentation of discussion regarding who will assist the client to report earnings to Social Security Administration.

Each client considered for exit shall have a pre-exit staffing. Participants invited to the pre-exit staffing shall include the same persons identified in subsection 4.2.1.1 of this requirement.

The findings of the pre-exit staffing shall be recorded in writing and be a part of the client file. These written findings shall include at minimum:

List of participants at the pre-exit staffing;

Documentation of the proposed reason for exit of the client;

A written exit plan to include proposed client services, schedule for follow-up by the Supported Employment program if appropriate, and contact persons of agencies involved in proposed client services and follow-up; and,

Signed client release forms for purposes of sharing Supported Employment client program information with proposed service providers.

4.2.1.2 CLIENT ASSESSMENT AND PLANNING

The Supported Employment provider will provide to the COUNTY Case Manager a completed formalized assessment for each worker for use in the development of the ISP within 60 days of admission to the program. Formal assessment(s) will be completed thereafter on an annual basis prior to the annual ISP. This formalized assessment will determine progress and identify any training needs which should be addressed in the coming year. This assessment will include the following domains:

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

- general and specific work abilities;
- work interests;
- work history (for the initial assessment only);
- attitudes and adaptability needed for employment;
- task performance and proficiency levels;
- the need or potential success of utilizing adaptive equipment;
- work habits such as punctuality, attendance, etc.; and,
- copy of last completed time study if earning less than industry standard wage.

This assessment will replace the CER.

The results of this assessment, review of pre-entry staffing information, and consultation with the client, parent/guardian/advocate, case manager, other service providers, and program staff, shall be used to develop an individualized support plan for each client. The Individual Support Plan shall be developed by this team and include at least the following information:

Measurable long-term goals and short-term (one year or less) training objectives for each area included in the client's individual support plan;

Description of the methods to be used in achieving the objectives and measuring progress;

Identification of persons or agency responsible for the implementation of each portion of the plan;

Provisions for reviewing the individual support plan at least semiannually with written statements regarding the progress, effectiveness and appropriateness of the plan. Supported Employment providers are required to complete initial and annual ISPs. Supported Employment providers are responsible for developing proposed goals, objectives and methods prior to the ISP meeting for consideration by the ISP team. As workers become stabilized in jobs there may no longer be a need for vocational training objectives. At this point, objectives will be developed which address maintenance (which might include ongoing follow along and whatever supports are necessary to assure stability).

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.2 CLIENT ASSESSMENT AND PLANNING (Continued)

-- Even though a worker may be stabilized on the job, the Supported Employment provider, as an ISP team member, would work with the team to identify and address services or objectives to meet needs in other areas of the individual's life. (This might include social needs at work or home, medical needs, etc.)

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation;

The individual support plan shall be included in the client's individual file, with appropriate documentation that the plan has been implemented as designed or reviewed. This shall include individual client objectives for periods of unemployment.

The Supported Employment provider is responsible for maintaining data to measure and document progress toward objectives. The provider will summarize the data and report progress, effectiveness and appropriateness of the plan at least semiannually to the DD Case Manager.

4.2.1.3 TRAINING AND SERVICES

Services for workers in Supported Employment programs shall:

Provide training and support services as specified in each workers annual individual support plan;

Use age-appropriate and professionally accepted materials and techniques;

Utilize community-based resources and/or other environments when available and appropriate; and,

Provide opportunities for workers to participate in activities with non-handicapped peers to the maximum extent possible.

The use of aversive techniques with any worker shall be described fully in writing and shall:

Be included in the individual worker's record;

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

Emphasize the development of a desirable alternative behavior;

Document that the worker, parent/guardian/advocate, and case manager are fully aware of the program;

Use the least intrusive or aversive intervention possible; and,

Assure that none of the following will be used:

Physical punishment;

Seclusion in a locked room;

Direct or implied threats of physical harm, ridicule, or humiliation;

Physical restraints, or inappropriate medication;

Withholding of meals, medication, or physical aide;

Discipline or punishment of one worker by another; and

Excessive threats of termination of Supported Employment services to the worker.

Be evaluated, including collection and timely review of specific data on the progress, effectiveness, and appropriateness of procedures.

In the event of job loss, the Supported Employment provider has the lead in determining and arranging for the most appropriate activities for the individual during periods of unemployment. Alternative activities must be at least 20 hours weekly and not impose a hardship on any of the participating parties. During the pre-admission staffing, the ISP team will recommend what would be the most appropriate alternative activity for the worker when job loss occurs, the worker is on vacation, or working odd hours. It is expected that all involved will be flexible in considering such options as: submitting waiver request for OARs to allow the individual to remain in the group home without supervision, splitting the costs between the residential provider and Supported Employment provider for daytime supervision at the residence, coordinating support so that the person can temporarily remain in his/her natural home, locating volunteer

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

work, arranging for temporary placement at a Work Activity Center or Sheltered Services Program, or accessing a County sponsored day activity program. Roles will be clearly delineated during each ISP process.

In the event of successive job loss, the COUNTY agrees to arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. Provider must make every effort to successfully employ each individual. A person may be exited from a Supported Employment placement for the following reasons with a consensus decision by the ISP team:

The worker has progressed to the point that he or she is no longer in need of support services;

The worker's physical health as verified by a qualified physician precludes him or her from continued employment in a Supported Employment site;

The worker's documented behavior (chronic firing, inappropriate work habits, stealing from employers), despite reasonable remediation efforts, preclude continuation in Supported Employment;

The worker and/or guardian requests termination of Supported Employment services; and,

Other related reasons determined valid by consensus of the local team process demonstrated by appropriate documentation to the exit.

In the event of Supported Employment termination for any of the above reasons, the COUNTY may arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. In the event that Supported Employment services are terminated, it will be determined as to whether the person is appropriate for and requests other county-provided vocational services. This decision will be made in cooperation with the worker's Vocational Rehabilitation Counselor.

In the event of job loss, Supported Employment providers are expected to place individuals in new jobs within 60 days. If it appears that the individual will not be placed within this period of time, the Supported Employment provider will contact the Multnomah County Vocational Program Development Specialist to review job development

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

activities. After this contact, the Vocational Program Development Specialist may initiate a meeting(s) with the Supported Employment provider and possibly the ISP team to discuss needed action. If the agreed upon target date for re-employment is not obtained then the COUNTY reserves the right to reassign the worker and slot to another CONTRACTOR.

In the case of new slots that are to be phased in, the County will phase-in the new slot only when 75% or more of the present slot individuals are employed under the contract standards for supported employment.

4.2.1.4 ON-GOING FOLLOW-UP

Supported Employment assumes that ongoing long term follow along will occur. For workers who are the most independent and stabilized in their jobs, a minimum of two face-to-face contacts with the worker and employer will occur per month. This amount of contact would escalate dependent on the needs of the individual and will be specifically defined and documented by the ISP team. The team might define a variable schedule of contact based on training objectives realizing that less contact will probably be required as the worker becomes more independent and stable on the job.

On a monthly basis, the Supported Work provider will complete a Worker Status Report. This report will be submitted to the Vocational Program Development Specialist by the 10th of each month. Copies of this form will be shared with the DD Case Manager and residential providers, and Vocational Rehabilitation Counselor.

CONTRACTORS providing Supported Employment services will provide each worker with a personnel policy which will cover at least the following:

Written Grievance Policy and Procedure including:

Procedure for receiving complaints or grievances from clients or others acting on their behalf and transcribing the complaint or grievance into writing, and to the satisfaction of the client;

Procedures to assure fair and impartial investigation of the facts of the complaint or grievance;

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.4 ON-GOING FOLLOW-UP (Continued)

Written description of the action taken;

Procedures for appeal of decisions to the program director, board and/or independent review body;

Documentation of each case in the individual client's records;

Disciplinary action;

Medication policy; and,

At least semi-annual job evaluations.

Contractors providing Supported Employment services will inform each worker of the following:

Job description;

Hours of work;

Rate of pay;

Benefits provided by the employment (vacation, sick leave, raise policy, insurance); and,

Effect of earnings on the worker's other income or benefits (SSI, SSA, medical, food stamps, etc.).

CONTRACTOR: Portland Employment Project - PCC

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Munshan 5-11-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Harry W. Smith 5/23/90
Social Services Division Date
Director

By Gladys McCoy 6/24/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 6-4-90
Date

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date JUN 21 1990

Agenda No. R-1B

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

0/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

RECEIVED
 JUN 21 1990
 PM 3:22
 CLERK OF COUNTY
 CLERK

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

		-----90/91-----		-----LGFS CODES-----						
CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
PORTLAND PARKS & RECREATION			\$18,790.80							
	Activity Center	State DD 40		\$18,790.80	156	010	1239	DD40	6060	1240



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 101251 ^{FY} 90-91
Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p>R-18 June 21, 1990</p>
---	---	---

Contact Person Kathy Tinkle Phone 248-3691 Date 5/15/90

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renewal of annual contract on developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland-Parks & Rec.

Mailing Address 426 NE 12th Avenue
Portland, OR 97232

Phone 248-4328

Employer ID # or SS # 93-6002236

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 18,790.80

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Payment Term

Lump Sum \$ _____

Monthly \$ Allotment

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Date 5/30/90

Date _____

Date 6.4.90

Date 6/21/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.			Please see attached.								
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: CITY OF PORTLAND PARKS & RECREATION
ADDRESS: 426 N.E. 12TH
PORTLAND, OR 97232

TELEPHONE: (503) 248-4328
I.R.S. NUMBER: 93-6002236

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR as per the General and Special Conditions attached hereto.

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$18,790.80	5
CONTRACT TOTAL:			\$18,790.80	

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to defend, indemnify and hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

CONTRACTOR shall give COUNTY immediate notice in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2), v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. amounts of client service contributions for MED and DD residential facilities;

3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due December 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;
2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.
3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.
4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: CITY OF PORTLAND PARKS & RECREATION

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	5	1, 2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY DD Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY DD Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in two days of planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1990 to the COUNTY Vocational Program Development Specialist. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide the Developmental Disabilities Program with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any Deficiencies or areas of Correction identified by State Mental Health and Developmental Disabilities Division Licensing or Approval Site Reviews, or COUNTY contract monitoring activities.

DEADLINE: 30 calendar days after on-site exit meeting, identifying Deficiencies or Areas of Correction.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division Developmental Disabilities Program Vocational Program Development Specialist of impending vacancies. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

CONTRACTORS providing services shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R. DD 40 funding used for supported employment slots will follow DD 43 contract conditions.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S DD Program. The Vocational Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services shall obtain approval from the COUNTY'S Developmental Disabilities Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

- CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation.

CONTRACTORS will submit to the Vocational Program Development Specialist the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health and Developmental Disabilities Division Licensing Review.

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS

The CONTRACTOR may expend DD 40 funds to provide alternative vocational services based on the following:

- A. The client is of retirement age.
- B. Client choice of alternatives.
- C. Client's medical condition.
- D. Temporary job loss.
- E. Documented potential for loss of medical benefits if employed in a DD 40 slot.
- F. Severe physical limitation for which job site may not be modified to accommodate.
- G. Behavior problems rendering employment unfeasible only after extensive evaluation of the situation has occurred and the ISP team concurs that employment is not appropriate.
- H. Approval by the COUNTY based on other factors.

If alternative vocational services are provided with DD 40 funds, the CONTRACTOR must:

- A. Document as initial assessment and annual review of the continued alternative services based on the factors above.

2/3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS (Continued)

- - - B. Provide a minimum of 25 hours per week of day habilitative services to such individuals, including access to as much community based employment as is appropriate, based on the ISP.

- C. Request all necessary variances to Oregon Administrative Rules governing Activity Centers, and renew those requests annually if alternative services continued to be provided.

CONTRACTOR: Portland Parks & Recreation

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Mindon 5-11-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary W. Smith 5/23/90
Social Services Division Date
Director

By Gladys McCoy 6/21/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 6-4-90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-19

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

*1990 JUN 22 PM 8:22
COUNTY CLERK*

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

		-----90/91-----			-----LGFS CODES-----				
CONTRACT	FUNDING	CONTRACT	BY SVC	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
D #	SOURCE	TOTAL	ELEMENT						
DHSU: CHILDREN'S PSYCH DAY TREATMENT		\$8,000.00							
Early Intervention	State DD 55		\$8,000.00	156	010	1255	DD55	6060	1255



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 101261 ^{FY} 90-91
Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input checked="" type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p>R-19 June 21, 1990</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date 5/14/90
 Department Human Services Division Social Services Bldg/Room 160/6
 Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU-Children's Psychiatric Day Treatment
 Mailing Address 9806 SW Boones Ferry Road
Portland, OR 97219
 Phone 225-8068
 Employer ID # or SS # 93-6001786
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 3,000.00

Payment Term

Lump Sum \$ _____

Monthly \$ ~~XXXXXX~~ Allotment

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 5/30/90

Date _____

Date 6.4.90

Date 6/21/90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.			Please see attached.								
02.											
03.											

MULTNOMAH COUNTY
 SOCIAL SERVICES DIVISION
 SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: CHILDREN'S PSYCHIATRIC DAY TREATMENT - ^{OHSU} TELEPHONE: (503) 225-8068
 ADDRESS: 9806 SW BOONES FERRY RD I.R.S. NUMBER: 93-6001786
PORTLAND, OR 97219

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service elements(s) listed below. COUNTY agrees to pay the CONTRACTOR as per the General and Special Conditions attached hereto.

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$8,000.00	2
CONTRACT TOTAL:			\$8,000.00	

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to defend, indemnify and hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

CONTRACTOR shall give COUNTY immediate notice in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. amounts of client service contributions for MED and DD residential facilities;

3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due December 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: CHILDREN'S PSYCHIATRIC DAY TREATMENT - OHSU

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD55 EI Early Intervention	SMHD	2	1, 19.1, 19.2, 19.2.2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY DD Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY DD Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in two days of planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

1/1

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION

19.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

19.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

19.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2 MULTNOMAH COUNTY REQUIREMENTS

19.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the County Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Program Development Specialist, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County DD Program Intake Unit within 30 days of the beginning of service. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Program Development Specialist.

19.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a child is found ineligible for services by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

19.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible until they reach school-age as determined by their local school district. In Multnomah County all districts provide public education beginning on September 1 for 5-year olds of the current school year except Bonneville.

Early Intervention Preschool Services are available for eligible children who turn three years of age on or before September 1 of the current school year. Variances are made available for eligible children of parents with developmental disabilities who participate in specialized parenting services provided through County referral.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted and paid in monthly allotments. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements, payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Program Development Specialist by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization. Fiscal reporting will follow the requirements of the General Conditions of this contract. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

19.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, for 12-month contracts and September, October, November and December, for 10-month contracts.

19.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Program Development Specialist. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings shall be submitted to County Children's Case Management Supervisor.

19/3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.5.1 CPMS ENROLLMENTS & TERMINATIONS

CPMS enrollments and terminations shall be the responsibility of County. Enrollments and terminations shall be based on Enrollment Roster Data provided to the COUNTY BY CONTRACTOR.

19.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the County boundaries, the CONTRACTOR will inform the parents of the children to be served prior to placement in writing, that transportation to the program will be the parents responsibility.

19.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

19.2.3 SPECIALIZED PLACEMENTS

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children placed and served in a private preschool program by CONTRACTOR. This rate is to be negotiated within available funds to assist with tuition costs at the private preschool.

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children who require additional support to the site to enable them to participate in a classroom setting either integrated or self-contained. These children shall require support in one or more of the following areas:

- Feeding
- Moderate medical monitoring (non-independent transfer)
- Non-independent transfer
- Motor exercise
- Introduction or maintenance of augmentative communication systems
- Behavior change or maintenance

This rate is to be negotiated on an individual child basis between County Early Intervention Program Development Specialist and CONTRACTOR and will be provided within availability of funds.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2.4 TRANSITION CLASSROOM SERVICES

Transition classroom services will be provided for children who turn three after September 1 but not after April 1 of the current school year. The classroom will offer 3 days of classroom experience per week with additional in-home support as available within funding provided.

The purpose of the classroom is to offer a structured group experience where each child is familiarized with the expectations of classroom attendance as well as receives intervention strategies to address developmental concerns. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next Early Intervention Service model. Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County Children's Case Managers. Transition planning activities for each child shall include classroom teacher and staff, parents/guardian, related service personnel as appropriate, and Multnomah County Case Management Program.

Ancillary services shall be available on a consult basis provided by or arranged for by Transition Classroom staff and as governed by OAR's 309-41-245 through 309-41-250.

It is the purpose of the classroom to offer an educational experience in a group setting to enable the child to adjust to the structure of such a setting and prepare for the next environment. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next environment of full-time preschool. Related Services shall be available on a consult basis provided by or arranged for by Transition Classroom staff.

Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County children's case managers.

CONTRACTOR: OHSU Children's Psychiatric Day Trtmt.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:
By _____
Agency Executive Director Date

MULTNOMAH COUNTY, OREGON
By Tom Minahan 5-11-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary W. Smith 5/23/90
Social Services Division Director Date

By Gladys McCoy 6/4/90
Gladys McCoy Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 6.4.90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-20

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

6/22/90 Originals to Kathy Tinkle

Please see attached listing for more details.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

*1990 JUN 21 8 42 AM
CLERK OF COUNTY*

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

Services funded by the County are receiving a 3% cost of living adjustment for FY 90-91; State-funded services will be receiving a 4% increase. Funds are identified in the 90-91 program contracts budget requests.

Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
OHSU-Children's Psych. Day Treat	\$ 8,000.00	Early Intervention
City of Portland Parks & Rec.	\$ 18,790.80	Work Activity Ctr.
Portland Employment Project-PCC	\$149,981.40	Work Activity Ctr. Sheltered Services Supported Employment
Portland Public Schools	\$741,250.00	Early Intervention
Reynolds	\$ 96,000.00	Early Intervention
Tri-Met	\$360,000.00	Transportation Svc.
<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 101271 ^{FY} 90-91

Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-20 June 21, 1990</p>
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Contact Person Kathy Tinkie Phone 248-3691 Date 5/14/90

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name University Hospital-OHSU

Mailing Address 3181 Sam Jackson Park Road
Portland, Or 97201

Phone 279-8548

Employer ID # or SS # 93-6001786

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 5,000.00 Requirements Requirements Not to Exceed \$ 5,000.-

REQUIRED SIGNATURES:

^{KM} Department Manager [Signature]

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ Fee for services.

Requirements contract - Requisition required.

Purchase Order No. _____

Date 5/30/90

Date _____

Date 6-4-90

Date 6/21/90

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	Please see attached.										
02.	156	010	1220		DD-64	6060		1209		Requirements	
03.	156	010	1220		DD-64	6060		1255		Requirements	

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and UNIVERSITY HOSPITAL OF THE OREGON HEALTH SCIENCES UNIVERSITY (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's Social Services Division and Developmental Disabilities Program requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those 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:

1. Term.

The term of this Agreement shall be from July 1, 1990, to and including June 30, 1991, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

Special Conditions: 23.1.1.E
23.1.2
Attachment I.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR \$5,000 for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

See attached portion of Special Conditions

In no event shall the compensation of CONTRACTOR exceed a total of \$5,000. COUNTY shall pay CONTRACTOR promptly in response to CONTRACTOR's itemized billing(s).

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

9. Work is Property of County.

All work performed by CONTRACTOR under this Agreement shall be the property of COUNTY.

10. Adherence to Law.

A. CONTRACTOR 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. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR 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." CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. 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 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 Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

23. DIAGNOSIS AND EVALUATION SERVICES (Continued)

23.1.1.E. SERVICES - PSYCHIATRISTS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by the D & E program on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per client basis. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those identified as Multnomah County or D&E, Contractor will submit a detailed bill to:

Diagnosis and Evaluation Program
Multnomah County Social Services Division
426 S.W. Stark, 5th Floor
Portland OR 97204

For those identified as Adult & Family Services (AFS):

The DD Program will secure prior authorization from AFS. The CONTRACTOR will complete a HCFA-1500 or UB82 form and submit it for payment to:

Adult and Family Services
P.O. Box 14955
Salem OR 97309

23.1.2 SCHEDULE OF PAYMENT FOR DIAGNOSTIC AND EVALUATION SERVICES

All fees for services rendered, regardless of payment source, shall follow and not exceed the guidelines set forth by Oregon State Adult and Family Services Division.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

23. DIAGNOSIS AND EVALUATION SERVICES (Continued)

23.1.2 SCHEDULE OF PAYMENT FOR DIAGNOSTIC AND EVALUATION SERVICES

All fees for services rendered, regardless of payment source, shall follow and not exceed the guidelines set forth by Oregon State Adult and Family Services Division.

MULTINOMAH COUNTY
 SOCIAL SERVICES DIVISION
 DEVELOPMENTAL DISABILITIES PROGRAM
 FISCAL YEAR 1990-91 CONTRACT CONDITIONS

23. DIAGNOSIS AND EVALUATION SERVICES

ATTACHMENT I

AFS ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE
 (effective 7/1/89)

100AM	Administrative Exam., Initial Brief History, Physical Examination and Report	\$19.96
110AM	Administrative Exam, Initial Limited History, Physical Examination and Report	\$29.70
115AM	Administrative Exam, Initial Intermediate History, Physical Examination and Report	\$49.66
120AM	Administrative Exam, Initial Extended History, Physical Examination and Report	\$69.51
121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report	\$81.36
150AM	Administrative Exam, Limited History, Physical Examination and Report, Established Patient	\$15.97
160AM	Administrative Exam, Intermedicate Examination, Evaluation and Report, Established Patient	\$19.86
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient	\$29.70
180AM	Administrative Exam, Comprehensive Service and Report, Established Patient	\$54.31
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided	\$49.66
9080M	Does not require Prior Authorization Administrative Records Report based on existing medical records in the provider's office	\$15.61
815AM	Psychiatrist; Intermediate Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$49.66
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$78.03

23/20

MULTNOMAH COUNTY
 SOCIAL SERVICES DIVISION
 DEVELOPMENTAL DISABILITIES PROGRAM
 FISCAL YEAR 1990-91 CONTRACT CONDITIONS

AFS ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

ATTACHMENT I

817AM	Comprehensive Neuropsychiatric Evaluation	\$116.33
819AM	Comprehensive Psychiatric or Other Physician's Report based on existing medical records or examination. GA-SSI Program only.	\$ 69.51
800AP	Psychologist; Comprehensive Psychological Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing)	\$ 78.03
805AP	Intermediate Psychological Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$ 49.66
810AP	Psychologist or Psychiatrist; Intellectual Assessment	\$109.50
815AP	Psychologist or Psychiatrist; Personality Assessment	\$155.10
819AP	Comprehensive Psychological Evaluation	\$ 69.51
820AP	Psychologist or Psychiatrist; Organicity	\$136.96
825AP	Psychologist or Psychiatrist; Halstad-Reitan Complex	\$301.85
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).	\$319.35
908OM	Does not require prior authorization Psychologist; Administrative Records Report based on existing medical records in the provider's office.	\$15.61
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).	\$ 55.41

AFS REIMBURSEMENT RATE PERCENTAGE FOR OT, PT,
 SPEECH/LANGUAGE, AND AUDIOLOGICAL EVALUATIONS:

County agrees to pay at AFS-determined reimbursement rate percentage. This is based on fifty-four per cent of actual costs as calculated in the Audited Medicare Cost Reports.

23/21

CONTRACTOR: UNIVERSITY HOSPITAL - OHSU

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Minahan 5-22-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary Smith 5/23/90
Social Services Division Director Date

By Gladys McCoy 6/21/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 6.4.90
Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 21 1990
Agenda No. R-21

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of FY 90-91 IGA's

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of fiscal year 1990-91 Inter-governmental Agreements for the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office.

Please see attached listing for more details.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Budgeted for each program area.

-General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1990 JUN 21 PM 3 22
CLERK OF SUPERIOR COURT
CLERK OF SUPERIOR COURT



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
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MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: May 25, 1990

SUBJECT: Approval of Fiscal Year 90-91 Inter-Governmental Agreements

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached inter-governmental renewal contracts for three division programs for fiscal year 1990-91.

ANALYSIS/BACKGROUND: The attached agreements are the annual subcontracts being renewed by the Developmental Disabilities program, Mental and Emotional Disabilities program and the Youth Program Office for the upcoming fiscal year. These contracts reflect services contracted to Multnomah County by the State Mental Health Division, as well as special programs funded locally. Also attached is a summary of all contracts, total contract amount by service provider and the specific service(s) provided.

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Inter-governmental agencies are exempted from the RFP/RFQ process.

[9091IGA]

IGA'S

<u>Provider</u>	<u>Dollar Amount</u>	<u>Service</u>
<u>DD</u>		
Mt. Hood Community College	\$ 29,125.68	Work Activity Ctr.
OHSU	\$169,772.16	Work Activity Ctr. Supported Employment Family Support Early Intervention
OHSU-D&E	\$ 5,000.00 + Require.	Diagnosis & Evaluat.
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<u>MED</u>		
OHSU	\$111,879.00	Community Support
<u>YPO</u>		
Portland Public Schools	\$107,262.00	Prevention

90/91 DD SUBCONTRACT SUMMARY

CONTRACT		FUNDING		CONTRACT		BY SVC		LGFS CODES			
D #	CONTRACTOR	SOURCE		TOTAL	ELEMENT	FUND	AGENCY	ORG	ACTIVITY	OBJECT	RepC
OHSU: CRIPPLED CHIL DIV				\$169,772.16							
	Activity Center	State	DD 40		\$16,630.56	156	010	1250	DD40	6060	1240
	Supported Employment	State	DD 43		\$79,641.60	156	010	1250	DD43	6060	1243
	Family Support	State	DD 49		\$13,500.00	156	010	1250	DD49	6060	1249
	Early Intervention	State	DD 55		\$60,000.00	156	010	1250	DD55	6060	1255



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101281 ^{FY} 90-91
Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-21 June 21, 1990</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date 5/14/90
 Department Human Services Division Social Services Bldg/Room 160/6
 Description of Contract Renewal of annual contract for developmental disabilities services identified in 90-91 budget.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Sciences University - CDRC
 Mailing Address 3181 SW Sam Jackson Park Road L-106
Portland, OR 97201
 Phone 225-8634
 Employer ID # or SS # 93-6001786
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 169,772.16

Payment Term

Lump Sum \$ _____

Monthly \$ Allotment

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair/Sheriff [Signature]

Date 5/30/90
 Date _____
 Date 6.4.90
 Date 6/21/90

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	Please see attached.											
02.												
03.												

MULTNOMAH COUNTY
 SOCIAL SERVICES DIVISION
 SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1990 TO: JUNE 30, 1991

CONTRACTOR NAME: OREGON HEALTH SCIENCES UNIVERSITY-CDRC TELEPHONE: (503) 225-8634
 ADDRESS: 3181 SAM JACKSON PARK RD L-106 I.R.S. NUMBER: 93-6001786
PORTLAND, OR 97201

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service elements(s) listed below. COUNTY agrees to pay the CONTRACTOR as per the General and Special Conditions attached hereto.

<u>Service Element</u>	<u>Fund Source</u>	<u>Payment Terms</u>	<u>Total Annual Maximum Payable</u>	<u>Slots</u>
DD40 WAC Work Activity Center	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$16,630.56	2
DD43 SEP Supported Employment Program	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$79,641.60	16
DD49 FAM Family Support Program (SMHD)	SMHD	MONTHLY ALLOTMENT W/EXPENDITURE ADJUSTMENT	\$13,500.00	NA
DD55 EI Early Intervention	SMHD	MONTHLY ALLOTMENT PER CONTRACTED SLOTS	\$60,000.00	12

CONTRACT TOTAL: \$169,772.16

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions of privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

Except for claims arising in whole or in part from the negligence of the COUNTY, its employees, or its agents, the CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY from damages arising out of the tortious acts of the CONTRACTOR or its officers, agents, and employees acting within the scope of the employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

CONTRACTOR shall give COUNTY immediate notice in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. amounts of client service contributions for MED and DD residential facilities;

3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due December 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division
Developmental Disabilities Program
Special Conditions Sections
For Service Elements in Original Agreement

05/07/90

Fiscal Year 1990-1991

CONTRACTOR: OREGON HEALTH SCIENCES UNIVERSITY-CDRC

The information below summarizes which of the numbered Special Conditions Sections apply to each of the Service Elements listed on the face of this Agreement. These Special Conditions can be found on the following pages. Questions regarding the interpretation of these Special Conditions can be answered by the DD Program Specialist responsible for that Service Element. The Slot Count, if applicable, is also listed for each Service Element.

SERVICE ELEMENT	FUND SOURCE	SLOT COUNT	SPECIAL CONDITIONS SECTION NUMBERS (ON FOLLOWING PAGES)
DD40 WAC Work Activity Center	SMHD	2	1, 2
DD43 SEP Supported Employment Program	SMHD	16	1, 4
DD49 FAM Family Support Program (SMHD)	SMHD	NA	1, 26.1, 26.2
DD55 EI Early Intervention	SMHD	18	1, 19.1, 19.2

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY DD Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY DD Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy. CONTRACTOR agrees to implement the Behavior Intervention Policy review process when initiated. Until this review team is in place, all Level III Interventions will require ISP Team approval.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in two days of planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Activity Centers are out-of-home programs for adults with developmental disabilities which provide long-term employment, support, and training base on individual needs as prioritized through accepted assessment and planning processes to improve clients' independent functioning, community access and productivity.

This service is regulated by: 309-47-000 through 060.

An exception to the State rule occurs when DD 40 Work Activity Centers funding is used for Supported Employment services. In this case State rule for supported employment requirements is followed.

2.1.2 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 per cent conversion to supported employment by 1992 is well documented. The COUNTY would like each agency to submit a copy of their individual conversion plans by September 1, 1990 to the COUNTY Vocational Program Development Specialist. The goal of 50 per cent conversion is a county-wide target.

2.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. Centers must provide the Developmental Disabilities Program with information on client activities in habilitation services needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any Deficiencies or areas of Correction identified by State Mental Health and Developmental Disabilities Division Licensing or Approval Site Reviews, or COUNTY contract monitoring activities.

DEADLINE: 30 calendar days after on-site exit meeting, identifying Deficiencies or Areas of Correction.

2.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.1.4 PAYMENT PROCEDURES (Continued)

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 VOCATIONAL SERVICES

CONTRACTORS will notify the COUNTY Social Services Division Developmental Disabilities Program Vocational Program Development Specialist of impending vacancies. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

CONTRACTORS providing services shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R. DD 40 funding used for supported employment slots will follow DD 43 contract conditions.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S DD Program. The Vocational Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. The CONTRACTOR agrees to notify in writing the residential agencies, funded by the COUNTY, of the identified holidays.

CONTRACTOR providing Vocational Services shall obtain approval from the COUNTY'S Developmental Disabilities Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 -ACTIVITY CENTERS (Continued)

2.2.1 VOCATIONAL SERVICES (Continued)

- CONTRACTORS providing Supported Employment Services will follow the Multnomah County Standards for Supported Employment.

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation.

CONTRACTORS will submit to the Vocational Program Development Specialist the Vocational Programs Monthly Report by the 10th of the month following the reporting month.

Self evaluation will be conducted by the CONTRACTOR during the year opposite State Mental Health and Developmental Disabilities Division Licensing Review.

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS

The CONTRACTOR may expend DD 40 funds to provide alternative vocational services based on the following:

- A. The client is of retirement age.
- B. Client choice of alternatives.
- C. Client's medical condition.
- D. Temporary job loss.
- E. Documented potential for loss of medical benefits if employed in a DD 40 slot.
- F. Severe physical limitation for which job site may not be modified to accommodate.
- G. Behavior problems rendering employment unfeasible only after extensive evaluation of the situation has occurred and the ISP team concurs that employment is not appropriate.
- H. Approval by the COUNTY based on other factors.

If alternative vocational services are provided with DD 40 funds, the CONTRACTOR must:

- A. Document as initial assessment and annual review of the continued alternative services based on the factors above.

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

2 DD 40 - ACTIVITY CENTERS (Continued)

2.2.2 ALTERNATIVE VOCATIONAL PROGRAMS (Continued)

- - - B. Provide a minimum of 25 hours per week of day habilitative services to such individuals, including access to as much community based employment as is appropriate, based on the ISP.

- C. Request all necessary variances to Oregon Administrative Rules governing Activity Centers, and renew those requests annually if alternative services continued to be provided.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT

4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

4.1.1 SERVICE DESCRIPTION

Supported Work programs provide long-term, individualized support to severely disabled DD persons in employment settings. Using a variety of employment models, including work crews, enclaves in industry, and individual supported jobs, DD clients will be employed a minimum of 20 hours per week in work sites with no more than seven other disabled workers. Employment sites must provide significant contact with non-disabled persons and maximize opportunities for productivity, integration, and independence. Additional support services may include time-limited job procurement and reasonable interim job-find services in case of job loss.

Service emphasizes an integrated employment setting for adults who are developmentally disabled. Models of service include, but are not limited to, the following:

ENCLAVE The enclave model is a small group of individuals with disabilities who work and are supervised in an industry or business employing the non-disabled. Typically up to 8 workers with disabilities will work on a manufacturing line managed by specially trained supervisors. Enclave units are expected to meet production schedules and ensure the same high quality production as other units employing non-disabled workers. Physical and social integration occurs as a natural part of the daily operation.

SUPPORTED JOB MODEL The supported job model provides individuals with regular community jobs and provides the necessary support on the work site for an individual to learn and perform the work. This model differs from the enclave in that single individuals work at single job sites, supervising and training are faded back to the minimum necessary requirements. Basic supports to maintain that person in this employment setting are provided on a long-term basis.

CREW MODEL The crew model is based on a small business, employing 3 to 5 disabled workers and a supervisor. This group contracts with businesses in the community to do work such as window washing, building maintenance, groundskeeping, etc. The crew model works a variety of small, limited duration contracts and blends them into reasonable, wage-generating work. Integration may be enhanced by employing a number of non-disabled co-workers on the crew.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.1.1 SERVICE DESCRIPTION (Continued)

This service is regulated by OAR 309-47-040 (planning and assessment);
309-47-045 (training and services); and 309-47-030 (5, 6, 8, 9)
(admission and exit staffings).

4.1.2 PERFORMANCE REQUIREMENTS

100% clients must be eligible for Developmental Disabilities services.

The work/employment services are provided at a work site other than a traditional work activity center facility or sheltered workshop. Services are provided during job find, throughout employment, and between jobs as needed. Minimum of 20 hours paid work per week.

There will be no more than eight (8) persons with disabilities working at a job site.

Workers must have reasonable opportunities to interact with non-handicapped peers (not paid service providers).

The work performed must be paid in the form of wages. Sub-minimum wages are acceptable within the limitations of the requirements of state and federal statutes.

High School Transition persons must be from a special education program (eligible for DD services), 21 years of age, and have participated in an employment transition program through the school program.

4.1.3 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcome Measurement" per instructions in the Financial Procedures Manual.

DD 40 funding used for supported employment slots will follow DD 43 contract conditions. The following information will be included on the Vocational Monthly Reporting Form. This information will include date of job opening, duties and hours of job, if applicable, and notice of date to review referrals.

4.1.4 PAYMENT PROCEDURES

Payment is based on a monthly rate for each eligible client enrolled in the service, except that cumulative payments may not exceed the total annual Contract amount.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 -SUPPORTED EMPLOYMENT(Continued)

4.1.4 PAYMENT PROCEDURES (Continued)

- Funds will be disbursed through monthly allotments which will be adjusted periodically by DIVISION to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year. Provider and Vocational Program Development Specialist will work together to resolve discrepancies in utilization data.

4.2 MULTNOMAH COUNTY REQUIREMENTS

4.2.1 SUPPORTED EMPLOYMENT STANDARDS

4.2.1.1 ADMISSION AND EXIT OF CLIENTS

Prior to admission of a person to a Supported Employment program, a pre-admission staffing shall be held. Participants invited to this staffing by the case manager, shall include, but not be limited to:

The referred person

The person's guardian, if any; and the parents, advocate, guardian, and/or other family members, as approved by the person;

The case manager;

A representative of the Supported Employment program; and

Representatives of other agencies providing services to the client; this may include the Vocational Rehabilitation Counselor.

The case manager shall assure that major findings of the pre-admission staffing shall be recorded in writing and be part of the person's Supported Employment program file. These written findings shall include at minimum:

List of participants at the pre-admission staffing;

Documentation of the person's eligibility for Supported Employment;

Documentation of the current physical condition and limitations of the person; and,

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.1 ADMISSION AND EXIT OF CLIENTS (Continued)

Documentation of current medications;

Documentation that the person and parent/guardian/advocate have been informed as to the program's philosophy, policies and procedures, and description of client services;

Documentation that the Supported Employment provider has fully explained the effect of wages on benefits (such as SSI, Social Security or a combination). This explanation will address associated risks and benefits; and,

Documentation of discussion regarding who will assist the client to report earnings to Social Security Administration.

Each client considered for exit shall have a pre-exit staffing. Participants invited to the pre-exit staffing shall include the same persons identified in subsection 4.2.1.1 of this requirement.

The findings of the pre-exit staffing shall be recorded in writing and be a part of the client file. These written findings shall include at minimum:

List of participants at the pre-exit staffing;

Documentation of the proposed reason for exit of the client;

A written exit plan to include proposed client services, schedule for follow-up by the Supported Employment program if appropriate, and contact persons of agencies involved in proposed client services and follow-up; and,

Signed client release forms for purposes of sharing Supported Employment client program information with proposed service providers.

4.2.1.2 CLIENT ASSESSMENT AND PLANNING

The Supported Employment provider will provide to the COUNTY Case Manager a completed formalized assessment for each worker for use in the development of the ISP within 60 days of admission to the program. Formal assessment(s) will be completed thereafter on an annual basis prior to the annual ISP. This formalized assessment will determine progress and identify any training needs which should be addressed in the coming year. This assessment will include the following domains:

MULTINOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

- general and specific work abilities;
- work interests;
- work history (for the initial assessment only);
- attitudes and adaptability needed for employment;
- task performance and proficiency levels;
- the need or potential success of utilizing adaptive equipment;
- work habits such as punctuality, attendance, etc.; and,
- copy of last completed time study if earning less than industry standard wage.

This assessment will replace the CER.

The results of this assessment, review of pre-entry staffing information, and consultation with the client, parent/guardian/advocate, case manager, other service providers, and program staff, shall be used to develop an individualized support plan for each client. The Individual Support Plan shall be developed by this team and include at least the following information:

Measurable long-term goals and short-term (one year or less) training objectives for each area included in the client's individual support plan;

Description of the methods to be used in achieving the objectives and measuring progress;

Identification of persons or agency responsible for the implementation of each portion of the plan;

Provisions for reviewing the individual support plan at least semiannually with written statements regarding the progress, effectiveness and appropriateness of the plan. Supported Employment providers are required to complete initial and annual ISPs . Supported Employment providers are responsible for developing proposed goals, objectives and methods prior to the ISP meeting for consideration by the ISP team. As workers become stabilized in jobs there may no longer be a need for vocational training objectives. At this point, objectives will be developed which address maintenance (which might include ongoing follow along and whatever supports are necessary to assure stability).

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.2 CLIENT ASSESSMENT AND PLANNING (Continued)

Even though a worker may be stabilized on the job, the Supported Employment provider, as an ISP team member, would work with the team to identify and address services or objectives to meet needs in other areas of the individual's life. (This might include social needs at work or home, medical needs, etc.)

Vocational CONTRACTORS are jointly responsible with the individual's case managers for including transportation assessments during the annual ISP. CONTRACTORS are responsible to see that individuals are referred for mobility training through the individual's case manager and/or assisting the COUNTY in the arrangement of supported transportation;

The individual support plan shall be included in the client's individual file, with appropriate documentation that the plan has been implemented as designed or reviewed. This shall include individual client objectives for periods of unemployment.

The Supported Employment provider is responsible for maintaining data to measure and document progress toward objectives. The provider will summarize the data and report progress, effectiveness and appropriateness of the plan at least semiannually to the DD Case Manager.

4.2.1.3 TRAINING AND SERVICES

Services for workers in Supported Employment programs shall:

Provide training and support services as specified in each workers annual individual support plan;

Use age-appropriate and professionally accepted materials and techniques;

Utilize community-based resources and/or other environments when available and appropriate; and,

Provide opportunities for workers to participate in activities with non-handicapped peers to the maximum extent possible.

The use of aversive techniques with any worker shall be described fully in writing and shall:

Be included in the individual worker's record;

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

Emphasize the development of a desirable alternative behavior;

Document that the worker, parent/guardian/advocate, and case manager are fully aware of the program;

Use the least intrusive or aversive intervention possible; and,

Assure that none of the following will be used:

Physical punishment;

Seclusion in a locked room;

Direct or implied threats of physical harm, ridicule, or humiliation;

Physical restraints, or inappropriate medication;

Withholding of meals, medication, or physical aide;

Discipline or punishment of one worker by another; and

Excessive threats of termination of Supported Employment services to the worker.

Be evaluated, including collection and timely review of specific data on the progress, effectiveness, and appropriateness of procedures.

In the event of job loss, the Supported Employment provider has the lead in determining and arranging for the most appropriate activities for the individual during periods of unemployment. Alternative activities must be at least 20 hours weekly and not impose a hardship on any of the participating parties. During the pre-admission staffing, the ISP team will recommend what would be the most appropriate alternative activity for the worker when job loss occurs, the worker is on vacation, or working odd hours. It is expected that all involved will be flexible in considering such options as: submitting waiver request for OARs to allow the individual to remain in the group home without supervision, splitting the costs between the residential provider and Supported Employment provider for daytime supervision at the residence, coordinating support so that the person can temporarily remain in his/her natural home, locating volunteer

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

work, arranging for temporary placement at a Work Activity Center or Sheltered Services Program, or accessing a County sponsored day activity program. Roles will be clearly delineated during each ISP process.

In the event of successive job loss, the COUNTY agrees to arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. Provider must make every effort to successfully employ each individual. A person may be exited from a Supported Employment placement for the following reasons with a consensus decision by the ISP team:

The worker has progressed to the point that he or she is no longer in need of support services;

The worker's physical health as verified by a qualified physician precludes him or her from continued employment in a Supported Employment site;

The worker's documented behavior (chronic firing, inappropriate work habits, stealing from employers), despite reasonable remediation efforts, preclude continuation in Supported Employment;

The worker and/or guardian requests termination of Supported Employment services; and,

Other related reasons determined valid by consensus of the local team process demonstrated by appropriate documentation to the exit.

In the event of Supported Employment termination for any of the above reasons, the COUNTY may arrange for trades between the CONTRACTOR and an alternative vocational program to assure continued and appropriate service. In the event that Supported Employment services are terminated, it will be determined as to whether the person is appropriate for and requests other county-provided vocational services. This decision will be made in cooperation with the worker's Vocational Rehabilitation Counselor.

In the event of job loss, Supported Employment providers are expected to place individuals in new jobs within 60 days. If it appears that the individual will not be placed within this period of time, the Supported Employment provider will contact the Multnomah County Vocational Program Development Specialist to review job development

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.3 TRAINING AND SERVICES (Continued)

activities. After this contact, the Vocational Program Development Specialist may initiate a meeting(s) with the Supported Employment provider and possibly the ISP team to discuss needed action. If the agreed upon target date for re-employment is not obtained then the COUNTY reserves the right to reassign the worker and slot to another CONTRACTOR.

In the case of new slots that are to be phased in, the County will phase-in the new slot only when 75% or more of the present slot individuals are employed under the contract standards for supported employment.

4.2.1.4 ON-GOING FOLLOW-UP

Supported Employment assumes that ongoing long term follow along will occur. For workers who are the most independent and stabilized in their jobs, a minimum of two face-to-face contacts with the worker and employer will occur per month. This amount of contact would escalate dependent on the needs of the individual and will be specifically defined and documented by the ISP team. The team might define a variable schedule of contact based on training objectives realizing that less contact will probably be required as the worker becomes more independent and stable on the job.

On a monthly basis, the Supported Work provider will complete a Worker Status Report. This report will be submitted to the Vocational Program Development Specialist by the 10th of each month. Copies of this form will be shared with the DD Case Manager and residential providers, and Vocational Rehabilitation Counselor.

CONTRACTORS providing Supported Employment services will provide each worker with a personnel policy which will cover at least the following:

Written Grievance Policy and Procedure including:

Procedure for receiving complaints or grievances from clients or others acting on their behalf and transcribing the complaint or grievance into writing, and to the satisfaction of the client;

Procedures to assure fair and impartial investigation of the facts of the complaint or grievance;

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT(Continued)

4.2.1.4 ON-GOING FOLLOW-UP (Continued)

Written description of the action taken;

Procedures for appeal of decisions to the program director, board and/or independent review body;

Documentation of each case in the individual client's records;

Disciplinary action;

Medication policy; and,

At least semi-annual job evaluations.

Contractors providing Supported Employment services will inform each worker of the following:

Job description;

Hours of work;

Rate of pay;

Benefits provided by the employment (vacation, sick leave, raise policy, insurance); and,

Effect of earnings on the worker's other income or benefits (SSI, SSA, medical, food stamps, etc.).

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION

19.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

19.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

19.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2 MULTNOMAH COUNTY REQUIREMENTS

19.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the County Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Program Development Specialist, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County DD Program Intake Unit within 30 days of the beginning of service. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Program Development Specialist.

19.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a child is found ineligible for services by the County Early Intervention Interdisciplinary Team, they will be considered enrolled until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

19.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible until they reach school-age as determined by their local school district. In Multnomah County all districts provide public education beginning on September 1 for 5-year olds of the current school year except Bonneville.

Early Intervention Preschool Services are available for eligible children who turn three years of age on or before September 1 of the current school year. Variances are made available for eligible children of parents with developmental disabilities who participate in specialized parenting services provided through County referral.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted and paid in monthly allotments. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements, payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Program Development Specialist by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization. Fiscal reporting will follow the requirements of the General Conditions of this contract. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

19.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, for 12-month contracts and September, October, November and December, for 10-month contracts.

19.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Program Development Specialist. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings shall be submitted to County Children's Case Management Supervisor.

19/3

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION(Continued)

19.2.1.5.1 CPMS ENROLLMENTS & TERMINATIONS

CPMS enrollments and terminations shall be the responsibility of County. Enrollments and terminations shall be based on Enrollment Roster Data provided to the COUNTY BY CONTRACTOR.

19.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the County boundaries, the CONTRACTOR will inform the parents of the children to be served prior to placement in writing, that transportation to the program will be the parents responsibility.

19.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

19.2.3 SPECIALIZED PLACEMENTS

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children placed and served in a private preschool program by CONTRACTOR. This rate is to be negotiated within available funds to assist with tuition costs at the private preschool.

The COUNTY agrees to pay an increased rate per slot for Early Intervention eligible preschool children who require additional support to the site to enable them to participate in a classroom setting either integrated or self-contained. These children shall require support in one or more of the following areas:

- Feeding
- Moderate medical monitoring (non-independent transfer)
- Non-independent transfer
- Motor exercise
- Introduction or maintenance of augmentative communication systems
- Behavior change or maintenance

This rate is to be negotiated on an individual child basis between County Early Intervention Program Development Specialist and CONTRACTOR and will be provided within availability of funds.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

19 DD 55 - EARLY INTERVENTION (Continued)

19.2.4 TRANSITION CLASSROOM SERVICES

Transition classroom services will be provided for children who turn three after September 1 but not after April 1 of the current school year. The classroom will offer 3 days of classroom experience per week with additional in-home support as available within funding provided.

The purpose of the classroom is to offer a structured group experience where each child is familiarized with the expectations of classroom attendance as well as receives intervention strategies to address developmental concerns. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next Early Intervention Service model. Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County Children's Case Managers. Transition planning activities for each child shall include classroom teacher and staff, parents/guardian, related service personnel as appropriate, and Multnomah County Case Management Program.

Ancillary services shall be available on a consult basis provided by or arranged for by Transition Classroom staff and as governed by OAR's 309-41-245 through 309-41-250.

It is the purpose of the classroom to offer an educational experience in a group setting to enable the child to adjust to the structure of such a setting and prepare for the next environment. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next environment of full-time preschool. Related Services shall be available on a consult basis provided by or arranged for by Transition Classroom staff.

Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County children's case managers.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

26. DD 49 - FAMILY SUPPORT - PILOT PROGRAMS

26.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

26.1.1 SERVICE DESCRIPTION

Family Support services is a pilot program to develop, field test, modify, and evaluate a variety of mechanisms for the delivery of comprehensive supports to families which have exceptional care-giving requirements associated with having a member with developmental disabilities who lives at home.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

26 DD 49 - FAMILY SUPPORT - PILOT PROGRAMS (Continued)

26.2 MULTNOMAH COUNTY REQUIREMENTS (OREGON HEALTH SCIENCES UNIVERSITY)

26.2.1 PAYMENT PROCEDURES

Funds will be disbursed through equal monthly allotments, adjusted to reported expenditures. Payment procedures and reports will follow existing Multnomah County Social Services Division requirements as outlined in the General Conditions of this contract.

26.2.2 RESEARCH AND EVALUATION

OHSU will evaluate and disseminate information regarding the Family Support Project which will be useful to the state for long-range planning.

Gloria L. Krahn, PhD, Coordinator of Evaluation for the statewide Handicapped Children's Services Program or designee approved by COUNTY, and the U.A.P. will head up the project's evaluation efforts through a subcontract with the university.

OHSU will provide space and .05 FTE of U.A.P. director's time to be devoted to the Family Support Project.

Evaluation responsibilities will include the following:

1. Implement a "process" evaluation plan to monitor the continuing progress of the Family Support Project and to provide timely identification of changes needed to ensure efficient functioning.
 - a. Identify and develop measures to be used in process evaluation.
 - b. Monitor functioning of the advisory council, project policy statements, project staff training, caseload, and case review.
 - c. Monitor progress related to project contracts, including evaluation.
 - d. Monitor fiscal and other administrative activities.
 - e. Provide timely data from evaluation activities to advisory council and project administrator, State Mental Health and Developmental Disabilities Division, the Oregon Developmental Disabilities Council, and the Oregon Developmental Disabilities Council's contracted "three pilot" evaluator, as requested.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

26 DD 49 - FAMILY SUPPORT - PILOT PROGRAMS (Continued)

26.2 MULTNOMAH COUNTY REQUIREMENTS(OREGON HEALTH SCIENCES UNIVERSITY)
(Continued)

26.2.2 RESEARCH AND EVALUATION (Continued)

2. Maintain a dynamic data base which will provide descriptive information about the nature of the families, individuals, and agencies participating in the project and the services provided.
 - a. Revise as needed measures to be used in data base.
 - b. Obtain necessary information for data base.
 - c. Analyze information and provide timely input to advisory council and project administrator.
3. Implement a "product" evaluation plan to address project outcomes including analysis of impact on families, satisfaction of families, individuals, and agencies involved.
 - a. Revise as needed measures to be used in product evaluation.
 - b. Collect and analyze data relative to family maintenance, feelings of support and satisfaction, and relationship between services provided and families' needs, satisfaction, sense of competence, and perceived support.
 - c. Survey a matched control group from wait list.
 - d. Analyze and compare results obtained from families participating fully in project with those serving as controls.
4. An information system will be maintained regularly to record information about the characteristics of FSP and control families. Code numbers assigned to each family will be used on the data to insure confidentiality.
 - a. The information on software will be returned to the Family Support Project at the end of the pilot.
5. Provide data and analyses to groups or individuals as designated by the COUNTY
6. Will (or will designate representative) work with Evaluation Committee of the Advisory Council.

Will provide support to develop and implement a project dissemination plan which will provide information useful for long-range planning to County and State level planners.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1990-91 CONTRACT CONDITIONS

26 DD 49 - FAMILY SUPPORT - PILOT PROGRAMS (Continued)

26.2 MULTNOMAH COUNTY REQUIREMENTS (OREGON HEALTH SCIENCES UNIVERSITY)
(Continued)

26.2.2 RESEARCH AND EVALUATION (Continued)

- a. Presentations regarding project to state DD Council, state MHD Work Group, MHD statewide Inservice Conference, Multnomah County DD Council, and interested others.
- b. Final written report regarding project to state and county DD Councils, state and Multnomah County DD Program Offices and county Board of Commissioners, and officials and boards of directors of collaborating organizations and agencies.
- c. Technical Assistance Manual which describes how the project was carried out, discussion of its strength and weaknesses, suggestions for changes, and list of reference/resources to state DD Council and State DD MHD office for reproduction and dissemination.

CONTRACTOR: OHSU- CDRC

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Minahan 5-11-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Gary Smith 5/25/90
Social Services Division Director Date

By Gladys McCoy 6/2/90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
JUNE 21, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 6.4.90
Date