

# **ANNOTATED MINUTES**

Tuesday, June 19, 2001 - 9:00 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BUDGET DELIBERATIONS**

*Chair Diane Linn convened the meeting at 9:04 a.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.*

WS-1 County Budget Work Session: Discussion, Follow-up Info, Review Budget Amendments.

**GINA MATTIODA, ELYSE CLAUSEN, DAVE WARREN, JOHN RAKOWITZ, BILL FARVER, DAN BROWN, DAVE BOYER, BOB THOMAS, CAROL FORD, SHERIFF DAN NOELLE RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON ISSUES INCLUDING STATE CO-CHAIR'S BUDGET UPDATE; COMMISSION ON CHILDREN FAMILIES AND COMMUNITY CUTS AND ADD BACKS; MULTIDISCIPLINARY TEAM NURSES; STATE COMMUNITY CORRECTIONS MONEY; TRANSITION EMPLOYMENT SERVICES; HOUSING; APPOINTING LOCAL PUBLIC SAFETY COORDINATING COUNCIL STAFF; INTEREST MONEY IN BOND FUND; MARSHALL COUNSELOR; CAPITAL IMPROVEMENT PROJECT FUNDS; ASSET PRESERVATION FUND; FEDERAL FINANCIAL PARTICIPATION; GIFT PROGRAM CONTRACTS; OLDS PROGRAM; SCHOOL BASED HEALTH CENTERS; SEXUAL MINORITY YOUTH PROGRAMS; DISTRICT COURT SPACE IN GRESHAM; LEASE OF GRESHAM FACILITY FOR TEMPORARY COURT USE; SHERIFF'S OFFICE MOVE TO YEON SHOP ANNEX; FIFTH FLOOR MULTNOMAH BUILDING REMODEL AND MOVE OF LAND USE PLANNING; RIVER PATROL BUILDING ON THE COLUMBIA**

**RIVER; GREEN ROOF PROPOSAL; PROGRAM AMENDMENTS; EAST COUNTY DENTAL CLINIC EQUIPMENT AND FURNISHINGS; COURTHOUSE; DEFERRED MAINTENANCE FUND; FEDERAL BED HEDGE PROPOSAL; ALTERNATIVE TO SHERIFF'S JANITORIAL SERVICES PROPOSAL; LIVING WAGE POLICY; INS BEDS; COURTHOUSE JAIL; AND GRESHAM BARLOW SCHOOL RESOURCE OFFICER.**

*The meeting was recessed at 11:00 a.m. and reconvened at 11:15 a.m.*

**DAVE WARREN, JOHN RAKOWITZ, KARYNE DARGAN, MIKE JASPIN AND SHERIFF DAN NOELLE RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON ISSUES INCLUDING OCHIN; PROGRAM AMENDMENTS; CARRYOVER AMENDMENTS; CHAIR'S OFFICE REMODEL; TECHNICAL AMENDMENTS; STAFF AMENDMENTS; REVENUE AMENDMENTS; PLANNING FUNDS FOR COURTHOUSE PROJECT; AND FLASH MONEY.**

*There being no further business, the meeting was adjourned at 11:45 a.m.*

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Thursday, June 21, 2001 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

*Chair Diane Linn convened the meeting at 9:30 a.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.*

### **CONSENT CALENDAR**

**AT THE REQUEST OF CHAIR LINN AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, CONSENT CALENDAR**

***ITEMS C-1 THROUGH C-9 AND C-11 THROUGH C-13 WERE UNANIMOUSLY APPROVED.***

**SHERIFF'S OFFICE**

- C-1 Renewal of Intergovernmental Revenue Agreement 0111031 with the Housing Authority of Portland, Providing Supervised Inmate Work Crews to Perform Labor on Housing Authority Properties

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2 Amendment 1 to Intergovernmental Revenue Agreement 0010201 with the Oregon Office of Alcohol and Drug Abuse, Increasing Funding by \$57,500 to Support Activities to Reduce Alcohol, Tobacco, and Other Drug Use by Youth

**DEPARTMENT OF HEALTH**

- C-3 Budget Modification HD 9 Authorizing Increase of \$29,972 and .5 FTE in the Vector Control Budget within the Disease Control Division, Funded by a Contract Amendment from the City of Portland

**DEPARTMENT OF COMMUNITY JUSTICE**

- C-4 Budget Modification DCJ 01\_01 Authorizing Addition of \$196,075 in Various Federal and Local Revenues to the Department of Community Justice FY 01 Budget
- C-5 Budget Modification DCJ 01\_02 Authorizing Addition of \$414,520 Grant Revenue, Carried Forward from FY 00, to the Department of Community Justice FY 01 Budget

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

- C-6 Amendment 3/Renewal of Intergovernmental Agreement 4600001503 with the City of Portland, Providing Maintenance of County Roads in Unincorporated Western Multnomah County
- C-7 Amendment 14/Renewal of Intergovernmental Revenue Agreement 3013087 with the City of Fairview, Providing Street Maintenance Services for the City
- C-8 Amendment 14/Renewal of Intergovernmental Revenue Agreement 3012987 with the City of Troutdale, Providing Street Maintenance Services for the City

C-9 Amendment 14/Renewal of Intergovernmental Revenue Agreement 3012887 with the City of Wood Village, Providing Street Maintenance Services for the City

C-11 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to Joey John Wesley Simpson and Kristy Gail Simpson, including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

***RESOLUTION 01-079.***

C-12 RESOLUTION Authorizing the Private Sale of Certain Tax Foreclosed Property to Joey John Wesley Simpson and Kristy Gail Simpson, Including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

***RESOLUTION 01-080.***

C-13 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to John Beirwagen, Including Direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

***RESOLUTION 01-081.***

**REGULAR AGENDA**

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

C-10 RESOLUTION Authorizing the Sale of Six Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes

***CHAIR LINN ADVISED SHE WANTS TO HOLD OUT FROM FORECLOSURE SALE PROPERTY AT 7961 SE 9TH AVENUE AND 9521 NORTH GERTZ CIRCLE. COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF C-10 WITH THE EXCEPTION OF THE TWO PROPERTIES, FOR THE PURPOSES OF BOARD DISCUSSION. GARY THOMAS RESPONSE TO BOARD QUESTIONS. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER ROBERTS, SECONDED BY COMMISSIONER ROJO, THE RESOLUTION WAS UNANIMOUSLY CONTINUED TWO WEEKS.***

**PUBLIC COMMENT**



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

***NO ONE WISHED TO COMMENT.***

**DEPARTMENT OF LIBRARY SERVICES**

R-1 Results from RESULTS: Teambuilding Makes a Difference at the Hollywood Branch Library. Presented by David Miles, Blake Kincaid, Ruth Metz and Tom McNamara.

***DAVID MILES, BLAKE KINCADE, RUTH METZ  
AND TOM MCNAMARA PRESENTATION AND  
RESPONSE TO BOARD COMMENTS IN SUPPORT.***

**DEPARTMENT OF SUPPORT SERVICES**

R-11 RESOLUTION Adopting the 2001-02 Budget for Multnomah County and Making Appropriations Thereunder, Pursuant to ORS 294.435

***COMMISSIONER NAITO MOVED AND  
COMMISSIONER CRUZ SECONDED, APPROVAL  
OF R-11. DAVE WARREN EXPLANATION.***

***LADDIE READ TESTIMONY IN SUPPORT OF  
FUNDING FOR HANDICAPPED, DISABLED AND  
MENTAL HEALTH PROGRAMS. PAM PATTON  
TESTIMONY IN SUPPORT OF \$15,000 FUNDING  
FOR TEEN PREGNANCY NETWORK  
COORDINATOR. ED SMITH TESTIMONY IN  
SUPPORT OF FUNDING FOR STUDENT  
RETENTION INITIATIVE PROGRAM AT  
REYNOLDS SCHOOL DISTRICT.***

***DAVE WARREN EXPLANATION AND REQUEST  
FOR BOARD APPROVAL OF VARIOUS  
AMENDMENTS AS FOLLOWS:***

***UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ, THE  
CARRYOVER AMENDMENTS WERE  
UNANIMOUSLY APPROVED.***

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER ROJO, THE  
TECHNICAL AMENDMENTS WERE  
UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ, THE  
STAFF AMENDMENTS WERE UNANIMOUSLY  
APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ, THE  
REVENUE AMENDMENTS WERE UNANIMOUSLY  
APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ,  
PROGRAM AMENDMENT 02\_NOND\_PA\_01 (PER  
JUNE 7, 2001 CCFC COMPROMISE WHICH  
INCLUDES RESTORATION OF GIFT, PEIP, AND  
CONNECTIONS PROGRAMS) WAS UNANIMOUSLY  
APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ,  
PROGRAM AMENDMENT 02\_ADS\_PA\_01  
(RESTORES 4 HALF-TIME HEALTH NURSES FOR  
AGING SERVICES) WAS UNANIMOUSLY  
APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ,  
PROGRAM AMENDMENT 02\_DCJ\_BA\_04 (NEW  
STATE DEPARTMENT OF CORRECTIONS MONEY,  
INCLUDING FUNDS FOR TRANSITIONAL  
EMPLOYMENT SERVICES) WAS UNANIMOUSLY  
APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO,  
SECONDED BY COMMISSIONER CRUZ,  
PROGRAM AMENDMENT 02\_NOND\_BA\_11  
(REORGANIZE LOCAL PUBLIC SAFETY**

**COORDINATING COUNCIL (LPSCC) OFFICE) WAS UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, BOARD AMENDMENT 02\_DCJ\_BA\_05 (RESTORING MARSHALL COUNSELOR) WAS UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, BOARD AMENDMENT 02\_HD\_BA\_15 (POLICY DIRECTION TO FUND A NEW (NORTH) OLDS HOME VISITING NURSE TEAM BEFORE ADDING NEW SCHOOL-BASED HEALTH CENTERS) WAS UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, BOARD AMENDMENT 02\_CFS\_PA\_06 (\$50,000 CONTINGENCY FOR SEXUAL MINORITY YOUTH SERVICES) WAS UNANIMOUSLY APPROVED.**

**COMMISSIONER NAITO MOVED, SECONDED BY COMMISSIONER ROJO, TO RESTORE \$15,300 FOR TEEN PARENT NETWORK COORDINATION. IN RESPONSE TO CONCERNS EXPRESSED BY COMMISSIONER CRUZ, AND AT THE REQUEST OF COMMISSIONER NAITO, PAM PATTON OF THE MORRISON CENTER, ADVISED THERE WOULD BE NO PROBLEM POSTPONING A DECISION ON THIS FUNDING REQUEST FOR A COUPLE OF WEEKS, AND THAT THEY WOULD BE HAPPY TO COME BACK AND FURTHER BRIEF THE BOARD. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, THE PREVIOUS MOTION WAS AMENDED AND IT WAS UNANIMOUSLY APPROVED THAT BOARD CONSIDERATION OF APPROVAL OF A ONE TIME CONTINGENCY REQUEST OF \$15,300 FOR TEEN PARENT NETWORK COORDINATION BE DELAYED TO THURSDAY, JULY 5, 2001.**

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF BOARD AMENDMENTS 02\_MCSO\_BA\_13, 02\_MCSO\_BA\_14 AND 02\_MCSO\_BA\_15 (MCSO BASE JANITORIAL PROPOSAL, ADDING DEPUTY SHERIFFS FOR WORK CREWS AND PROFESSIONAL SERVICES FOR WINDOW WASHING, RESTORES SCHOOL RESOURCE OFFICER AND COMMUNITY SERVICES OFFICER). COMMISSIONER ROBERTS ADVISED HE HAS CONCERNS, BUT WILL SUPPORT. AMENDMENT UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER ROJO, AND FOLLOWING BOARD COMMENTS, BOARD AMENDMENT 02\_NOND\_BA\_18 (CONSOLIDATING SEVERAL PROGRAM AMENDMENTS, PAYS FOR CARRYOVER FROM CIP; ADDS \$156,797 TO CONTINGENCY AND \$556,203 TO RESERVE; PAYS \$200,000 TO MOVE FROM DEXCO AND JUSTICE CENTER TO MEAD BUILDING; PAYS \$168,000 FOR EQUIPMENT AND FURNISHINGS FOR NEW EAST COUNTY PRIMARY CARE CLINIC; PAYS \$225,000 FOR EQUIPMENT AND FURNISHINGS FOR NEW EAST COUNTY DENTAL CLINIC; AND PAYS \$120,000 FOR EQUIPMENT AND FURNISHINGS FOR NEW NORTH PORTLAND PRIMARE CARE CLINIC) WAS UNANIMOUSLY APPROVED.**

**COMMISSIONER NAITO MOVED, SECONDED BY COMMISSIONER CRUZ, APPROVAL FOR CONTINGENCY APPROPRIATION OF UP TO \$25,000 FOR ENFORCEMENT OF THE COUNTY'S CIVIL RIGHTS ORDINANCE. COMMISSIONER CRUZ EXPLANATION OF TASK FORCE EFFORTS AND COMMENTS IN SUPPORT. MOTION UNANIMOUSLY APPROVED.**

**DAVE WARREN EXPLANATION AND REQUEST FOR BOARD APPROVAL OF BUDGET NOTES, INCLUDING CONTINGENCY REQUESTS**

**RELATING TO COURT DAY CARE; SINGLE ACCESS POINT HOMELESS SHELTER; CARES CHILD CARE GRANT; SEXUAL MINORITY YOUTH; HOUSING PROGRAM STRATEGIC PLANNING AND PROGRAM DEVELOPMENT; OCHIN TRANSITION; COURTHOUSE PLANNING; TEEN PARENT NETWORK COORDINATION; CIVIL RIGHTS ORDINANCE ENFORCEMENT; AND POTENTIAL CAPITAL IMPROVEMENT PROJECTS. UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, THE BUDGET NOTES WERE UNANIMOUSLY APPROVED.**

**FOLLOWING EXPLANATION BY MR. WARREN AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER ROJO, THE COUNTY'S RESPONSE TO THE OBJECTION AND RECOMMENDATION OF THE TAX SUPERVISING AND CONSERVATION COMMISSION WAS UNANIMOUSLY APPROVED.**

**FOLLOWING BOARD COMMENTS AND EXPRESSIONS OF APPRECIATION FOR THE EFFORTS OF COUNTY EMPLOYEES AND ELECTED AND APPOINTED OFFICIALS, COMMUNITY PARTNERS, STAKEHOLDERS, AND THE CITIZENS WHO SPOKE AT THE BUDGET HEARINGS, THE 2001-2001 COUNTY BUDGET, RESOLUTION 01-082 WAS UNANIMOUSLY ADOPTED, AS AMENDED.**

*Chair Diane Linn recessed the regular meeting at 11:02 a.m. Vice-Chair Lisa Naito reconvened the regular meeting at 11:11 a.m., with Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present, and Chair Diane Linn excused.*

#### **DEPARTMENT OF SUPPORT SERVICES**

**R-12 RESOLUTION** Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 2001-02

**COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL**

***OF R-12. DAVE BOYER EXPLANATION.  
RESOLUTION 01-083 UNANIMOUSLY ADOPTED.***

R-10 SUPPLEMENTAL Budget Modification NOND 3 Adding Interest Revenue and Expense to Reflect the Issue of Additional Tax Revenue Anticipation Notes in FY 2001

***COMMISSIONER CRUZ MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-10. DAVE BOYER EXPLANATION.  
SUPPLEMENTAL BUDGET MODIFICATION  
UNANIMOUSLY ADOPTED.***

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

R-2 RESOLUTION Authorizing Islamic Center of Portland Permit for Non-Exclusive Use of Parking Spaces at the Capitol Hill Library on Fridays from 12:00 p.m. to 2:00 p.m.

***COMMISSIONER CRUZ MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-2. BOB OBERST EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS AND  
COMMENTS IN SUPPORT. RESOLUTION 01-084  
UNANIMOUSLY ADOPTED.***

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

R-3 RESOLUTION Authorizing Approval of the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 and Appointment of Lorenzo T. Poe, Jr. as County Financial Assistance Administrator

***COMMISSIONER CRUZ MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-3. MIKE WADDELL EXPLANATION.  
RESOLUTION 01-085 UNANIMOUSLY ADOPTED.***

**SERVICE DISTRICTS**

(Recess as the Board of County Commissioners and convene as the governing body for Dunthorpe Riverdale Sanitary Service District No. 1)

- R-4 RESOLUTION Adopting the 2001-2002 Budget for the Dunthorpe Riverdale Sanitary Service District No. 1 and Making Appropriations

**COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-4. DAVE WARREN EXPLANATION. RESOLUTION 01-086 UNANIMOUSLY ADOPTED.**

(Adjourn as the governing body for Dunthorpe Riverdale Sanitary Service District No. 1 and convene as governing body for Mid-County Street Lighting Service District No. 14)

- R-5 RESOLUTION Adopting the 2001-2002 Budget for the Mid-County Street Lighting Service District No. 14 and Making Appropriations

**COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-5. DAVE WARREN EXPLANATION. RESOLUTION 01-087 UNANIMOUSLY ADOPTED.**

(Adjourn as the governing body for Mid-County Street Lighting Service District No. 14 and reconvene as Board of County Commissioners)

#### **NON-DEPARTMENTAL**

- R-6 RESOLUTION Authorizing Appointment of an Energy Task Force to Evaluate Impacts in the Event of an Energy Crisis on Multnomah County Government

**COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-6. VICE-CHAIR NAITO EXPLANATION, ADVISING APPOINTMENT OF A TASK FORCE IS NOT NECESSARY AS CHAIR LINN ADVISED COUNTY STAFF WILL BE CONDUCTING AN EVALUATION AND WILL BE BRIEFING THE BOARD REGARDING COUNTY ENERGY PROGRAMS. VICE-CHAIR NAITO EXPRESSED APPRECIATION TO CHAIR LINN AND DEPARTMENT STAFF. UPON MOTION OF COMMISSIONER CRUZ, SECONDED BY COMMISSIONER ROJO, R-6 WAS UNANIMOUSLY POSTPONED INDEFINITELY.**

## **DEPARTMENT OF SUPPORT SERVICES**

R-7 RESOLUTION Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 99-47

R-8 RESOLUTION Relating to Pay Administration For Employees Not Covered By Collective Bargaining Agreements And Repealing Resolution No. 99-48

**COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, TO POSTPONE R-7 AND R-8 INDEFINITELY. COMMISSIONER CRUZ EXPLANATION, ADVISING THIS IS AT THE REQUEST OF CHAIR LINN. R-7 AND R-8 UNANIMOUSLY POSTPONED INDEFINITELY.**

R-9 RESOLUTION Authorizing Salary Adjustments for Employees Not Covered by Collective Bargaining Agreements and the Multnomah County Sheriff

**COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-9. LEILA WRATHALL EXPLANATION AND REQUEST FOR AN AMENDMENT TO THE FIRST RESOLVE, DELETING THE WORD "CONFIDENTIAL" AND SUBSTITUTION OF A CORRECTED EXHIBIT. UPON MOTION OF COMMISSIONER ROBERTS, SECONDED BY COMMISSIONER CRUZ, THE AMENDMENT AND SUBSTITUTION WERE UNANIMOUSLY APPROVED. MS. WRATHALL RESPONSE TO A QUESTION OF COMMISSIONER CRUZ, ADVISING THAT GRANTING COST OF LIVING ADJUSTMENTS FOR HER EMPLOYEES IS AT THE COMMISSIONER'S DISCRETION. RESOLUTION 01-088 UNANIMOUSLY ADOPTED, AS AMENDED.**

*There being no further business, the meeting was adjourned at 11:34 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



Monday, June 25, 2001 - 12:00 - 4:30 PM  
Oregon Museum of Science and Industry, Auditorium  
1945 SE Water Avenue, Portland

## **HOUSING SUMMIT**

The Multnomah County Board of Commissioners Will Participate in the Key Leaders Summit on Special Needs Housing. For Further Information, Contact Multnomah County Housing Director Peter Wilcox at (503) 988-6299.



**Multnomah County Oregon**

# **Board of Commissioners & Agenda**

*connecting citizens with information and services*

## **BOARD OF COMMISSIONERS**

### **Diane Linn, Chair**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-3308 FAX (503) 988-3093  
Email: mult.chair@co.multnomah.or.us

### **Maria Rojo de Steffey,**

#### **Commission Dist. 1**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5220 FAX (503) 988-5440  
Email: district1.@co.multnomah.or.us

### **Serena Cruz, Commission Dist. 2**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5219 FAX (503) 988-5440  
Email: serena@co.multnomah.or.us

### **Lisa Naito, Commission Dist. 3**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5217 FAX (503) 988-5262  
Email: lisa.h.naito@co.multnomah.or.us

### **Lonnie Roberts, Commission Dist. 4**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214  
Phone: (503) 988-5213 FAX (503) 988-5262  
Email: lonnie.j.roberts@co.multnomah.or.us

### **ANY QUESTIONS? CALL BOARD**

**CLERK DEB BOGSTAD @ (503) 988-3277**

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

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

## **JUNE 19 & 21, 2001**

## **BOARD MEETINGS**

### **FASTLOOK AGENDA ITEMS OF INTEREST**

Pg. 2	9:00 a.m. Tuesday Budget Work Session
Pg. 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg. 4	9:30 a.m. Thursday Library RESULTS
Pg. 4	9:50 a.m. Thursday Resolution Adopting 2001-02 Service Districts Budgets
Pg. 5	10:45 a.m. Thursday Resolution Adopting the 2001-02 Multnomah County Budget
Pg. 5	12:00 p.m. Monday, June 25, 2001, Special Needs Housing Summit at OMSI
*	<b>Board and Agenda Web Site:</b> <b><a href="http://www.co.multnomah.or.us/cc/ind&lt;br/&gt;ex.html">http://www.co.multnomah.or.us/cc/ind ex.html</a></b>

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

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

Produced through Multnomah Community  
Television

Tuesday, June 19, 2001 - 9:00 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BUDGET DELIBERATIONS**

WS-1 County Budget Work Session: Discussion, Follow-up Info, Review Budget Amendments.

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## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM** **SHERIFF'S OFFICE**

- C-1 Renewal of Intergovernmental Revenue Agreement 0111031 with the Housing Authority of Portland, Providing Supervised Inmate Work Crews to Perform Labor on Housing Authority Properties

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2 Amendment 1 to Intergovernmental Revenue Agreement 0010201 with the Oregon Office of Alcohol and Drug Abuse, Increasing Funding by \$57,500 to Support Activities to Reduce Alcohol, Tobacco, and Other Drug Use by Youth

### **DEPARTMENT OF HEALTH**

- C-3 Budget Modification HD 9 Authorizing Increase of \$29,972 and .5 FTE in the Vector Control Budget within the Disease Control Division, Funded by a Contract Amendment from the City of Portland

### **DEPARTMENT OF COMMUNITY JUSTICE**

- C-4 Budget Modification DCJ 01\_01 Authorizing Addition of \$196,075 in Various Federal and Local Revenues to the Department of Community Justice FY 01 Budget

- C-5 Budget Modification DCJ 01\_02 Authorizing Addition of \$414,520 Grant Revenue, Carried Forward from FY 00, to the Department of Community Justice FY 01 Budget

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

- C-6 Amendment 3/Renewal of Intergovernmental Agreement 4600001503 with the City of Portland, Providing Maintenance of County Roads in Unincorporated Western Multnomah County
- C-7 Amendment 14/Renewal of Intergovernmental Revenue Agreement 3013087 with the City of Fairview, Providing Street Maintenance Services for the City
- C-8 Amendment 14/Renewal of Intergovernmental Revenue Agreement 3012987 with the City of Troutdale, Providing Street Maintenance Services for the City
- C-9 Amendment 14/Renewal of Intergovernmental Revenue Agreement 3012887 with the City of Wood Village, Providing Street Maintenance Services for the City
- C-10 RESOLUTION Authorizing the Sale of Six Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes
- C-11 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to Joey John Wesley Simpson and Kristy Gail Simpson, including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225
- C-12 RESOLUTION Authorizing the Private Sale of Certain Tax Foreclosed Property to Joey John Wesley Simpson and Kristy Gail Simpson, Including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225
- C-13 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to John Beirwagen, Including Direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**REGULAR AGENDA - 9:30 AM**

**PUBLIC COMMENT - 9:30 AM**

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

**DEPARTMENT OF LIBRARY SERVICES - 9:30 AM**

- R-1 Results from RESULTS: Teambuilding Makes a Difference at the Hollywood Branch Library. Presented by David Miles, Blake Kincaid, Ruth Metz and Tom McNamara. 10 MINUTES REQUESTED.

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 9:40 AM**

- R-2 RESOLUTION Authorizing Islamic Center of Portland Permit for Non-Exclusive Use of Parking Spaces at the Capitol Hill Library on Fridays from 12:00 p.m. to 2:00 p.m.

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 9:45 AM**

- R-3 RESOLUTION Authorizing Approval of the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 and Appointment of Lorenzo T. Poe, Jr. as County Financial Assistance Administrator

**SERVICE DISTRICTS - 9:50 AM**

(Recess as the Board of County Commissioners and convene as the governing body for Dunthorpe Riverdale Sanitary Service District No. 1)

- R-4 RESOLUTION Adopting the 2001-2002 Budget for the Dunthorpe Riverdale Sanitary Service District No. 1 and Making Appropriations

(Adjourn as the governing body for Dunthorpe Riverdale Sanitary Service District No. 1 and convene as governing body for Mid-County Street Lighting Service District No. 14)

- R-5 RESOLUTION Adopting the 2001-2002 Budget for the Mid-County Street Lighting Service District No. 14 and Making Appropriations

(Adjourn as the governing body for Mid-County Street Lighting Service District No. 14 and reconvene as Board of County Commissioners)

**NON-DEPARTMENTAL - 10:00 AM**

- R-6 RESOLUTION Authorizing Appointment of an Energy Task Force to Evaluate Impacts in the Event of an Energy Crisis on Multnomah County Government

**DEPARTMENT OF SUPPORT SERVICES - 10:10 AM**

- R-7 RESOLUTION Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 99-47
- R-8 RESOLUTION Relating to Pay Administration For Employees Not Covered By Collective Bargaining Agreements And Repealing Resolution No. 99-48
- R-9 RESOLUTION Authorizing Salary Adjustments for Employees Not Covered by Collective Bargaining Agreements and the Multnomah County Sheriff
- R-10 SUPPLEMENTAL Budget Modification NOND 3 Adding Interest Revenue and Expense to Reflect the Issue of Additional Tax Revenue Anticipation Notes in FY 2001
- R-11 RESOLUTION Adopting the 2001-02 Budget for Multnomah County and Making Appropriations Thereunder, Pursuant to ORS 294.435
- R-12 RESOLUTION Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 2001-02
- 

Monday, June 25, 2001 - 12:00 - 4:30 PM  
Oregon Museum of Science and Industry, Auditorium  
1945 SE Water Avenue, Portland

## **HOUSING SUMMIT**

The Multnomah County Board of Commissioners Will Participate in the Key Leaders Summit on Special Needs Housing. For Further Information, Contact Multnomah County Housing Director Peter Wilcox at (503) 988-6299.

MEETING DATE: JUN 21 2001  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA with Housing Authority of Portland

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

REGULAR MEETING: DATE REQUESTED: Next available  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Barbara Simon TELEPHONE #: 503-988-4326  
BLDG/ROOM #: 503/350

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐  
OTHER

**SUGGESTED AGENDA TITLE:**

To Provide Supervised Inmate Work Crews to Perform Labor on Housing Authority Properties.

06/22/01 ORIGINALS TO DAVID BEAKSMA

**SIGNATURES REQUIRED:**  
ELECTED OFFICIAL: Dan Noelle  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions: Call the Board Clerk @ (503) 988-3277

01 JUN 21 AM 9:59  
MULTI-MEDIA CENTER  
RECORDED



# *Multnomah County Sheriff's Office*

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

**DAN NOELLE**  
**SHERIFF**

Phone: (503) 988-4300

TTY: (503) 988-4500

---

## **BOARD OF COUNTY COMMISSIONERS**

### **AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT**

**To:** Board of County Commissioners  
**From:** Barbara Simon  
**Today's Date:** June 13, 2001  
**Requested Placement Date:** June 21, 2001

- I. Recommendation/Action Requested:**  
Approve IGA between HAP and the MCSO for the use of supervised inmate work crews to perform general labor, including but not limited to grounds maintenance, yard and nursery work, light carpentry, painting and debris removal at sites owned, operated or managed by HAP.
- II. Background Analysis**  
HAP has been contracting with the MCSO since 1994 for these services.
- III. Financial Impact**  
HAP will pay the MCSO \$121,680 for FY 01-02 and \$135,720 for FY 02-03.
- IV. Legal Issues**  
The IGA has been approved by the County Attorney
- V. Controversial Issues**  
None
- VI. Link to Current County Policies**  
Good Government
- VII. Citizen Participation**  
None
- VIII. Other Government Participation**  
Housing Authority of Portland



## Government Contract (Non-190 Agreement)

THIS AGREEMENT is made and entered into between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Housing Authority of Portland ("HAP").

### RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County; and

WHEREAS, pursuant to the provisions of ORS chapter 456, the Housing Authority of Portland is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, HAP desires to contract with MCSO for services provided by inmate work crews; and

WHEREAS, MCSO is able and prepared to provide the services required by HAP under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree to be bound as follows:

### **INMATE WORK CREWS**

1. MCSO agrees to provide, at HAP's request, a supervised inmate work crew to perform general labor, including but not limited to grounds maintenance, yard and nursery work, light carpentry, painting, and debris removal, at sites owned, operated or managed by HAP. One crew will be provided on Tuesday and Wednesday. Two crews will be provided on Thursday and Friday. No crew will be provided, however, in the event of a vacancy of the deputy scheduled for that day.
2. MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections deputies trained and experienced in managing inmate work crews.

3. MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
4. MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by HAP, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to HAP.
5. HAP agrees to provide all materials, including but not limited to, paint, edger blades, nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

#### **HAZARDOUS MATERIALS EXCEPTION**

6. The parties agree that:
  - (a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
  - (b) No inmate work crew provided under this agreement shall be required to clean-up any dump site where known or suspected hazardous materials are present; and
  - (c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

**COMPENSATION**

7. HAP agrees to pay to MCSO for services rendered under this agreement at the following rates:

Period	Per Day Rate	Maximum Amount Per Year
July 1, 2001-June 30, 2002	\$390	\$121,680
July 1, 2002-June 30, 2003	\$435	\$135,720

8. MCSO agrees to bill HAP on the last working day of each calendar month. HAP agrees to pay MCSO within 30 days of receipt of MCSO's monthly invoice.

**PERSONNEL MATTERS**

9. The parties agree that the corrections deputies provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the County. All assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
10. The parties agree that HAP does not assume any liability for the direct payment of any wages, salaries or other compensation to assigned personnel performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
11. The County agrees to maintain workers' compensation insurance coverage for its assigned personnel, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
12. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding assigned personnel under this agreement shall be governed by the provisions of existing collective bargaining agreements between the assigned personnel's bargaining unit and their public employer.
13. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the County.

## **INDEMNIFICATION AND LIABILITY**

14. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless HAP, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.
15. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, HAP shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of HAP personnel acting pursuant to the terms of this agreement.

## **CONTRACT ADMINISTRATION**

16. MCSO designates Sergeant Phil Anderchuck, Work Crew Manager, to represent MCSO in all matters pertaining to administration of this agreement.
17. HAP designates Jeff Baer, Purchasing Manager, to represent HAP in all matters pertaining to administration of this agreement.
18. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle  
Multnomah County Sheriff  
501 SE Hawthorne Blvd.  
Portland, OR 97214

Jeff Baer  
Housing Authority of Portland  
8910 N. Woolsey Ave.  
Portland, OR 97203

## **CONTRACT MODIFICATION AND TERMINATION**

19. This Agreement shall be effective July 1, 2001 and shall run through June 30, 2003.
20. The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within 90 days prior to its expiration.

21. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.
22. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both HAP and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

By: Dan Noelle  
Dan Noelle, Sheriff

Date: 6/7/01

HOUSING AUTHORITY OF PORTLAND

By: \_\_\_\_\_  
Dennis L. West, Executive Director

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

Reviewed  
Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

By: [Signature]  
(Assistant Counsel)

Date: 6/12/01

MULTNOMAH COUNTY

By: \_\_\_\_\_  
Diane Linn, Chair

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

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0111031  
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-1 DATE 06-21-01</b> <b>DEB BOGSTAD, BOARD CLERK</b>

Department: Sheriff's Office Division: Corrections Date: 06-05-01  
 Originator: Sgt. Phil Anderchuck Phone: 988-5039 Bldg/Rm: 314/Workcrews  
 Contact: David Braaksma Phone: 988-4415 Bldg/Rm: 503/350

Description of Contract: Provide Supervised Inmate Workcrews to Perform Labor on Housing Authority Properties

RENEWAL: ☐ PREVIOUS CONTRACT #(S): 800067, 800308, 800429

RFP/BID: RFP/BID DATE:

EXEMPTION EXEMPTION EXPIRATION ORS/AR

#/DATE: DATE: #:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor Housing Authority of Portland	Remittance address
Address 8910 Woolsey Avenue	(If different)
Portland, OR 97203	
Attn: Jeff Baer	
Phone 335-8886 735-4209	Payment Schedule / Terms
Employer ID# or SS#	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date 07-01-01	<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30
Termination Date 06-30-03	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$	
Total Amt of Previous Amendments \$	<input type="checkbox"/> Requirements Not to Exceed \$ 257,400
Amount of Amendment \$	(912, 680 = FIRST YEAR / 1135, 720 = SECOND YEAR)
Total Amount of Agreement \$ 257,400	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES:

Department Manager	<i>[Signature]</i>	DATE 06/06/01
Purchasing Manager	<i>[Signature]</i>	DATE
(Class II Contracts Only)		
County Counsel	<i>[Signature]</i>	DATE 06/12/01
County Chair	<i>[Signature]</i>	DATE 6-22-01
Sheriff	<i>[Signature]</i>	DATE 6/12/01
Contract Administration		DATE
(Class I, Class II Contracts only)		

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

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

CC: 601427  
6/L: 50170

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Housing Authority of Portland ("HAP").

### RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, pursuant to the provisions of ORS chapter 456, the Housing Authority of Portland is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, HAP desires to contract with MCSO for services provided by inmate work crews; and

WHEREAS, MCSO is able and prepared to provide the services required by HAP under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

### **INMATE WORK CREWS**

1. MCSO agrees to provide, at HAP's request, a supervised inmate work crew to perform general labor, including but not limited to grounds maintenance, yard and nursery work, light carpentry, painting, and debris removal, at sites owned, operated or managed by HAP. One crew will be provided on Tuesday and Wednesday. Two crews will be provided on Thursday and Friday. No crew will be provided, however, in the event of a vacancy of the deputy scheduled for that day.

2. MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections deputies trained and experienced in managing inmate work crews.
3. MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
4. MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by HAP, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to HAP.
5. HAP agrees to provide all materials, including but not limited to, paint, edger blades, nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

#### **HAZARDOUS MATERIALS EXCEPTION**

6. The parties agree that:
  - (a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
  - (b) No inmate work crew provided under this agreement shall be required to clean-up any dump site where known or suspected hazardous materials are present; and
  - (c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

#### **COMPENSATION**



7. HAP agrees to pay to MCSO for services rendered under this agreement at the following rates:

Period	Per Day Rate	Maximum Amount Per Year
July 1, 2001-June 30, 2002	\$390	\$121,680
July 1, 2002-June 30, 2003	\$435	\$135,720

8. MCSO agrees to bill HAP on the last working day of each calendar month. HAP agrees to pay MCSO within 30 days of receipt of MCSO's monthly invoice.

### **PERSONNEL MATTERS**

9. The parties agree that the corrections deputies provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the County. All assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
10. The parties agree that HAP does not assume any liability for the direct payment of any wages, salaries or other compensation to assigned personnel performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
11. The County agrees to maintain workers' compensation insurance coverage for its assigned personnel, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
12. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding assigned personnel under this agreement shall be governed by the provisions of existing collective bargaining agreements between the assigned personnel's bargaining unit and their public employer.
13. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the County.

### **INDEMNIFICATION AND LIABILITY**

14. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless HAP, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.
15. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, HAP shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of HAP personnel acting pursuant to the terms of this agreement.

#### **CONTRACT ADMINISTRATION**

16. MCSO designates Sergeant Phil Anderchuck, Work Crew Manager, to represent MCSO in all matters pertaining to administration of this agreement.
17. HAP designates Jeff Baer, Purchasing Manager, to represent HAP in all matters pertaining to administration of this agreement.
18. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle  
Multnomah County Sheriff  
501 SE Hawthorne Blvd.  
Portland, OR 97214

Jeff Baer  
Housing Authority of Portland  
8910 N. Woolsey Ave.  
Portland, OR 97203

#### **CONTRACT MODIFICATION AND TERMINATION**

19. This Agreement shall be effective July 1, 2001 and shall run through June 30, 2003.
20. The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within 90 days prior to its expiration.
21. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.

22. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both HAP and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

By: \_\_\_\_\_  
Dan Noelle, Sheriff

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

HOUSING AUTHORITY OF PORTLAND

By: \_\_\_\_\_  
Dennis L. West, Executive Director

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

REVIEWED:

Thomas Sponsler, County Attorney  
for Multnomah County, Oregon

By: \_\_\_\_\_  
Jacqueline A. Weber  
Assistant County Attorney

Date: 6/13/01

BOARD OF COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_  
Diane M. Linn, Chair

Date: JUNE 21, 2001

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

MEETING DATE: JUN 21 2001  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30  
LOCATION: BOARD ROOM 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Amendment of the Intergovernmental Revenue Agreement with the Oregon Office of Alcohol and Drug Abuse Programs increasing funding by \$57,500.

**BOARD BRIEFING:**                      **DATE REQUESTED:** \_\_\_\_\_  
   **REQUESTED BY:** \_\_\_\_\_  
   **AMOUNT OF TIME NEEDED:** \_\_\_\_\_

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

**DEPARTMENT:** Community and Family Services      **DIVISION:** Behavioral Health

**CONTACT:** Lorenzo Poe/Gayle Kron      **TELEPHONE #:** (503) 988-3999, ext. 26392  
   **BLDG/ROOM #:** 166/6

**PERSON(S) MAKING PRESENTATION:** \_\_\_\_\_ *N/A*

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

**SUGGESTED AGENDA TITLE:**

**Amendment of the Intergovernmental Revenue Agreement with the Oregon Office of Alcohol and Drug Abuse Program, October 1, 2000 through September 30, 2001**

*06/22/01 ORIGINALS to Lynn Lewis*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
(OR)  
**DEPARTMENT MANAGER:** Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



Department of Community and Family Services

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**MULTNOMAH COUNTY OREGON**

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

TO: Board of County Commissioners

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

DATE: May 29, 2001

SUBJECT: FY 1999-00 Class III Intergovernmental Agreement with the Oregon Office of Alcohol and Drug Abuse Programs (OADAP) – Amendment #1

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**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends County Chair approval of the attached Amendment with the Oregon Office of Alcohol and Drug Abuse Programs for \$57,500 for the period of October 1, 2000 to September 30 2001.

**II. Background/Analysis:** This amendment will provide funding for year three of the local State Incentive Cooperative Agreement (SIG), in order to collaboratively develop an alcohol and other drug (ATOD) prevention system that is based on best practices and identifies outcomes. The Regional Drug Initiative has and will continue to serve as Task Force convener and review body.

**III. Financial Impact:** The Amendment is for \$57,500 for the period October 1, 2001 through September 30, 2001. The funds are included in the Department budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This agreement continues to support activities to reduce alcohol, tobacco, and other drug (ATOD) use by youths (12-17 year olds) through building strong partnerships with Oregon counties, tribal governments for implementation of effective locally focused prevention strategies and practices founded on scientific research

**VII. Citizen Participation:** N/A

**VIII. Other Government Participation:** The agreement represents an ongoing intergovernmental, cooperative project to reduce juvenile crime, reducing ATOD use and improving collaborative efforts.

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedure CON-1)

Contract #: **0010201**

Amendment #: **1**

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

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue  <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p align="center">AGENDA # <u>C-2</u> DATE <u>6/21/01</u>  <b>DEB BOGSTAD, BOARD CLERK</b></p>

Department: <u>Community and Family Services</u>	Division: _____	Date: <u>May 29, 2001</u>
Originator: <u>Gayle Kron</u>	Phone: <u>26392</u>	Bldg/Rm: <u>166/6</u>
Contact: <u>Lynn Ervins</u>	Phone: <u>26644</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **This amendment provides funding for year three (3) of the local SIG Grant. The purpose of the grant is to reduce alcohol, tobacco and other drug (ATOD) use by youths between the ages of 12-17 years old through building strong partnerships with Oregon counties and tribal governments for implementation of effective locally-focused prevention strategies and practices founded on scientific research.**

RENEWAL: <input type="checkbox"/>		PREVIOUS CONTRACT #(S): _____	
RFP/BID: _____	RFP/BID DATE: _____		
EXEMPTION _____	EXEMPTION EXPIRATION _____	ORS/AR _____	
#/DATE: _____	DATE: _____	# _____	
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> DBE <input type="checkbox"/> NAT <input type="checkbox"/> NONE (Check all boxes that apply)			

Contractor <b>Oregon Office of Alcohol and Drug Abuse Programs</b>	
Address <u>Human Resource Building</u> <u>500 Summer Street NE</u> <u>Salem, OR 97310-1016</u>	Remittance Address _____ (If different) _____
Phone <u>(503) 378-8467</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-0592162</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>October 1, 2000</u>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <u>September 30, 2001</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>50,000.00</u>	
Total Amt of Previous Amendments \$ <u>0</u>	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ <u>57,500.00</u>	
Total Amount of Agreement \$ <u>107,500.00</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager <u><i>Lolengobae</i></u>	DATE <u>6/5/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Fate Guff</i></u>	DATE <u>6/12/01</u>
County Chair <u><i>Chris J.</i></u>	DATE <u>6-22-01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

CUSTOMER NUMBER 300137	DEPT REFERENCE
LINE #	WBS CODE
01	BHDADMINISICA
02	BHDDRISICA



# Oregon

John A. Kitzhaber, M.D., Governor

## Department of Human Services

*Contracts and Purchasing Unit*

500 Summer Street NE, HRB003

Salem, Oregon 97310

(503) 945-5818

Purchasing FAX (503) 373-7365

Contracts FAX (503) 373-7889

TTY (503) 945-5928

Agreement #86-330

### AMENDMENT TO INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT

1. This agreement is between the State of Oregon, acting by and through the Office of the Governor, ("Governor"), and Multnomah County, a local unit of government of the State of Oregon or federally recognized tribal government.
2. The Office of Alcohol and Drug Abuse Programs ("OADAP") acting on behalf of the "Governor", will administer the State Incentive Cooperative Agreement (SIG) grant portion of Oregon's High-Risk Juvenile Crime Prevention Partnership.
3. This is Amendment No. 1 to original Agreement No. 86-330. Language to be deleted or replaced is indicated with **[bold brackets]**; new language is indicated with **bold underlining**.
4. The purpose of this amendment is to provide funding for year three (3) of the local SIG Grant for the period October 1, 2000 through September 30, 2001.
5. This Amendment shall become effective on the date at which all parties have signed this Amendment.
6. Paragraph 6 is hereby amended as follows:

The SIG resources are authorized and available through **[a] yearly grants** to counties and tribal governments who operate alcohol and drug services under **[ORS] OAR 415-12-000** through 415-12-090. These resources up to \$50,000 **per year** will be available upon receipt of a signed "memorandum of agreement" (MOA) by the Board of Commissioners or Tribal Chair. Counties or Tribal governments requesting more than \$50,000 **per year** must submit a detailed budget and justification which must be reviewed and approved by OADAP as described under the funding allocation on page 3 of this document.

7. Page 3, Section 3, is hereby amended as follows:
  3. Requests for State Incentive Cooperative Agreement Grant Funds exceeding the base funding allocation of \$50,000 **per year** will be reviewed by OADAP and JCPAC upon submission of a detailed budget, and justification. Requests will be considered approved contingent upon availability of funding and integration with the Juvenile Crime Prevention Plan and the biennial county ATOD plan.

*"Assisting People to Become Independent, Healthy and Safe"*  
An Equal Opportunity Employer



8. Page 3, of this document is hereby amended by adding the following:

County/Tribal SIG grant (for year three of the SIG grant only). The funds for year three of the local SIG grant beginning October 1, 2000 through September 30, 2001 will be used in accordance with the following :

<u>Local SICA Coordinator Salary</u>	<u>\$21,582</u>	21,852
<u>Local SICA Coordinator Fringe Benefits</u>	<u>\$ 9,833</u>	LTP/mas
<u>Local SICA Coordinator Supplies, misc. Please describe amounts over \$5,000</u>	<u>\$ 7,047</u>	
<u>Local SICA Coordinator Conferences, Training, etc.</u>	<u>\$11,316</u>	
<u>Administrative Expenses</u>	<u>\$ 7,452</u>	
<u>Total Request for year three</u>	<u>\$57,500</u>	

9. Page 3, Total Request, is hereby amended as follows:

Total Request for year two and year three: [\$49,965] \$107,465

10. Page 2, Recitals, Paragraph 11 is hereby amended to add the following:

- The appointing authority shall ensure that the SICA Coordinator participates in the annual OADAP Prevention Conference (November 2000) by bringing 2 to 3 local members to the conference.
- The appointing authority shall ensure SICA coordinator participation in OADAP sponsored SIG meetings (2-3 meetings between October 2000 and September 2001).
- The appointing authority shall ensure that the remaining funds from the additional \$7,500 allocated to the "Local SICA Coordinator Conferences, Trainings, etc." line item within the year three budget shall be used to increase local collaborative planning efforts and competencies of local SICA and ATOD prevention staff through trainings, workshops, etc...

11. Page 4, is hereby amended by adding the following as paragraph 8:

Any recipient of grant funds, pursuant to this agreement with the State shall assume sole liability for that recipient's breach of the conditions of the Grant, and shall, upon recipients breach of Grant conditions that requires the State to return funds to the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any



available contingency funds or other available non-appropriated funds, up to the received under this agreement.

12. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.

13. SIGNATURES

COUNTY:



Diane M. Linn  
Multnomah County Chair

6.22.01  
Date

DEPARTMENT:

N/A  
Office of Alcohol and Drug Abuse Programs

Date

REVIEWED:

SICA Coordinator Supervisor

Date

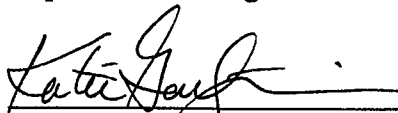
DHR Contracts Coordinator

Date

COUNTY:

  
Department Manager

6/5/01  
Date

  
County Attorney

6/11/01  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

06/21/01

(Date)

DEPARTMENT: HEALTHDIVISION: Disease Prevention & ControlCONTACT: DEBRA NEWTONPHONE: 26432

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Dave HoughtonSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

Approve an increase of \$29,972 and .5 FTE in the Vector Control budget in the Disease Control Division. The increases are funded by a contract amendment from City of Portland, Bureau of Environmental Services.

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

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

Adds .5 Environmental Health Specialist funded with dollars from the City of Portland.

01 JUN 13 AM 10:41  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONERS

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Increase Contract Revenue \$29,972

TOTAL \$29,972

## 4. CONTINGENCY STATUS [To Be Completed by Budget &amp; Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
(Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By:

Debra Newton

Date:

6-8-01

Department Director:

William Shirley / cry

Date:

6/8/01

Plan / Budget Analyst:

Debra Newton

Date:

6-13-01

Employee Services:

Date:

Board Approval:

Deborah C. Bogstad 06/21/01

## Budget Modification Request FY 2000-01

Date: 06/08/01

Contact: Lila Wickham

		Cost Center:	Cost Center:	Cost Center:	
<b>Expenditures</b>					
Cost Element	Cost Element Name	WBS Element	WBS Element	WBS Element	Total
		403320			
60000	Permanent Personnel	18,618			18,618
60100	Temporary Personnel				0
60110	Overtime				0
60130	Salary-Related Exp	4,146			4,146
60140	Insurance Benefits	3,080			3,080
60160	Pass-Through Pymts				0
60170	Professional Services				0
60180	Printing				0
60240	Supplies	4,128			4,128
60260	Education and Train.				0
60270	Local Travel/Mileage				0
60350	Indirect Costs				0
60370	Telephone				0
60390	PC Flat Fee				0
60410	Motor Pool				0
60430	Building Management				0
60460	Distribution/Postage				0
	<b>TOTAL</b>	<b>29,972</b>	<b>0</b>	<b>0</b>	<b>29,972</b>
FTE Changes (Described in Narrative):					0.00
<b>Revenues</b>					
Cost Element	Cost Element Name	WBS Element	WBS Element	WBS Element	Total
		30220			
50200	IG Local Source	29,972			29,972
	<b>TOTAL</b>	<b>29,972</b>	<b>0</b>	<b>0</b>	<b>29,972</b>

# BUDGET MODIFICATION: HD9

## 5. ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
	403320			EHS	6356	0.50	18,618	4,146	3,080	25,844
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.50	18,618	4,146	3,080	25,844



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN  
MARIA ROJO DE STEFFEY  
SERENA CRUZ  
LISA NAITO  
LONNIE ROBERTS

HEALTH DEPARTMENT  
BUSINESS SERVICES  
1120 SW FIFTH AVENUE, SUITE 1430  
PORTLAND, OR 97204  
PHONE (503) 988-3056

TO: Board of County Commissioners  
FROM: Lillian Shirley  
TODAY'S DATE: June 13, 2001  
REQUESTED PLACEMENT DATE: June 21, 2001  
SUBJECT: Health Budget Modification Number 9

---

**I. Recommendation / Action Requested:**

Approve increases of \$29,972 and .5 FTE in the Vector Control budget. The increases are funded by a contract amendment from City of Portland, Bureau of Environmental Services.

**II. Background / Analysis:**

Sewer baiting practices were significantly modified to a more labor-intensive model to comply with the requirements of the Pesticide Use Plan as approved by the Oregon Health Division and the Oregon Department of Fish and Wildlife, United States Forest Service and Endangered Species Act. Procedures for data gathering and analysis were enhanced to assure that analytic capacity and identified outcomes could be evaluated. The contract funds were increased to meet the obligations of the increased capacity required to perform the contractual obligations. The contract funds are exclusively for the purposes specified in the contract and do not include discretionary funds.

**III. Financial Impact:**

Adds \$29,972 of contract dollars to the vector control budget.

**IV. Legal Issues: NA**

**V. Controversial Issues: NA**

**VI. Link to Current County Policies: NA**

**VII. Citizen Participation: NA**

**VIII. Other Government Participation: NA**

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: Department of Community JusticeDIVISION: N/ACONTACT: Shaun ColdwellPHONE: 503-988-3961

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

N/A Request placement on Consent CalendarSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)**Addition of \$196,075 in various federal and local revenues to the Department of Community Justice FY01 budget.**

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

**[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET****This budget modification increases Pass Through Pay and Professional Services by \$136,516; Education/Training by \$34,705 and Supplies by \$21,786. Through additional Indirect Cost, it increases general fund Contingency by \$3,068.**

01 JUN 13 AM 8:31  
CLACKAMAS COUNTY  
OREGON

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Increases CJ002.WATER by:	\$5,000
Increases CJ001.DRUGCT by:	\$16,431
Increases CJ005.SOY by:	\$3,303
Increases CJ002.LLEBG by:	\$112,500
Increases CJ001.VESTS by:	\$22,956
Increases CJ003.BYRNE by:	\$2,805
Increases Cost Center 501000 by Clackamas County local revenue:	\$25,000
Increases CJ019.STATEMH by:	\$8,080
<b>TOTAL</b>	<b>\$196,075</b>

## 4. CONTINGENCY STATUS [To Be Completed by Budget]

\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
(Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

## EXPENDITURES & REVENUES

BMDJ01\_01

Budget Fiscal Year: 00/01

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit		WBS Element	Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center							
1	50-83	1505			CJ002.WATER	60160		4,965	4,965		Pass Thru Pay Youth stipends
2	50-83	1505			CJ002.WATER	60350		35	35		Indirect Cost, \$3,280 x .7% rate.
3								0		5,000	Subtotal JCJ Payback, CJ002.WATER
4	50-51	1505			CJ001.DRUGCT	60170		5,889	5,889		Incr Prof Svcs, tx reps to attend conf & court.
5	50-51	1505			CJ001.DRUGCT	60260		9,705	9,705		Incr Educ/Train'g, Natl conf & mentor site visits.
6	50-51	1505			CJ001.DRUGCT	60350		837	837		Indirect Cost, \$16,431 x 5.37% rate.
7								0		16,431	Subtotal JCJ Mgmt, CJ001.DRUGCT
8	50-80	1505			CJ005.SOY	60170		3,135	3,135		Incr Prof Svcs, Wa SOY pgm facilitators
9	50-80	1505			CJ005.SOY	60350		168	168		Indirect Cost, \$3,303 x 5.37% rate.
10								0		3,303	Subtotal, JCJ Skill Dev, CJ005.SOY
11	50-40	1505			CJ002.LLEBG	60160		111,718	111,718		Incr Prof Svcs, InAct Contr # 46-980
12	50-40	1505			CJ002.LLEBG	60350		782	782		Indirect Cost, \$111,718 x .7%.
13								0		112,500	Subtotal, Tx Svcs Drug Diversion
14	50-14	1505			CJ001.VESTS	60240		21,786	21,786		Incr Supplies, bullet-proof vests for ACJ
15	50-14	1505			CJ001.VESTS	60350		1,170	1,170		Indirect Cost, \$21,786 x 5.37%.
16								0		22,956	Subtotal, ACJ arming
17	50-81	1505			CJ003.BYRNE.SAI	60160		2,785	2,785		Incr Pass Thru Pay.
18	50-81	1505			CJ003.BYRNE.SAI	60350		20	20		Indirect Cost \$2,785 x .7% rate.
19								0		2,805	Subtotal JCJ SAI, CJ003.BYRNE.SAI
20	50-11	1000		501000		60260		25,000	25,000		Incr/Educ/Tmg, CI Co Force Continuum/Firearms
21								0		25,000	Subtotal, ACJ Mgmt
22	50-40	1505			CJ019.STATEMH	60160		8,024	8,024		Incr Pass Thru Pay contracted svcs.
23	50-40	1505			CJ019.STATEMH	60350		56	56		Indirect Cost \$8,024 x .7% rate.
24								0		8,080	Subtotal Tx Svcs Drug Diversion
25								0			
26								0			
27								0			
28								0			
29								0			
								196,075		196,075	Total - Page 1
								0		0	GRAND TOTAL

## EXPENDITURES & REVENUES

BMDJ01\_01

Budget Fiscal Year: 00/01

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit		WBS Element	Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center							
30	50-83	1505			CJ002.WATER	50200		(5,000)	(5,000)		
31	50-83	1505			CJ001.DRUGCT	50170		(16,431)	(16,431)		
32	50-51	1505			CJ005.SOY	50200		(3,303)	(3,303)		
33	50-40	1505			CJ002.LLEBG	50200		(112,500)	(112,500)		
34	50-14	1505			CJ001.VESTS	50170		(22,956)	(22,956)		
35	50-81	1505			CJ003.BYRNE.SAI	50190		(2,805)	(2,805)		
36	50-11	1000		501000		50200		(25,000)	(25,000)		
37	50-40	1505			CJ019.STATEMH	50190		(8,080)	(8,080)		
38								0		(196,075)	Subtotal DCJ Various Revenues
39								0			
40	19	1000		9500001000		50310		(3,068)	(3,068)		Indirect Reimbursement revenue in G/F
41	19	1000		9500001000		60470		3,068	3,068		CGF Contingency expenditure
42								0			
43								0			
44								0			
45								0			
46								0			
47								0			
48								0			
49								0			
50								0			
51								0			
52								0			
53								0			
54								0			
55								0			
56								0			
57								0			
58								0			
								(196,075)		(196,075)	Total - Page 2
								0		0	GRAND TOTAL



**MEMORANDUM**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Elyse Clawson, Director  
Department of Community Justice

**DATE:** June 6, 2001

**RE:** Request for FY01 BMDCJ01\_01 Budget Modification Approval

- I. **Action Requested:** Approve budget modification DCJ01\_01 to add \$196,075 in various federal and local revenues to the Department of Community Justice FY01 Budget.
- II. **Background Analysis:** This amendment adds \$136,516 in contracted services, to include juvenile payback youth crew stipends; treatment representatives' attendance at case conferences and drug treatment court; facilitation of juvenile Washington County Save Our Youth (SOY) program sessions; and corrections-oriented outpatient substance abuse and health services for the STOP drug diversion program. It increases Education/Training by \$34,705 to cover national conference and mentor drug court site visits and the annual continuation of the Multnomah and Clackamas Counties' Force Continuum/Firearms training. It also increases Supplies by \$21,786 for the purchase of bullet-proof vests.
- III. **Financial Impact:** Increases DCJ's federal/state budget by \$171,075 and general fund by \$25,000. Increases county general fund Contingency by \$3,068 Indirect Cost.
- IV. **Legal Issues:** N/A
- V. **Controversial Issues:** N/A
- VI. **Link to Other County Policies:** N/A
- VII. **Other Government Participation:** The Continuum Training and Firearms Training Qualifying contracted services are a collaborative training arrangement between Multnomah County Community Justice and Clackamas County Community Corrections. Additional collaborative efforts are represented by the 50% reimbursement of the costs of bulletproof vests through the Bulletproof Vest Program. The Sheriff's Office is the designated Multnomah County jurisdictional contact to the federal program for DCJ and the DA's Office.

JUN 21 2001

C-5

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: Community JusticeDIVISION: N/ACONTACT: Shaun ColdwellPHONE: 503-988-3961

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

N/A Request placement on Consent CalencSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

Addition of \$414,520 grant revenue, carried forward from FY00, to the Department of Community Justice FY01 budget.

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

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

This budget modification adds \$179,523 in Juvenile Accountability Block Grant expense and \$234,997 in Governor's Plan expenditures. The grant revenue increases Professional Services by \$163,260, Supplies by \$7,114, Temporary personnel by \$223,020 and Indirect Cost by \$21,126.

01 JUN 13 AM 8:31  
MULTI-COUNTY  
OREGON  
COUNTY COMMISSIONER

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Increase CJ003.JABG, carried forward from FY00, by:

\$179,523

Increase CJ011.GOV, carried forward from FY00, by:

\$234,997

**TOTAL \$414,520**

## 4. CONTINGENCY STATUS [To Be Completed by Budget]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION AS OF \_\_\_\_\_  
(Specify Fund)

AFTER THIS MODIFICATION: \_\_\_\_\_

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

Budget Modification:

BMDCJ01\_02

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	50-50	1505			CJ003.JABG.NECOALITION	60170		56,786	56,786		Incr Prof Svcs youth gang outreach svcs
2	50-50	1505			CJ003.JABG.NECOALITION	60350		3,049	3,049		Indirect Cost \$56,786 x 5.37% rate
3	50-50	1505			CJ003.JABG.NEWAVE	60170		54,000	54,000		Incr Prof Svcs youth reception center
4	50-50	1505			CJ003.JABG.NEWAVE	60350		2,900	2,900		Indirect Cost \$54,000 x 5.37% rate
5	50-50	1505			CJ003.JABG.NEOFFICE	60240		7,114	7,114		Incr Supplies
6	50-50	1505			CJ003.JABG.NEOFFICE	60350		382	382		Indirect Cost \$2,818 x 5.37% rate
7	50-90	1505			CJ003.JABG.IS	60170		52,474	52,474		Incr Prof Svcs data system linkage
8	50-90	1505			CJ003.JABG.IS	60350		2,818	2,818		Indirect Cost \$52,474 x 5.37% rate
9								0		179,523	<b>Subtotal CJ003.JABG</b>
10	50-50	1505			CJ0112.GOV.BASIC.PROB	60100		31,760	31,760		Incr Temp base, Counseling Supervision
11	50-50	1505			CJ0112.GOV.BASIC.PROB	60135		8,007	8,007		Incr Nbase Sal-Rel, Counseling Sup
12	50-50	1505			CJ0112.GOV.BASIC.PROB	60145		1,231	1,231		Incr Nbase Ins, Counseling Sup
13	50-50	1505			CJ0112.GOV.BASIC.PROB	60350		2,202	2,202		Indirect Cost \$40,998 x 5.37%
14								0		43,200	<b>Subtotal Gov Plan Probation Sup</b>
15	50-50	1505			CJ012.GOV.BASIC.DET.CORR	60100		45,465	45,465		Incr Temp base, Detention
16	50-50	1505			CJ012.GOV.BASIC.DET.CORR	60135		11,461	11,461		Incr Nbase Sal-Rel, Detention
17	50-50	1505			CJ012.GOV.BASIC.DET.CORR	60145		1,762	1,762		Incr Nbase Ins, Detention
18	50-50	1505			CJ012.GOV.BASIC.DET.CORR	60350		3,152	3,152		Indirect Cost \$58,688 x 5.37% rate
19								0		61,840	<b>Subtotal Gov Plan Detention</b>
20	50-50	1505			CJ011.GOV.BASIC.PREV.INTERVENT	60100		95,545	95,545		Incr Temp base, Early Intervention
21	50-50	1505			CJ011.GOV.BASIC.PREV.INTERVENT	60135		24,087	24,087		Incr Nbase Sal-Rel, Early Intervention
22	50-50	1505			CJ011.GOV.BASIC.PREV.INTERVENT	60145		3,702	3,702		Incr Nbase Ins, Early Intervention
23	50-50	1505			CJ011.GOV.BASIC.PREV.INTERVENT	60350		6,623	6,623		Indirect Cost \$123,334 x 5.37%.
24								0		129,957	<b>Subtotal Gov Plan Early Intervention</b>
25	50-50	1505			CJ003.JABG	50190		(124,231)	(124,231)		Incr JABG rev, Juv Court Services
26	50-90	1505			CJ003.JABG	50190		(55,292)	(55,292)		Incr JABG rev, Information Systems
27	50-50	1505			CJ011.GOV	50190		(234,997)	(234,997)		Incr Gov Plan, JCJ Counseling Svcs
28								0		(414,520)	<b>Subtotal grant carryover revenue</b>
29	19	1000		9500001000		50310		(21,126)	(21,126)		<b>Indirect Reimbursement revenue in G/F</b>
								(21,126)		0	<b>Total - Page 1</b>
								0		0	<b>GRAND TOTAL</b>

Budget Modification:

BMDCJ01\_02

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
30	19	1000		9500001000		60470		21,126	21,126		CGF Contingency expenditure
31	70-80	3500		708000		50310		(6,695)	(6,695)		Insurance Revenue
32	70-80	3500		708000		60330		6,695	6,695		Offsetting Insurance expenditure
33								0			
34								0			
35								0			
36								0			
37								0			
38								0			
39								0			
40								0			
41								0			
42								0			
43								0			
44								0			
45								0			
46								0			
47								0			
48								0			
49								0			
50								0			
51								0			
52								0			
53								0			
54								0			
55								0			
56								0			
57								0			
58								0			
								21,126		0	Total - Page 2
								0		0	GRAND TOTAL

**MEMORANDUM**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: Elyse Clawson, Director**  
**Department of Community Justice**

**DATE: June 6, 2001**

**RE: Request for FY01 BMDCJ01\_02 Budget Modification Approval**

- I. **Action Requested:** Approve budget modification DCJ01\_02 to add \$414,520 in grant revenue to the Department of Community Justice FY01 Budget.
- II. **Background Analysis:** This house-keeping amendment adjusts for actual grant revenues to be received in the current year. The revenue, unexpended in FY00 and carried forward into FY01, increases youth gang outreach contracted services and funds staff services in accordance with the juvenile crime prevention plan. It allows for the one-time release of general fund towards the County's 96% spending plan restriction.
- III. **Financial Impact:** The \$179,523 Juvenile Accountability Block grant revenue and the \$234,997 Governor's Plan revenue increase DCJ's federal/state budget by a total \$414,520. County general fund Contingency is increased by \$21,126 Indirect Cost support.
- IV. **Legal Issues:** N/A
- V. **Controversial Issues:** N/A
- VI. **Link to Other County Policies:** N/A
- VII. **Other Government Participation:** N/A

MEETING DATE: June 21, 2001  
AGENDA NO: C-6  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Amendment No. 3 to IGA with City of Portland for FY 01-02 Maintenance of  
County Roads in Unincorporated Western Multnomah County

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

REGULAR MEETING: DATE REQUESTED: Consent Calendar  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: DSCD DIVISION: Transportation

CONTACT: Tom Hansell TELEPHONE #: (503) 988-5050, ext29833  
BLDG/ROOM #: 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Amendment No. 3 to Intergovernmental Agreement with City of Portland for  
FY 01-02 Maintenance of County Roads in Unincorporated Western Multnomah County

06/21/01 ORIGINALS to Cathy Kramer  
SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Dept. of Sustainable Community Development

**MULTNOMAH COUNTY OREGON**

Transportation Division

1600 SE 190th Avenue  
Portland, Oregon 97233-5910  
503-988-5050

**SUPPLEMENTAL STAFF REPORT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: Harold Lasley, Transportation Director**  
**Tom Hansell, Support Services Manager**

**TODAY'S DATE: June 11, 2001**

**REQUESTED PLACEMENT DATE: CONSENT CALENDAR**

**RE: Proposed Amendment to IGA with City of Portland for FY 01-02 Maintenance of County Roads in Unincorporated Western Multnomah County**

**I. Recommendation/Action Requested:**

The Department of Sustainable Community Development recommends approval of an amendment to an Intergovernmental Agreement with the City of Portland for maintenance of county roads in unincorporated western Multnomah County during FY2001-2002.

**II. Background/Analysis:**

In 1984, Multnomah County and the City of Portland agreed that the City would maintain, through an IGA, all County roads in unincorporated western Multnomah County that were within the Urban Services Boundary. The City of Portland did not receive compensation for these services since the area was presumed to be annexed to the City shortly. Annexation of the westside unincorporated areas has proceeded at a slower pace than was anticipated in 1984. In 1997, the City informed the County it would no longer maintain these roads. During 1997, representatives of the City and County developed the terms of this IGA.

The City and County find the most rational and efficient method for delivery of road and drainage facility maintenance in this Westside area is for the City to continue to provide services. This amendment authorizes the City to provide road and drainage maintenance of the area for an additional year.

**III. Financial Impact:**

The City agrees to maintain the roads during FY2001-2002 for approximately \$158,500. This plan is a 5% increase over the current agreement amount. The increase is due to a scope of maintenance services mutually agreed upon between the City and County. The funds necessary for maintenance of these roads are budgeted in the road fund.

IV. Legal Issues:

None.

V. Controversial Issues:

None

VI. Link to Current County Policies:

This IGA is an extension of the County policy set in 1983 and 1984 concerning the maintenance of County roads within the Urban Services Boundary.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Negotiations of this amendment were discussed with staff from the City Office of Transportation. This Amendment is now being moved through the City Council for approval on June 21, 2001.



**CONTRACT AMENDMENT NO. 2  
TO INTERGOVERNMENTAL AGREEMENT  
Westside Maintenance Agreement**

**COUNTY NO. 4600001503 (formerly 301588)  
and CITY NO. 51062**

This is an amendment to Intergovernmental Agreement No. 51062 (Portland), and No. 4600001503 (Multnomah County), as follows:

Under Section V: TERM, amend to read:

- A. The term of this agreement shall be from July 1, 2001 to and including June 30, 2002, unless sooner terminated or renewed under the provisions hereof.

Under SECTION VI: Compensation, amend to read:

**SECTION VI: COMPENSATION**

The County agrees to compensate the City as follows:

- 5. Without agreement from the County, the City will not do more than \$158,500 of work, including the \$3,500 for snow and ice response, in fiscal year 2002, in the Westside Contract Maintenance Service Area.

All other terms and conditions of the referenced intergovernmental agreement, excepted as amended herein, shall remain in full force and effect.

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: 1120 SW 5th Avenue, Portland OR 97204-1914

Federal Tax ID# or Social Security #: N/A

Is Contractor a nonresident alien? ☐ Yes ☒ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership  
☐ Corporation-for profit ☐ Corporation-non-profit  
☒ Other [describe here: Governmental Agency]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

Signature \_\_\_\_\_ Commissioner of Public Safety  
Title \_\_\_\_\_

Charlie Hales  
Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Auditor  
Title \_\_\_\_\_

Gary Blackmer  
Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM:

Signature \_\_\_\_\_ Chief Deputy City Attorney  
Title \_\_\_\_\_

Linda Meng  
Name (please print) \_\_\_\_\_ Date \_\_\_\_\_



NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

**MULTNOMAH COUNTY SIGNATURE**

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

 \_\_\_\_\_ Dianne Linn, County Chair  
Date \_\_\_\_\_

**Department and County Counsel Approval and Review**

Approved:  \_\_\_\_\_ 6/12/01  
Department Director or Designee Date  
Reviewed:  \_\_\_\_\_ 6/13/01  
Assistant County Counsel Date

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 4600001503  
Amendment #: 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering Not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-6</u> DATE <u>06.21.01</u> DEB BOGSTAD, BOARD CLERK

Department: Environmental Services Division: Transportation Division Date: June 8, 2001  
 Originator: Tom Hansell Phone: 988-5050 x29833 Bldg/Rm: #425/Yeon  
 Contact: Cathey Kramer Phone: X22589 Bldg/Rm: 455/Yeon

Description of Contract: Amendment No. 3 to Intergovernmental Agreement with City of Portland to extend maintenance of county roads in unincorporated western Multnomah County during FY 01-02.

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

Contractor	<u>City of Portland/Office of Transportation</u>		Remittance address	_____
Address	<u>1120 SW 5th Ave., Rm 702</u>		(If different)	_____
	<u>Portland OR 97204-1914</u>			
Attn:	<u>Mark Lear</u>			
Phone	<u>(503) 823-7604</u>		Payment Schedule / Terms	
Employer ID# or SS#	_____		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Effective Date	<u>July 1, 2001</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Termination Date	<u>June 30, 2002</u>		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$	<u>360,505.00</u>		<input type="checkbox"/> Requirements Not to Exceed \$ _____	
Total Amt of Previous Amendments \$	<u>264,000.00</u>			
Amount of Amendment \$	<u>158,500.00</u>			
Total Amount of Agreement \$	<u>783,005.00</u>		Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES:

Department Manager: [Signature] DATE 6/12/01  
 Purchasing Manager: \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: [Signature] DATE 6/13/01  
 County Chair: [Signature] DATE 6.22.01  
 Sheriff: \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration: \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	F030	ROADM2	60220								
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

**CONTRACT AMENDMENT NO. 2  
TO INTERGOVERNMENTAL AGREEMENT  
Westside Maintenance Agreement**

**COUNTY NO. 4600001503 (formerly 301588)  
and CITY NO. 51062**

This is an amendment to Intergovernmental Agreement No. 51062 (Portland),  
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No. 4600001503 (Multnomah County), as follows:

Under Section V: TERM, amend to read:

- A. The term of this agreement shall be from July 1, 2001 to and including  
June 30, 2002, unless sooner terminated or renewed under the provisions  
hereof.

Under SECTION VI: Compensation, amend to read:

**SECTION VI: COMPENSATION**

The County agrees to compensate the City as follows:

- 5. Without agreement from the County, the City will not do more than  
\$158,500 of work, including the \$3,500 for snow and ice response, in  
fiscal year 2002, in the Westside Contract Maintenance Service Area.

All other terms and conditions of the referenced intergovernmental agreement, excepted as amended herein, shall remain in full force and effect.

### CONTRACTOR DATA AND SIGNATURE

Contractor Address: 1120 SW 5th Avenue, Portland OR 97204-1914

Federal Tax ID# or Social Security #: N/A

Is Contractor a nonresident alien? ☐ Yes ☒ No

Business Designation (check one): ☐ Sole Proprietorship

☐ Partnership

☐ Corporation-for profit

☐ Corporation-non-profit

☒ Other [describe here: Governmental Agency]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

Signature

Commissioner of Public Safety

Title

Charlie Hales

Name (please print)

Date

Signature

Auditor

Title

Gary Blackmer

Name (please print)

Date

APPROVED AS TO FORM:

Signature

Chief Deputy City Attorney

Title

Linda Meng

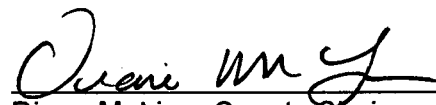
Name (please print)

Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

### MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)



Diane M. Linn, County Chair

6.22.01

Date

### Department and County Attorney Approval and Review

Approved:

Department Director or Designee

Date

Reviewed:

  
Assistant County Attorney

Date

6/13/01

THCK2534\_6-01.IGA (ROADM2)

2 of 2 - Contract Amendment 2 to IGA Westside Maintenance Agreement

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

MEETING DATE: June 21, 2001  
AGENDA NO: C-7  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Approval of Supplemental No. 14 to IGA 3013087 for Street Maintenance Services for the City of Fairview

BOARD BRIEFING

Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING

Date Requested: CONSENT CALENDAR

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: DSCD

DIVISION: Transportation Division

CONTACT: Don Newell

TELEPHONE #: (503) 988-5050x29611  
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Supplemental No. 14 to Intergovernmental Agreement No. 3013087 for Multnomah County to provide street maintenance services for the City of Fairview

6/21/01 ORIGINALS TO CARLEY KEAMER

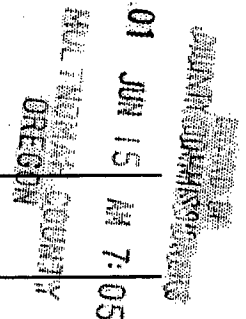
SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 3013087  
Amendment #: 14

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-7</u> DATE <u>06.21.01</u>                      DEB BOGSTAD, BOARD CLERK</p>

Department: Sustainable Community Development Division: Transportation Division Date: 5/22/01  
 Originator: Don Newell Phone: x29611 Bldg/Rm: 425/Yeon  
 Contact: Cathey Kramer Phone: X22589 Bldg/Rm: 455/Yeon

Description of Contract: Supplemental Agreement (No. 14) with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets

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

Contractor <u>City of Fairview</u> Address <u>1300 NE Village St</u> <u>Fairview, OR 97024-0337</u> <u>Jeffrey Sarvis</u> Phone <u>(503) 665-7929</u> Employer ID# or SS# _____ Effective Date <u>July 1, 2001</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>15,508.00</u>	Remittance address _____ (If different) _____  Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>as work performed</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**REQUIRED SIGNATURES:**

Department Manager <u>[Signature]</u>	DATE <u>6/12/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/13/01</u>
County Chair <u>[Signature]</u>	DATE <u>6.22.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	F030	ROADM9									
02											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

## SUPPLEMENT NO. 14

to

Agreement No. 3013087 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 2001.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 2002, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

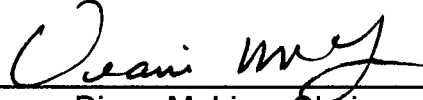
CITY OF FAIRVIEW

By \_\_\_\_\_  
Roger Vonderharr, Mayor

By \_\_\_\_\_  
Steve Owen, Council President

By \_\_\_\_\_  
Marilyn Holstrom, City Administrator

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney



Estimated Costs Summary of  
Multnomah County's Street Maintenance Activities  
For The

# City of Fairview

Fiscal Year 2001-2002

Grand Totals of FY 01- 02 Items:	<b>\$15,508</b>
----------------------------------	-----------------

*Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.*

*(Labor x Overhead) + Equipment hours = Crew Hours*

*Calculated "Total Estimated Cost with Unforeseen Work"*

## S43 Oiling and Sealing

697-100 NE Hancock Cul-de-sac - 121 ft

907 sq yd

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	2	\$490	\$980
CRS 2P / ton	1.4	\$165	\$231
1/4"-10 Rock / yd	4	\$10.26	\$41
<i>sub-total</i>			\$1,252

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	<b>\$1,440</b>
--	----------------

## S45 Street Sweeping

Routine sweeping of streets: 6 applications per year of 12 Crew Hours each

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	72	\$125	\$9,000

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	<b>\$10,350</b>
--	-----------------

## V24 Mowing

Roadside mowing and brushing of various city roads and streets twice a year

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours (wo/ flaggers)	12	\$52	\$624

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	<b>\$718</b>
--	--------------

## tM31 Road Striping

Various Roads - stripe center and shoulder lines - 2 times a year

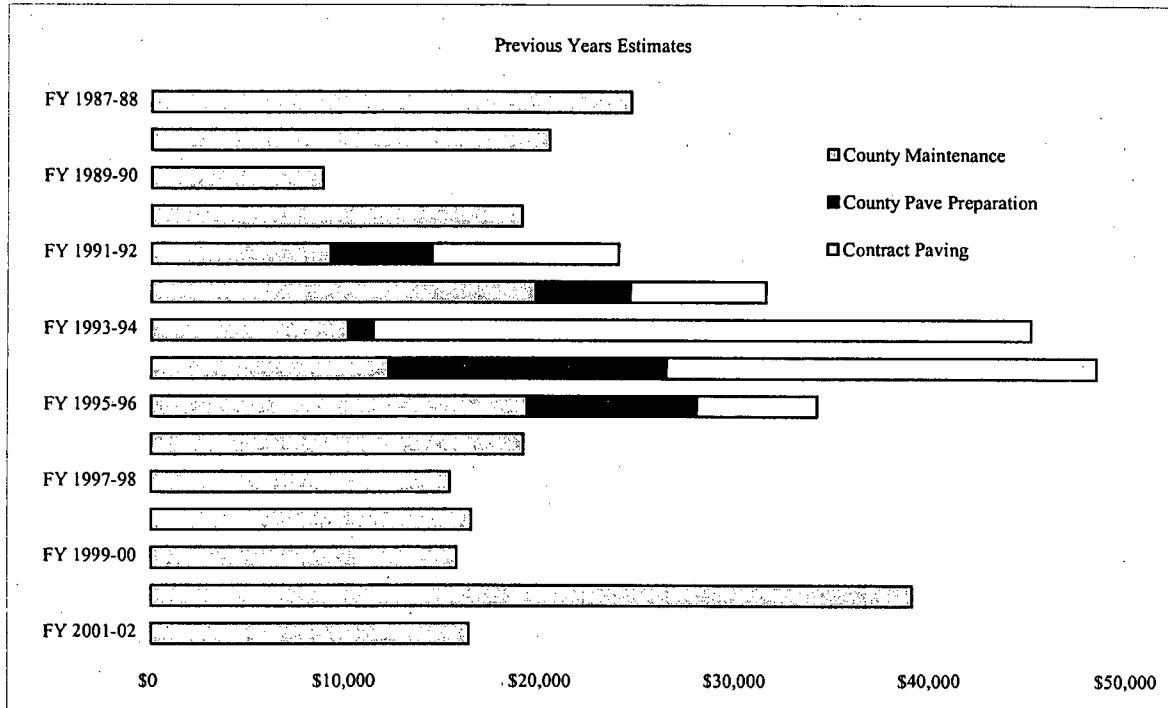
*Total Estimated Cost with Unforeseen Work:*

**\$3,000**

## Emergency and Unforeseen Work

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

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



MEETING DATE: June 21, 2001  
AGENDA NO: C-8  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Approval of Supplemental No. 14 to IGA 3013087 for Street Maintenance Services for the City of Troutdale

BOARD BRIEFING

Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING

Date Requested: CONSENT CALENDAR

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: DSCD

DIVISION: Transportation Division

CONTACT: Don Newell

TELEPHONE #: (503) 988-5050x29611  
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplemental No. 14 to Intergovernmental Agreement No. 3012987 for Multnomah County to provide street maintenance services for the City of Troutdale

6/21/01 ORIGINALS to Carley Kramer

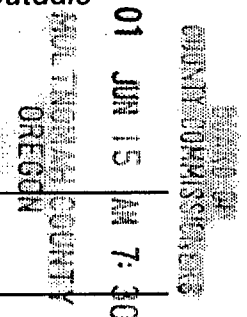
SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 3012987  
Amendment #: 14

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-8</u> DATE <u>06.21.01</u>                      DEB BOGSTAD, BOARD CLERK                 </div>

Department: Sustainable Community Development Division: Transportation Division Date: 5/22/01  
 Originator: Don Newell Phone: x29611 Bldg/Rm: 425/Yeon  
 Contact: Cathey Kramer Phone: X22589 Bldg/Rm: 455/Yeon

Description of Contract: Supplemental Agreement (No. 14) with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets

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

Contractor <u>City of Troutdale</u> Address <u>104 SE Kibling Avenue</u> <u>Troutdale, OR 97060</u> <u>James Galloway</u> Phone <u>(503) 665-5175</u> Employer ID# or SS# _____ Effective Date <u>July 1, 2001</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>136,482.00</u>	Remittance address _____ (If different) _____  Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Monthly \$ <u>as work is performed</u> <input type="checkbox"/> Other \$ _____  <input type="checkbox"/> Requirements Not to Exceed \$ _____  Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**REQUIRED SIGNATURES:**

Department Manager <u>[Signature]</u>	DATE <u>6/12/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/13/01</u>
County Chair <u>[Signature]</u>	DATE <u>6.22.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	F030	ROADM9									
02											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

## SUPPLEMENT NO. 14

to

Agreement No. 3012987 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."


The Agreement by its terms expires on June 30, 2001.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 2002, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

CITY OF TROUTDALE

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Paul Thalhofer, Mayor

  
Diane M. Linn, Chair

By \_\_\_\_\_  
Debbie Stickney, City Recorder

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## Fiscal Year 2001-2002

Calculated "Total Estimated Cost with Unforeseen Work"

**Total Estimated Cost with Unforeseen Work (+5%):** **\$84,688**

### S31 Asphalt Paving Preparation

*same limits as "Contract Asphalt Paving"*

*Troutdale may perform necessary tree trimming activities. 12' curb clearance.*

*Troutdale will provide adjustment rings for 39 manholes for paving.*

*Troutdale will repair concrete curb at SE corner of 22nd Ave and Mitchell Court.*

Activity	Crew/ Material	Amount	Unit Cost	Sub-Total
S39 Sweeping/ Cleaning with flusher (pave prep treatment & final clean-up)				
	Crew Hours	16	\$125	\$2,000
S42 Tarpot Patching				
	Crew Hours	16	\$250	\$4,000
	1/4"-0 rock / yds	6	\$10.30	\$62
	CRS2 Asphalt Concrete/ gal	300	\$0.50	\$150
S49 Grinder Patching				
SW 22nd - 680 ft; SW Sundial 40 ft; SW Mitchell Cir 71 ft				
	Crew Hours	12	\$475	\$5,700
	Asphalt Concrete/ ton	60	\$30	\$1,800
	CRS2 Asphalt Concrete/ gal	100	\$0.50	\$50
V26 Herbicide Hand Spraying, curbs				
	Crew Hours	8	\$100	\$800
V20 Tree Pruning and Preparation				
	Crew Hours	16	\$60	\$960
Heat Lance the curbs (dead vegetation):	Crew Hours	16	\$100	\$1,600
<i>sub-total of S31</i>				<b>\$17,122</b>

**Total Estimated Cost with Unforeseen Work (+15%): \$19,690**

### S40 A/C Patching

13th Place, 13 Circle & Mc Ginnis

Crew Hours	8	\$350	\$2,800
River sand / yds	1	\$10.00	\$10
Mod. C A/C / ton	3	\$24.00	\$72
<i>sub-total</i>			<b>\$2,882</b>

**Total Estimated Cost with Unforeseen Work (+15%): \$3,314**

## S46 Crack Sealing

Evans Av, Clark Ct, 22nd Cir, 21st Cir, 20th Wy, 19th Cir

33rd St, Hallow St, Helen Ct, 30th Ct, 29th Ct, 28th Ct, 27th Ct, 26th Ct, Pelton Ct, Lewellen

Crew Hours	80	\$250	\$20,000
Asphalt Cubes	80	\$10.26	\$821
		<i>sub-total</i>	\$20,821

**Total Estimated Cost with Unforeseen Work (+15%): \$23,944**

## V24 Mowing

Roadside mowing and brushing of various city roads and streets twice a year - with flaggers

Crew/ Material	Amount	Unit Cost	Sub-Total
Crew Hours	24	\$85	\$2,040

**Total Estimated Cost with Unforeseen Work (+15%): \$2,346**

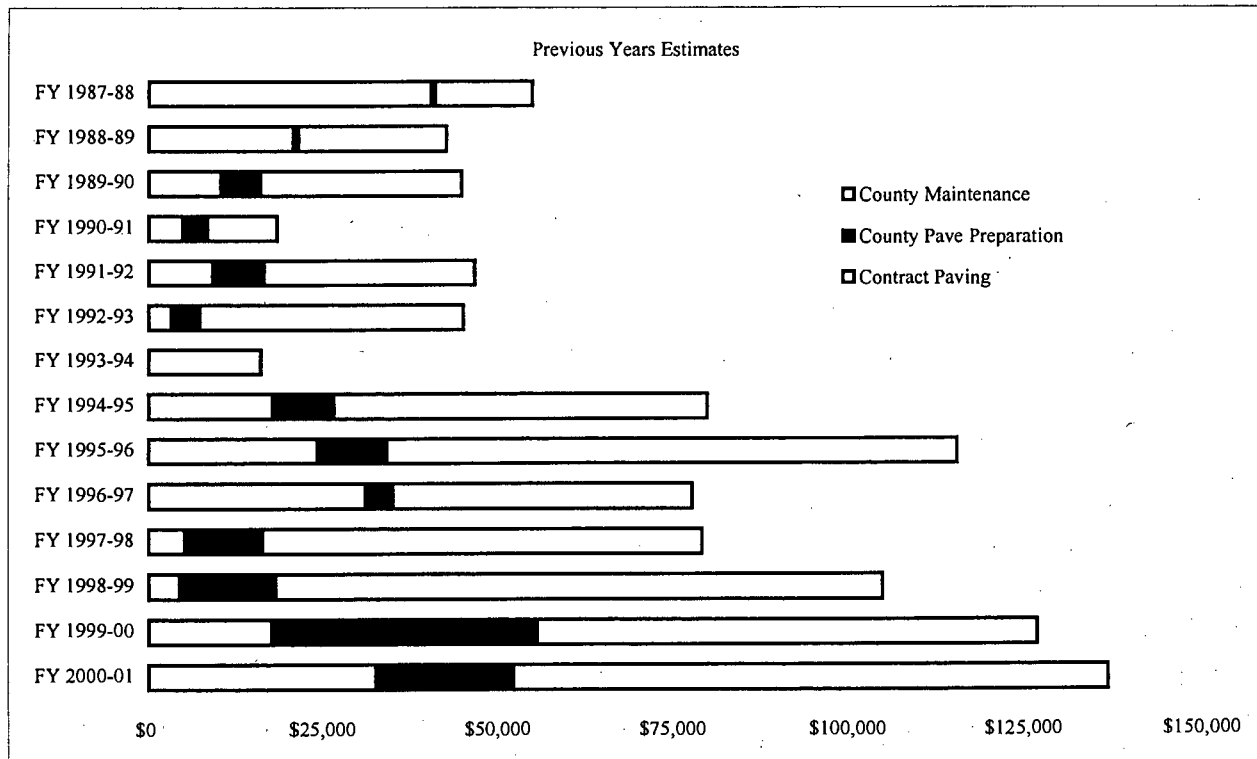
## tM31 Road Striping

Various Roads - stripe center and shoulder lines - 2 times a year

**Total Estimated Cost with Unforeseen Work: \$2,500**

## E83 Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.  
Cost to be billed at current employee, equipment, material, and overhead charges.





MEETING DATE: June 21, 2001  
AGENDA NO: C-9  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Approval of Supplemental No. 14 to IGA 3013087 for Street Maintenance Services for the City of Wood Village

BOARD BRIEFING

Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING

Date Requested: CONSENT CALENDAR

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: DSCD

DIVISION: Transportation Division

CONTACT: Don Newell

TELEPHONE #: (503) 988-5050x29611  
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplemental No. 14 to Intergovernmental Agreement No. 3012887 for Multnomah County to provide street maintenance services for the City of Wood Village

06/21/01 ORIGINALS to GATHEY KRAMER

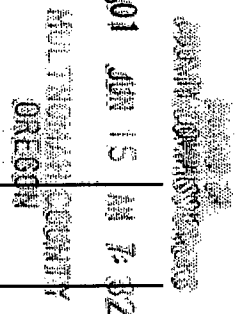
SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 3012887  
Amendment #: 14

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-9</u> DATE <u>06-21-01</u> DEB BOGSTAD, BOARD CLERK

Department: Sustainable Community Development Division: Transportation Division Date: 5/22/01  
 Originator: Don Newell Phone: x29611 Bldg/Rm: 425/Yeon  
 Contact: Cathey Kramer Phone: X22589 Bldg/Rm: 455/Yeon

Description of Contract: Supplemental Agreement (No. 14) with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

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

Contractor	<u>City of Wood Village</u>	Remittance address	_____
Address	<u>2055 NE 238th Drive</u>	(If different)	_____
	<u>Wood Village, OR 97060</u>		
	<u>Carl Malone</u>		
Phone	<u>(503) 667-6211</u>	Payment Schedule / Terms	
Employer ID# or SS#	_____	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	<u>July 1, 2001</u>	<input checked="" type="checkbox"/> Monthly \$ <u>as work is performed</u>	<input type="checkbox"/> Net 30
Termination Date	<u>June 30, 2002</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$	_____		
Total Amt of Previous Amendments \$	_____	<input type="checkbox"/> Requirements Not to Exceed \$ _____	
Amount of Amendment \$	_____		
Total Amount of Agreement \$	<u>5,175.00</u>	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES:

Department Manager [Signature] DATE 6/12/01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature] DATE 6/13/01  
 County Chair [Signature] DATE 6-22-01  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	PLANT	WBS	GL ACCT	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	SAP DESCRIPTION	AMOUNT	INC DEC
01	F030	ROADM9									
02											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

## SUPPLEMENT NO. 14

to

Agreement No. 3012887 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 2001.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 2002, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

CITY OF WOOD VILLAGE

By \_\_\_\_\_  
Donald L. Robertson, Mayor

By \_\_\_\_\_  
Sheila M. Ritz, City Administrator

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

Estimated Costs Summary of  
Multnomah County's Street Maintenance Activities  
For The

# City of Wood Village

Fiscal Year 2001-2002

Grand Totals of FY 01-02 Items: **\$5,175**

*Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.*

*Labor & Equipment hours = Crew Hours*

*Calculated "Total Estimated Cost with Unforeseen Work"*

## S45 Street Sweeping

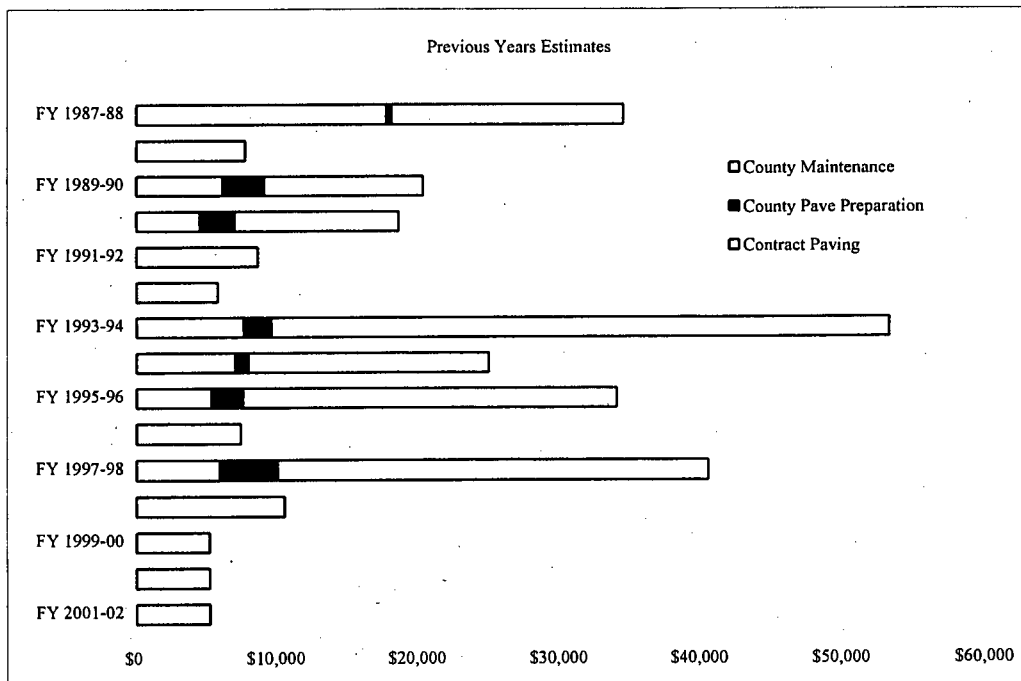
Routine sweeping of streets: 6 applications per year of 6 Crew Hours each

Labor/ Material	Amount	Unit Cost	Sub-Total
Crew Hours	36	\$125	\$4,500

Total Estimated Cost with Unforeseen Work (+15%): **\$5,175**

## Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.  
Cost to be billed at current employee, equipment, material, and overhead charges.



MEETING DATE: JUN 21 2001  
AGENDA NO: C-10  
ESTIMATED START TIME: 9:30  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of 6 Properties to be Sold at Public Auction

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: Consent Calendar  
Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Sustainable Community DIVISION: Housing

CONTACT: Gary Thomas TELEPHONE #: 503-988-3380 x22591  
BLDG/ROOM #: 503/175/Tax Title

PERSON(s) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**


{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

**SUGGESTED AGENDA TITLE:**

Request approval to sell 6 Tax Foreclosed Properties at Public Auction  
Staff Report, Resolution, Exhibits and Maps attached.

\*\*Please return original documents and copies of all to Becky Grace 503/175  
following approval\*\*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: 

01 JUN 12 AM 7:24  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions: Call the Board Clerk @ (503) 988-3277 or email  
deborah.I.bogstad@co.multnomah.or.



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

---

501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

## **SUPPLEMENTAL STAFF REPORT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TAX TITLE/GARY THOMAS**

**DATE: Monday, June 11, 2001**

**RE: Proposed Auction of Six (6) Tax Foreclosed Properties**

### **I. Recommendation/Action Requested:**

The Tax Title Division seeks County Board approval to sell the six (6) properties listed in the attached exhibit A at public auction.

### **II. Site History/Background/Analysis:**

The County has six (6) tax-foreclosed properties needing approval in order to sell at public auction.

The properties numbered 1 through 4 have been reviewed by the Greenspace Review Committee and have been offered to government agencies for public use and to non-profit housing developers for low income housing. None of these properties were requested for green space or housing purposes.

Properties numbered 5 and 6 have not been made available to government agencies or non-profit housing developers. The parcels are adjacent to each other, one being .20 acre in size and the other .23 acre. Both are landlocked and are located on a wooded and brush covered hillside above NW St Helens RD, approximately 11 miles west of Portland.

### **III. Financial Impact:**

The sale of these properties removes them from the County's ownership and maintenance requirements. The proceeds reimburse the County for any applicable Tax Title expenditures and the remaining proceeds are distributed to the taxing districts.

**IV. Legal Issues:**

The County has obtained preliminary title reports or litigation guarantees regarding these properties, which do not list any specific title exceptions at this time. Should any title problems arise, the property will be removed from the sale and appropriate action taken to clear title.

**V. Controversial Issues:**

Tax Title will send notification of sale to all adjacent property owners prior to the sale.

**VI. Link to Current County Policies:**

The sale of tax foreclosed property at public auction is provided for by ORS 275.120 through 275.190 and Multnomah County Code Chapter 27.

**VII. Citizen Participation:**

No citizen testimony anticipated.

**VIII. Other Government Participation:**

By the terms of that certain Agreement between the County and the City of Portland, the proceeds of these proposed sales are subject to an allocation to the City, to cover municipal liens. The City of Portland has been notified of this pending auction.

R134347

1S1E23CB-07900

Structure 1,600 Sq Ft

7961 SE 9TH AVE

SEE MAP 1

(E.) 7TH

(2ND ST.)

S.E.

8TH (3RD ST.)

E.

(4TH ST.)

S.E.

(E.)

9TH

BLISS 10-12

3100	3800	3900	4000	4100	14	4300	4400	4500	17	18
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'	18 50'	19 50'	20 50'
SEE CS 23729				4100	4200	4300	4400	4500	4600	4700

S.E. LEXINGTON

4700	4800	4900
10 50'	11 50'	12 50'
SEE CS 10418		

ST. (AVE)

9	8	7	6	5	4	3	2	1
6100	6000	5900	5800	5700	5600	5500	5400	5300
SEE CS 46630				18	SEE CS 14752			
6300	6500	6600	6700	6800	6900	7000	7100	7200
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'	18 50'

9	8	7
5200	5100	5000
15		
7300	7400	7500
10 50'	11 50'	12 50'
SEE CS 36958		

ST. (AVE)

S.E. MILLERS SEE CS 20814 47276

9	8	7	6	5	4	3	2	1
8700	8600	8500	8400	8300	8200	8100	8000	7800
SEE CS 38284				17	SEE CS 32707			
7	6	5	4	3	2	1		
8800	8900	9100	9000	9200	9300	9400	9500	9600
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'	18 50'

9	8	7
7700	7600	7500
16		
9800	9900	10000
10 50'	11 50'	12 50'
33		

SUBJECT PROPERTY

S.E.

NEHALEM

(AVE.)

ST.

S.E. 6TH (1ST ST.) AVE.

8	7	6	5	4	3	2	1
13400	13300	13200	13100	13000	12900	12800	12700
SEE CS 17201				11			
13400	13300	13200	13100	13000	12900	12800	12700
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'

8	7	6	5	4	3	2	1
12500	12400	12300	12200	12100	12000	11900	11800
SEE CS 48726				14	SEE CS 41612		
12500	12400	12300	12200	12100	12000	11900	11800
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'

8	7	6	5	4	3	2	1
11500	11400	11300	11200	11100	11000	10900	10800
SEE CS 28476				3	SEE CS 9554		
11500	11400	11300	11200	11100	11000	10900	10800
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'

13	12	11	10	9	8	7	6	5	4	3	2	1
10700	10600	10500	10400	10300	10200	10100	10000	9900	9800	9700	9600	9500
SEE CS 167018				34								
10700	10600	10500	10400	10300	10200	10100	10000	9900	9800	9700	9600	9500
10 50'	11 50'	12 50'	13 50'	14 50'	15 50'	16 50'	17 50'	18 50'	19 50'	20 50'	21 50'	22 50'

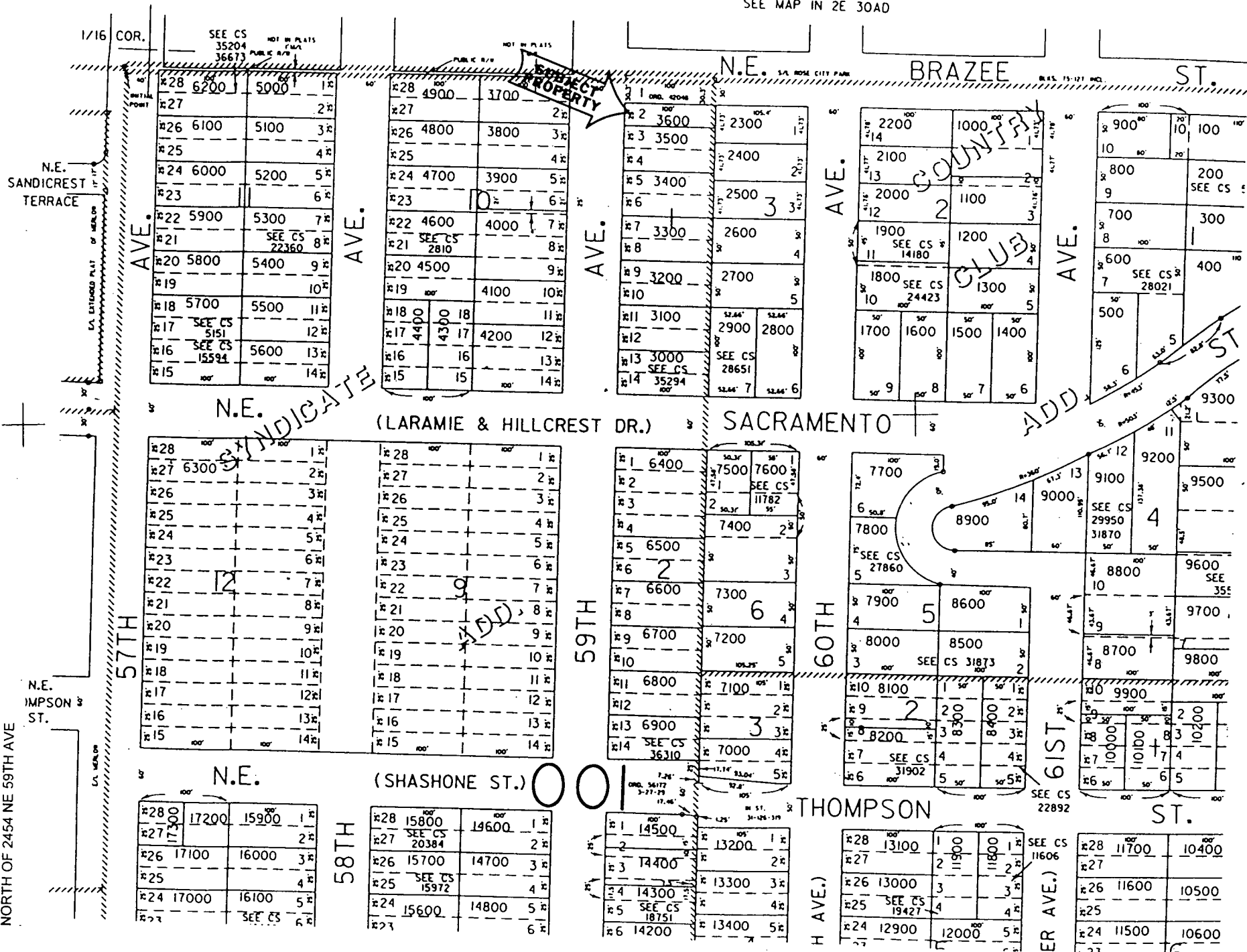
ST.

AF 11





SEE MAP IN 2E 30AD

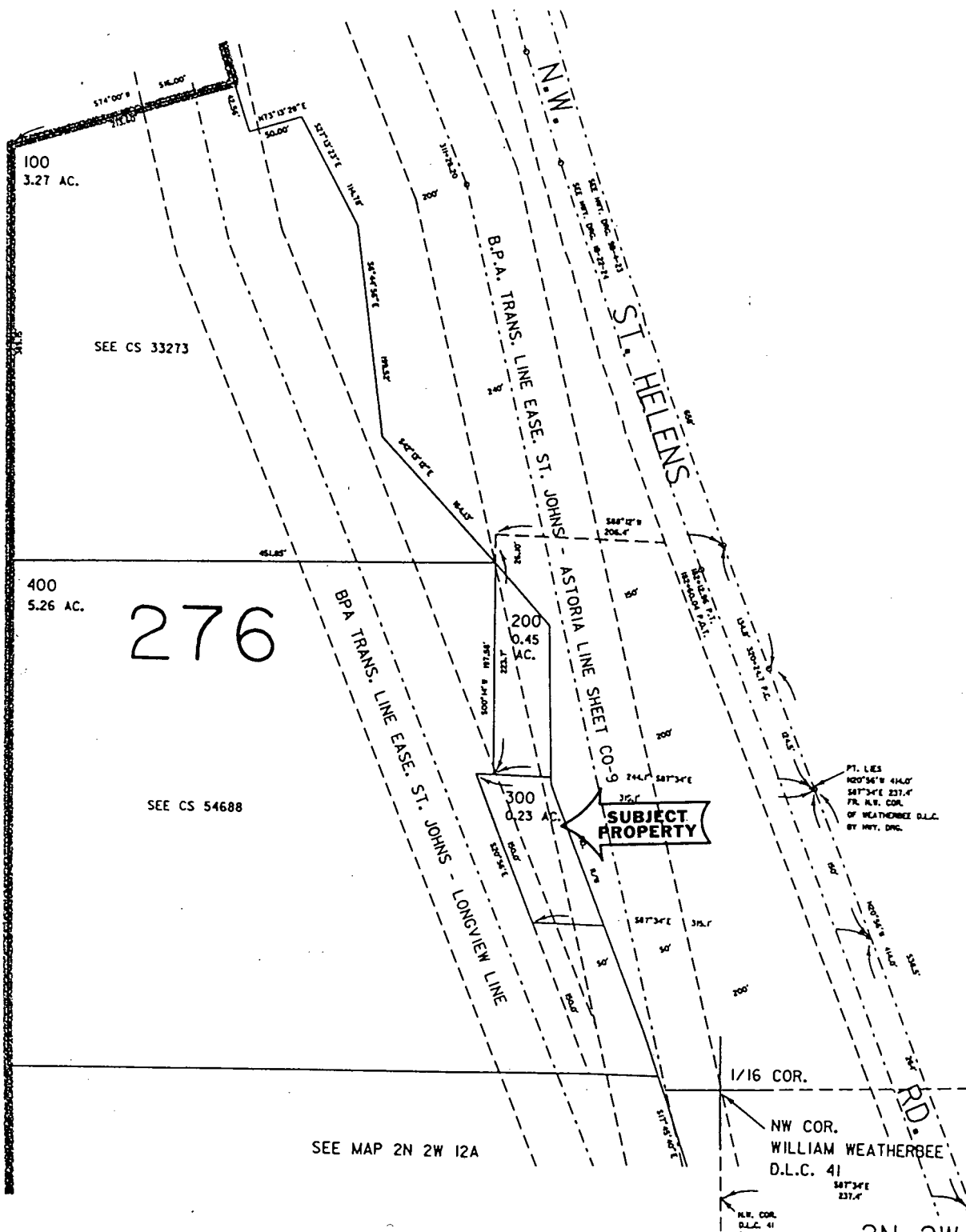


AP IN IE 7AD

2N2W12AB-00300

Vacant lot 10,020 Sq Ft

WEST OF NW ST HELENS RD



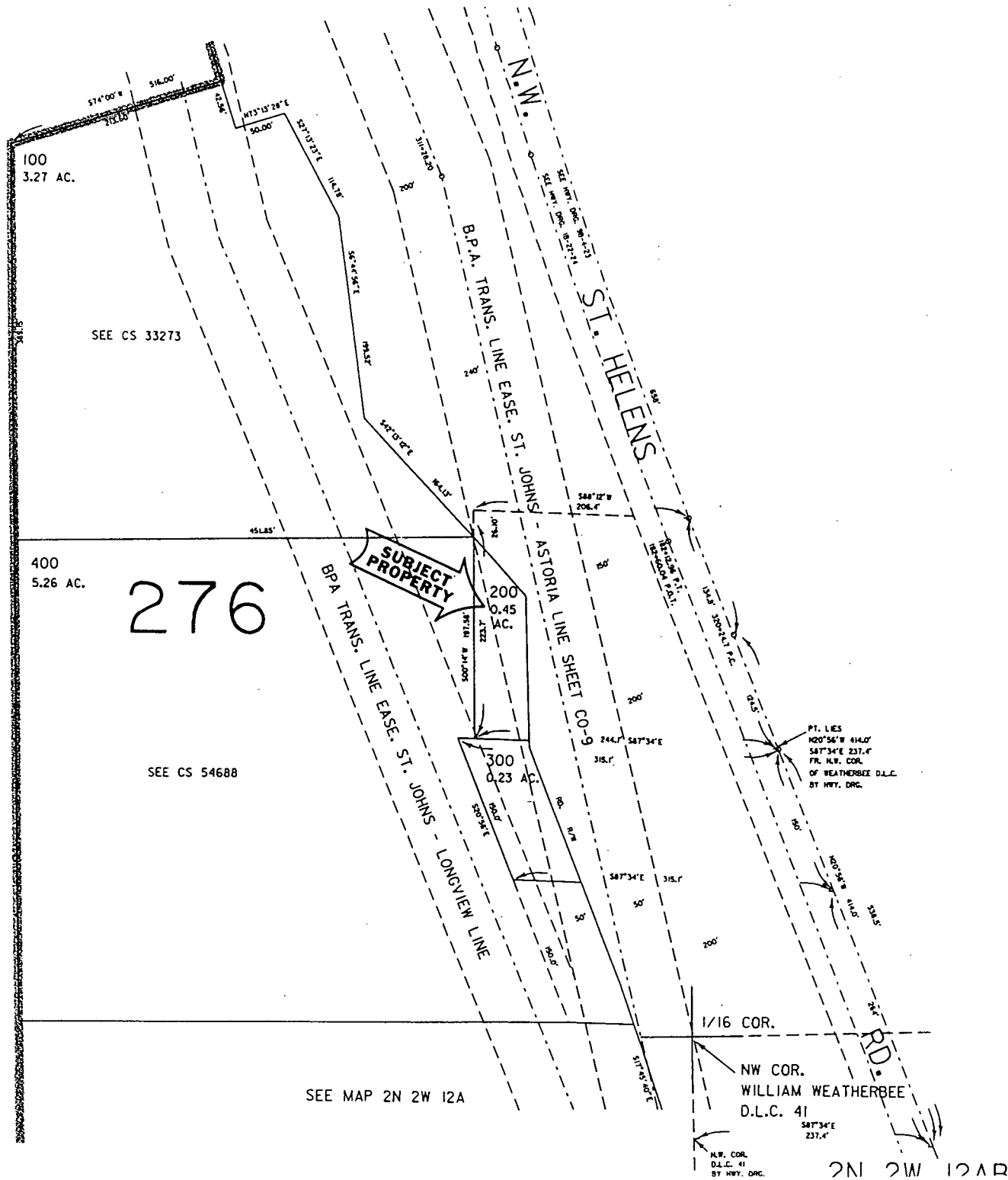
SEE MAP 2N 2W 12

R325637

2N2W12AB-00200

Vacant lot 19,600 Sq Ft  
WEST OF NW ST HELENS RD

SEE MAP 2N 2W 12



2N 2W 12AB



**R305496 – Corner of N Hudson & N Haven**



**Lot North of 2454 NE 59<sup>th</sup> AVE**

**(Photos not available of R325636 & R325637)**



**R134347 - 7961 SE 9<sup>th</sup>**



**R271809 - Vacant lot on NE Gertz Circle**



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes.

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County has foreclosed for delinquent taxes 6 properties more particularly described in Exhibit A.
- b) Multnomah County now holds title to the above referenced properties as authorized under ORS 312.200.
- c) These 6 properties are not needed for County purposes or use; it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110 through 275.190.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Multnomah County Sheriff is directed to conduct a public sale at a time and place to be determined, of the properties described in the attached Exhibit A for not less than the minimum price set for each property therein.
- 2. The terms of the sale shall require all properties to be sold for cash as provided for in ORS 275.110 through 275.190.

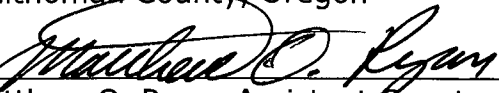
ADOPTED this 21<sup>st</sup> day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Diane M. Linn, Chair

**REVIEWED:**

Thomas Sponsler, County Attorney  
Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Attorney



## **EXHIBIT A**

### **6 TAX FORECLOSED PROPERTIES PROPOSED FOR PUBLIC AUCTION BY MULTNOMAH COUNTY**

1. Legal Description: S 32.68' of Lot 1, Block 17, City View PK  
  
Property Location: 7961 SE 9<sup>th</sup> Avenue  
Tax Account Number: R134347 (R-15870-2680)  
Minimum Bid: \$61,500  
Greenspace Designation: No Designation Assigned  
Made Available for Transfer: 2000/01  
Back Taxes & Expenses: \$14,525.67
  
2. Legal Description: Lot 14, Snoozy's Hollow  
  
Property Location: Adjacent to 9521 N Gertz Circle  
Tax Account Number: R271809 (R-68560-0040)  
Minimum Bid: \$2,500  
Greenspace Designation: No Designation Assigned  
Made Available for Transfer: 1997/98  
Back Taxes & Expenses: \$7149.54
  
3. Legal Description: Lot 2, Block 1, Syndicate ADD  
  
Property Location: N of 2454 NE 59<sup>th</sup> Ave  
Tax Account Number: R282675 (R-81760-0010)  
Minimum Bid: \$5,000  
Greenspace Designation: No Designation Assigned  
Made Available for Transfer: 2000/01  
Back Taxes & Expenses: \$264.95
  
4. Legal Description: Lot A, Whitney's ADD  
  
Property Location: Presently in yard area of adjacent property  
8907 North Haven  
Tax Account Number: R305496 (R-90670-0470)  
Minimum Bid: \$3,000  
Greenspace Designation: No Designation Assigned  
Made Available for Transfer: 1996/97  
Back Taxes & Expenses: \$990.94

5. Description: Section 12 2N 2W, TL 300 0.23 Acres (The Legal Description for the property is provided in the attached Exhibit A-1 to the Resolution)
- Property Location: West of NW ST Helen's Rd & adjacent to 21201ST Helen's Rd (Landlocked)
- Minimum Bid: \$2,000
- Tax Account Number: R325636 (R-97212-0120)
- Back Taxes & Expenses: \$260.23
- Greenspace Designation: ---P-
- Made Available for Transfer: Not Made Available
- 
6. Description: Section 12 2N 2W, TL 200 0.20 Acres (The Legal Description for the property is provided in the attached Exhibit A-2 to the Resolution)
- Property Location: West of NW ST Helen's Rd & adjacent to 21201ST Helen's Rd (Landlocked)
- Tax Account Number: R325637 (R-97212-0160)
- Minimum Bid: \$4,000
- Greenspace Designation: ---P-
- Made Available for Transfer: Not Made Available
- Back Taxes & Expenses: \$75.41

## EXHIBIT A-1

### LEGAL DESCRIPTION FOR R325636

A parcel of land in Section 12, Township 2 North, Range 2 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being a portion of that property conveyed to Leo H. Kaptur and Eva Kaptur as described and recorded in PS Book 704, Page 102, Record of Deeds, more particularly described as follows:

Beginning at a point in the center of the Lower Columbia River Highway right of way which is North 20° 56' West, a distance of 264 feet and South 87° 34' East, a distance of 237.4 feet from the Northwest corner of the Weatherbee Donation Land Claim; thence North 20° 56' West along the center line of the above mentioned right of way, a distance of 150 feet; thence North 87° 34' West, a distance of 315.1 feet to an iron rod; thence South 20° 56' East, a distance of 150 feet to an iron rod; thence South 87° 34' East, a distance of 315.1 feet to the point of beginning, EXCEPTING that part lying within the right of way of the Lower Columbia River Highway.

## EXHIBIT A-2

### LEGAL DESCRIPTION FOR R325637

A tract of land in Section 12, Township 2 North, Range 2 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the Center line of the Lower Columbia River Highway which is North 20° 56' West, a distance of 414.0 feet and South 87° 34' East, a distance of 237.4 feet from the Northwest corner of the Weatherbee Donation Land Claim; thence North 20° 56' West, a distance of 124.5 feet and Northerly 134.8 feet on a curve of 7640 foot radius and central angle of 1°00' 40" along the center line of the said Lower Columbia River Highway to a point; thence South 88° 12' West, a distance of 206.4 feet to an iron rod; thence South 0° 14' West, a distance of 223.7 feet to the North line of that certain tract of land conveyed to Howard C. Edmondson and wife, by deed recorded May 20, 1952 in Book 1537, Page 343, Deed Records; thence South 87° 34' East along the North line of the said Edmondson tract, 298.6 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Final Judgment entered October 15, 1971 in the Circuit Court for Multnomah County, Case No. 363808.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County has foreclosed for delinquent taxes 6 properties more particularly described in Exhibit A.
- b) Multnomah County now holds title to the above referenced properties as authorized under ORS 312.200.
- c) These 6 properties are not needed for County purposes or use; it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110 through 275.190.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Multnomah County Sheriff is directed to conduct a public sale at a time and place to be determined, of the properties described in the attached Exhibit A for not less than the minimum price set for each property therein.
- 2. The terms of the sale shall require all properties to be sold for cash as provided for in ORS 275.110 through 275.190.

ADOPTED this 21st day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

## **EXHIBIT A**

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5. Description: Section 12 2N 2W, TL 300 0.23 Acres (The Legal Description for the property is provided in the attached Exhibit A-1 to the Resolution)
- Property Location: West of NW ST Helen's Rd & adjacent to 21201ST Helen's Rd (Landlocked)
- Minimum Bid: \$2,000
- Tax Account Number: R325636 (R-97212-0120)
- Back Taxes & Expenses: \$260.23
- Greenspace Designation: ---P-
- Made Available for Transfer: Not Made Available
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- Property Location: West of NW ST Helen's Rd & adjacent to 21201ST Helen's Rd (Landlocked)
- Tax Account Number: R325637 (R-97212-0160)
- Minimum Bid: \$4,000
- Greenspace Designation: ---P-
- Made Available for Transfer: Not Made Available
- Back Taxes & Expenses: \$75.41

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A parcel of land in Section 12, Township 2 North, Range 2 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being a portion of that property conveyed to Leo H. Kaptur and Eva Kaptur as described and recorded in PS Book 704, Page 102, Record of Deeds, more particularly described as follows:

Beginning at a point in the center of the Lower Columbia River Highway right of way which is North 20° 56' West, a distance of 264 feet and South 87° 34' East, a distance of 237.4 feet from the Northwest corner of the Weatherbee Donation Land Claim; thence North 20° 56' West along the center line of the above mentioned right of way, a distance of 150 feet; thence North 87° 34' West, a distance of 315.1 feet to an iron rod; thence South 20° 56' East, a distance of 150 feet to an iron rod; thence South 87° 34' East, a distance of 315.1 feet to the point of beginning, EXCEPTING that part lying within the right of way of the Lower Columbia River Highway.

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EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Final Judgment entered October 15, 1971 in the Circuit Court for Multnomah County, Case No. 363808.

MEETING DATE: JUN 21 2001  
AGENDA NO C-11  
ESTIMATED START TIME 9:30  
LOCATION BOARD ROOM 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Private Sale.

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 6/21/2001  
Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Sustainable Community DIVISION: Housing

CONTACT: Gary Thomas TELEPHONE #: 503-988-3380 x22591  
BLDG/ROOM #: 503/175/Tax Title

PERSON(s) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

**{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER**

**SUGGESTED AGENDA TITLE:**

Request approval of Private Sale of Tax Foreclosed Property under ORS 275.225 to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON.

- a) The property is assessed at less than \$5,000 on the current assessment roll and has been shown to be unbuildable "AS IS" per a letter from the City of Portland and the pending sale is to be advertised as provided by ORS 275.225.

The sale price is \$400.

Staff Report, Resolution and Deed D011776, and Notice of Sale are attached.

\*\*Return original documents and copies of all to Becky Grace 503/175 following approval

06/25/01 copies to Becky Grace; 07/09/01

**SIGNATURES REQUIRED:**

original Deed to  
Becky Grace

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

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF BOARD  
JUN 12 AM 7:26  
MULTNOMAH COUNTY  
OREGON





501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

## **SUPPLEMENTAL STAFF REPORT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TAX TITLE/GARY THOMAS**

**DATE: Thursday, May 24, 2001**

**RE: Request approval to sell a Tax Foreclosed Property at Private Sale.**

**I. Recommendation/Action Requested:**

Approval to sell a Tax Foreclosed Property by Private Sale.

**II. Site History/Background/Analysis:**

This property was deeded to the County on 6/4/1974, through foreclosure for non-payment of property taxes. This property was made available to Government Agencies and Non-Profit Housing Developers of Multnomah County during fiscal year 1996/97, in accordance with Multnomah County Code Chapter 27. The Private Sale parcel is an unbuildable, landlocked vacant lot. The Multnomah County Tax Title Division conducted a sealed bid auction limited to only adjacent property owners. The individuals named in this proposed sale were the successful bidders.

**III. Financial Impact:**

The Private Sale will allow for recovery of delinquent taxes, interest, fees, and costs. The sale will also reinstate the property on the tax roll (see Exhibit "A").

**IV. Legal Issues:**

No legal issues are expected. Private Sale is provided for in ORS 275.225. This parcel would be sold "AS IS" without guarantee of clear title.

**V. Controversial Issues:**

Under ORS 275.225 Private Sales are available on property that is unsuitable for construction and is assessed at less than \$5,000. The current assessed value is \$500.

**VI. Link to Current County Policies:**

This property has been through all the processes provided by Multnomah County Code Chapter 27.

**VII. Citizen Participation:**

Once the Board of County Commissioners approves the action to sell, a notice will be placed in the Daily Journal of Commerce to advertise the Private Sale.

**VIII. Other Government Participation:**

Properties sold at Multnomah County Public or Private Sale are subject to ORS 275.275. There are no liens recorded against this parcel at this time.

**EXHIBIT "A"**

**PROPOSED PROPERTY LISTED FOR PRIVATE SALE  
FISCAL YEAR 2000/01**

LEGAL DESCRIPTION:	EXC W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD
ADJACENT PROPERTY ADDRESS:	4533 SE 99 <sup>TH</sup> AVE
TAX ACCOUNT NUMBER:	R-71970-0960 (R258944)
GREENSPACE DESIGNATION:	No Greenspace Designation was assigned to this property.
SIZE OF PARCEL:	23'X57' (1,311sf)
ASSESSED VALUE:	\$500

<b>ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:</b>
---

BACK TAXES & INTEREST:	\$11.84
TAX TITLE MAINTENANCE COST & EXPENSES:	\$129.00
ADVERTISING COST:	\$50.00
RECORDING FEE:	\$24.00
CITY LIENS:	\$0.00
SUB-TOTAL	<hr/> \$214.84
<b>MINIMUM PRICE REQUEST OF PRIVATE SALE</b>	<b>\$350.00</b>

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Private Sale of Certain Tax Foreclosed Property to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$500 in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON have agreed to pay \$400.00 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225, as provided in the attached zoning confirmation letter from the City of Portland dated July 13, 2000, hereby incorporated by this reference and identified as Exhibit "B".
- e) JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON have agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. That Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$400.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON the following real property:

EXC W 113.69' LOT 6, BLOCK 4, ROLLEY ADD a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

ADOPTED this 21<sup>st</sup> day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY ATTORNEY  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Private Sale of Certain Tax Foreclosed Property to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$500 in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
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- e) JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON have agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. Not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$400.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON the following real property:

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ADOPTED this 21st day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$400.00.

Until a change is requested, all tax statements shall be sent to the following address:

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the \_\_\_\_\_ day of July, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

**Diane M. Linn, Chair**

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

4 of 5 – Resolution Authorizing Private Sale

**NOTICE OF PRIVATE SALE  
PURSUANT TO ORS 275.225**

Multnomah County Department of Sustainable Community Development, Division of Housing, Tax Title Unit, 501 SE Hawthorne, Room 175, Portland, Oregon, will sell the following property:

EXC W 113.69' LOT 6, BLOCK 4, ROLLEY ADD. Also known as tax account number R71970-0960.

A parcel of non-buildable land in the proximity of 4533 SE 99<sup>th</sup> AVE, in the City of Portland, Multnomah County, Oregon. The Assessed value is \$500.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-079**

Authorizing Private Sale of Certain Tax Foreclosed Property to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$500 in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON have agreed to pay \$400.00 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225, as provided in the attached zoning confirmation letter from the City of Portland dated July 13, 2000, hereby incorporated by this reference and identified as Exhibit "B".
- e) JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON have agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. Not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$400.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON the following real property:

EXC W 113.69' LOT 6, BLOCK 4, ROLLEY ADD a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

ADOPTED this 21st day of June, 2001.



THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair





**Office of Planning  
and  
Development Review**  
Land Use Review Division

1900 SW Fourth Ave., Suite 5000  
Portland, Oregon 97201  
Telephone: (503) 823-7300  
TDD: (503) 823-6868  
FAX: (503) 823-7800  
[www.ci.portland.or.us](http://www.ci.portland.or.us)

July 13, 2000

Gary Thomas  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208-2716

Re: Zoning confirmation for a parcel of land in the block bounded by SE 97<sup>th</sup> Avenue, SE 99<sup>th</sup> Avenue, SE Holgate Boulevard and SE Pardee Street, legally described as except the west 113.69' Lot 6, Block 4, Rolley Addition; State Identification # 1S2E16AA 4800; Quarter Section Map 3540; Tax Account #R71970-0960.

Dear Mr. Thomas,

You have requested a zoning confirmation for the above-referenced property. Specifically, you asked if this property is suitable for construction or placement of a dwelling thereon under current zoning regulations.

This site is located in an R1 zone – Residential 1,000 (Chapter 33.120 of the Portland Zoning Code) with an "a" - Alternative Design Density Overlay Zone (Chapter 33.405). It is also located within the Johnson Creek Basin Plan District, Kelly Butte Subdistrict (Chapter 33.535). The R1 zone allows multi-dwelling residential development with a minimum lot size of 10,000 square feet for new lots. Development standards include a minimum building setback of 5 feet from side and rear property lines and a maximum building coverage of 60% of the site. The "a" overlay zone offers alternative development options including bonus density for projects approved through a Type III Design Review. The Johnson Creek Basin Plan District provides for safe, orderly, and efficient development of lands which are subject to physical constraints including flood plains, wetlands, steep and hazardous slopes, and the lack of streets, sewers, and water services.

In order to be "buildable", a vacant parcel of land must be a legally created Lot or Lot of Record. The City of Portland defines a Lot of Record as "a tract of land which was created and recorded before July 26, 1979; which met the dimensional requirements for new lots at the time it was created; and for which the deed, or other instrument dividing the land, is recorded with the appropriate county recorder . . . this includes tracts created by subdivision or partition (lots), and those created through other methods." A Lot is "a legally defined piece of land that is the result of subdividing or partitioning land." In addition, all new lots must have 25' of street frontage. This site does not meet the definition of either Lot or Lot of Record. The site is a portion of Lot 6, Block 4, Rolley Addition, originally platted in 1910. There is no additional land use history that might indicate further division of the property. The site is a landlocked parcel with no street frontage. Therefore, this lot is not suitable for the construction or placement of a dwelling.

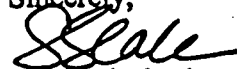
*Zoning Confirmation Letter  
SE 99<sup>th</sup> & Holgate Blvd.*

*July 13, 2000  
Page 2*

A review of Bureau of Buildings records indicates no permits for this property. A review of land use case history was also completed as part of this zoning confirmation. There is no land use history associated with this property.

This confirmation is based on information provided by you, as well as our review of zoning regulations, building permits and land use case history. No site visit was conducted as part of this confirmation. The above information is current, but zoning regulations change over time; these changes may affect the use and/or development of the property. Please contact me if you have additional questions.

Sincerely,



Stephanie Seale  
City Planner

encs. Chapter 33.120, 33.405, 33.535  
Current zoning map 3540

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$400.00.

**Until a change is requested, all tax statements shall be sent to the following address:**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9<sup>th</sup> day of July, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

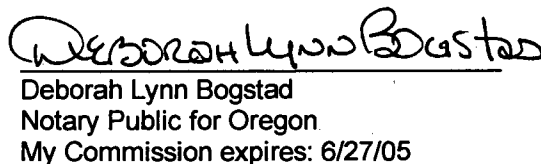


THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2001, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



4 of 5 – Resolution Authorizing Private Sale

**NOTICE OF PRIVATE SALE  
PURSUANT TO ORS 275.225**

Multnomah County Department of Sustainable Community Development, Division of Housing, Tax Title Unit, 501 SE Hawthorne, Room 175, Portland, Oregon, will sell the following property:

EXC W 113.69' LOT 6, BLOCK 4, ROLLEY ADD. Also known as tax account number R71970-0960.

A parcel of non-buildable land in the proximity of 4533 SE 99<sup>th</sup> AVE, in the City of Portland, Multnomah County, Oregon. The Assessed value is \$500.

MEETING DATE: June 21, 2001  
AGENDA NO: C-12  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Private Sale.

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

REGULAR MEETING: Date Requested: 6/21/2001  
Amount of Time Needed:

DEPARTMENT: Sustainable Community DIVISION: Housing

CONTACT: Gary Thomas TELEPHONE #: 503-988-3380 x22591  
BLDG/ROOM #: 503/175/Tax Title

PERSON(s) MAKING PRESENTATION: Gary Thomas

**ACTION REQUESTED:**

**{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER**

**SUGGESTED AGENDA TITLE:**

Request approval of Private Sale Tax Foreclosed Property under ORS 275.225 to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON.

- a) The property is assessed at less than \$5,000 on the current assessment roll and has been shown to be unbuildable "AS IS" per a letter from the City of Portland and the pending sale is to be advertised as provided by ORS 275.225.

The price of sale is \$220.00.

Staff Report, Resolution and Deed D011777, and Notice of Sale are attached

\*\*Return original documents and copies of all to Becky Grace 503/175 following approval\*\*

*06/25/01 copies to Becky Grace; 07/09/01 original*

**SIGNATURES REQUIRED:**

*Deed to Becky Grace*

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

DEPARTMENT MANAGER: Michael Oswald

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

01 JUN 14 AM 8:32  
MULTNOMAH COUNTY  
CLERK OF BOARD  
DEBORAH I. BOGSTAD



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

**SUPPLEMENTAL STAFF REPORT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TAX TITLE/GARY THOMAS**

**DATE: Thursday, May 24, 2001**

**RE: Request approval to sell a Tax Foreclosed Property at Private Sale.**

**I. Recommendation/Action Requested:**

Approval to sell a Tax Foreclosed Property by Private Sale.

**II. Site History/Background/Analysis:**

This property was deeded to the County on 5/16/1960, through foreclosure for non-payment of property taxes. This property was made available to Government Agencies and Non-Profit Housing Developers of Multnomah County during fiscal year 1996/97, in accordance with Multnomah County Code Chapter 27. The Private Sale parcel is a landlocked strip adjacent to 4536 SE 97<sup>th</sup>. The Multnomah County Tax Title Division conducted a sealed bid auction limited to only adjacent property owners. The individuals named in this proposed sale were the successful bidders.

**III. Financial Impact:**

The Private Sale will allow for recovery of delinquent taxes, interest, fees, and costs. The sale will also reinstate the property on the tax roll (see exhibit "A").

**IV. Legal Issues:**

No legal issues are expected. Private Sales are provided for in ORS 275.225. This parcel would be sold "AS IS" without guarantee of clear title.

**V. Controversial Issues:**

Under ORS 275.225 Private Sales are available on property that is unsuitable for construction and is assessed at less than \$5,000. The current assessed value is \$100.

**VI. Link to Current County Policies:**

This property has been through all the processes provided by Multnomah County Code Chapter 27.

**VII. Citizen Participation:**

Once the Board of County Commissioners approves the action to sell, a notice will be placed in the Daily Journal of Commerce to advertise the Private Sale.

**VIII. Other Government Participation:**

Properties sold at Multnomah County Public or Private Sale are subject to ORS 275.275. There are no liens recorded against this parcel at this time.

**EXHIBIT "A"**

**PROPOSED PROPERTY LISTED FOR PRIVATE SALE  
FISCAL YEAR 2000/01**

LEGAL DESCRIPTION:	E 1.69' OF W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD
ADJACENT PROPERTY ADDRESS:	4536 SE 97 <sup>TH</sup> AVE
TAX ACCOUNT NUMBER:	R-71970-0950 (R258943)
GREENSPACE DESIGNATION:	No Greenspace Designation was assigned to this property.
SIZE OF PARCEL:	1'X57' (57sf)
ASSESSED VALUE:	\$100

<b>ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:</b>
---

BACK TAXES & INTEREST:	\$3.80
TAX TITLE MAINTENANCE COST & EXPENSES:	\$129.00
ADVERTISING COST:	\$50.00
RECORDING FEE:	\$24.00
CITY LIENS:	\$0.00
	<hr/>
	\$206.80
SUB-TOTAL	
<b>MINIMUM PRICE REQUEST OF PRIVATE SALE</b>	<b>\$210.00</b>



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Private Sale of Certain Tax Foreclosed Property to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, Including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$100 in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON have agreed to pay \$220.00 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225, as provided in the attached zoning confirmation letter from the City of Portland dated July 26, 2000, hereby incorporated by this reference and identified as Exhibit "B".
- e) JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON have agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. That Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$220.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON the following real property:

E 1.69' OF W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

ADOPTED this 21<sup>st</sup> day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY ATTORNEY  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Attorney

## Deed D011777

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON, Grantees, that certain real property, located in City of Portland, Multnomah County, Oregon more particularly described as follows:

E 1.69 FEET OF W 113.69 FEET OF LOT 6, BLOCK 4, ROLLEY ADD

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$220.00.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

Until a change is requested, all tax statements shall be sent to the following address:

JOEY JOHN WESLEY SIMPSON  
4536 SE 97TH AVE  
PORTLAND OR 97266

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 21st day of June, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

### REVIEWED:

Thomas Sponsler, County Attorney  
Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Attorney

After recording, return to 503/175/Multnomah County Tax Title

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Private Sale of Certain Tax Foreclosed Property to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, Including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$100 in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON have agreed to pay \$220.00 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225, as provided in the attached zoning confirmation letter from the City of Portland dated July 26, 2000, hereby incorporated by this reference and identified as Exhibit "B".
- e) JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON have agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. That Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$220.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON the following real property:

E 1.69' OF W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

ADOPTED this 21st day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON, Grantees, that certain real property, located in City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$220.00.

**Until a change is requested, all tax statements shall be sent to the following address:**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the \_\_\_\_\_ day of July, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

**Diane M. Linn, Chair**

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON                                 )  
  ) ss  
COUNTY OF MULTNOMAH                     )

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

### 3 of 4 – Resolution Authorizing Private Sale

**NOTICE OF PRIVATE SALE  
PURSUANT TO ORS 275.225**

Multnomah County Department of Sustainable Community Development, Division of Housing, Tax Title Unit, 501 SE Hawthorne, Room 175, Portland, Oregon, will sell the following property:

E 1.69' OF W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD. Also known as tax account number R71970-0950.

A parcel of non-buildable land adjacent to 4536 SE 97th, City of Portland Multnomah County, Oregon. The assessed value is \$100.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-080**

Authorizing the Private Sale of Certain Tax Foreclosed Property to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON, Including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$100 in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON have agreed to pay \$220.00 an amount the Board hereby finds to be a reasonable price for the property in conformity with ORS 275.225, as provided in the attached zoning confirmation letter from the City of Portland dated July 26, 2000, hereby incorporated by this reference and identified as Exhibit "B".
- e) JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON have agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. That Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$220.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOEY JOHN WESLEY SIMPSON and KRISTY GAIL SIMPSON the following real property:

E 1.69' OF W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

ADOPTED this 21st day of June, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



Office of Planning  
and  
Development Review  
Land Use Review Division

1900 SW Fourth Ave., Suite 5000  
Portland, Oregon 97201  
Telephone: (503) 823-7300  
TDD: (503) 823-6868  
FAX: (503) 823-7800  
www.ci.portland.or.us

July 26, 2000

Gary Thomas  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208-2716

Re: Zoning confirmation for a parcel of land in the block bounded by SE 97<sup>th</sup> Avenue, SE 99<sup>th</sup> Avenue, SE Holgate Boulevard and SE Pardee Street, legally described as the east 1.69' of the west 113.69' Lot 6, Block 4, Rolley Addition; State Identification # 1S2E16AA 4700; Quarter Section Map 3540; Tax Account #R71970-0950.

Dear Mr. Thomas,

You have requested a zoning confirmation for the above-referenced property. Specifically, you asked if this property is suitable for construction or placement of a dwelling thereon under current zoning regulations.

This site is located in an R1 zone – Residential 1,000 (Chapter 33.120 of the Portland Zoning Code) with an "a" - Alternative Design Density Overlay Zone (Chapter 33.405). It is also located within the Johnson Creek Basin Plan District, Kelly Butte Subdistrict (Chapter 33.535). The R1 zone allows multi-dwelling residential development with a minimum lot size of 10,000 square feet for new lots. Development standards include a minimum building setback of 5 feet from side and rear property lines and a maximum building coverage of 60% of the site. The "a" overlay zone offers alternative development options including bonus density for projects approved through a Type III Design Review. The Johnson Creek Basin Plan District provides for safe, orderly, and efficient development of lands which are subject to physical constraints including flood plains, wetlands, steep and hazardous slopes, and the lack of streets, sewers, and water services. Given that this site is approximately 1.69 feet wide, the above development standards would preclude any development unless combined with an adjacent property. **Therefore, this lot is not suitable for the construction or placement of a dwelling.**

A review of Bureau of Buildings records indicates no permits for this property. A review of land use case history was also completed as part of this zoning confirmation. There is no land use history associated with this property. This confirmation is based on information provided by you, as well as our review of zoning regulations, building permits and land use case history. No site visit was conducted as part of this confirmation. The above information is current, but zoning regulations change over time; these changes may affect the use and/or development of the property. Please contact me if you have additional questions.

Sincerely,

Stephanie Seale, City Planner

encs. Chapter 33.120, 33.405, 33.535

Current zoning map 3540

2 of 4 – Resolution Authorizing Private Sale


MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOEY JOHN WESLEY SIMPSON AND KRISTY GAIL SIMPSON, Grantees, that certain real property, located in City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$220.00.

**Until a change is requested, all tax statements shall be sent to the following address:**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9<sup>th</sup> day of July, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



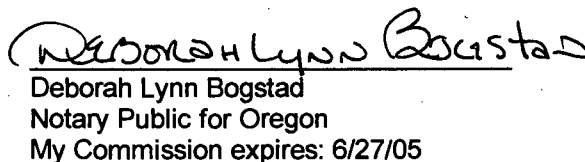
  
Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2001, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



3 of 4 – Resolution Authorizing Private Sale



**NOTICE OF PRIVATE SALE  
PURSUANT TO ORS 275.225**

Multnomah County Department of Sustainable Community Development, Division of Housing, Tax Title Unit, 501 SE Hawthorne, Room 175, Portland, Oregon, will sell the following property:

E 1.69' OF W 113.69' OF LOT 6, BLOCK 4, ROLLEY ADD. Also known as tax account number R71970-0950.

A parcel of non-buildable land adjacent to 4536 SE 97th, City of Portland Multnomah County, Oregon. The assessed value is \$100.

MEETING DATE: June 21, 2001  
AGENDA NO: C-13  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Private Sale.

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 6/21/2001  
Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Sustainable Community DIVISION: Housing

CONTACT: Gary Thomas TELEPHONE #: 503-988-3380 x22591  
BLDG/ROOM #: 503/175/Tax Title

PERSON(s) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

**{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER**

**SUGGESTED AGENDA TITLE:**

Request approval of Private Sale Tax Foreclosed Property under ORS 275.225 to JOHN BEIRWAGEN.

- a) The property is assessed at less than \$5,000 on the current assessment roll and is unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes of the County.

The price of sale is \$1,000.00.

Staff Report, Resolution and Deed D011778, and Notice of Sale attached

**\*\*Return original documents and copies of all to Becky Grace 503/175 following approval\*\***

*06/25/01 copies to Becky Grace; 07/09/01 original*  
**SIGNATURES REQUIRED:** *Deed to Becky Grace*

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

DEPARTMENT MANAGER: Michael Oswald

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ (503) 988-3277 or email**

**deborah.l.bogstad@co.multnomah.or.**



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 988-3048 fax

**SUPPLEMENTAL STAFF REPORT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TAX TITLE/GARY THOMAS**

**DATE: Tuesday, May 29, 2001**

**RE: Request approval to sell a Tax Foreclosed Property at Private Sale.**

**I. Recommendation/Action Requested:**

Approval to sell a Tax Foreclosed Property by Private Sale.

**II. Site History/Background/Analysis:**

This property was deeded to the County on 11/3/1986, through foreclosure for non-payment of property taxes. This property was made available to Government Agencies and Non-Profit Housing Developers of Multnomah County during fiscal year 1996/97, in accordance with Multnomah County Code Chapter 27. The Private Sale parcel is a triangular shaped strip approximately 227sf in size adjacent to 13526 SE Glenwood St and a parcel of vacant land. The Multnomah County Tax Title Division conducted a sealed bid auction limited to only adjacent property owners. The title company named in this proposed sale and who is acting on behalf of the adjacent property owner, John Beirwagen, was the successful bidder.

**III. Financial Impact:**

Private Sale will allow for recovery of delinquent taxes, interest, fees, and costs. The sale will also reinstate the property on the tax roll (see Exhibit B).

**IV. Legal Issues:**

No legal issues are expected. Private Sales are provided for in ORS 275.225. This parcel would be sold "AS IS" without guarantee of clear title.

**V. Controversial Issues:**

Under ORS 275.225 Private Sales are available on property that is unsuitable for construction and is assessed at less than \$5,000. The current assessed value is \$0.

**VI. Link to Current County Policies:**

This property has been through all the processes provided by Multnomah County Code Chapter 27.

**VII. Citizen Participation:**

Once the Board of County Commissioners approves the action to sell, a notice will be placed in the Daily Journal of Commerce to advertise the Private Sale.

**VIII. Other Government Participation:**

Properties sold at Multnomah County Public or Private Sale are subject to ORS 275.275. There are no liens recorded against this parcel at this time.

**EXHIBIT B**

**PROPOSED PROPERTY LISTED FOR PRIVATE SALE  
FISCAL YEAR 2000/01**

LEGAL DESCRIPTION:	As Described In Attached Exhibit A
ADJACENT PROPERTY ADDRESS:	13526 SE Glenwood St
TAX ACCOUNT NUMBER:	R46620-8710 (R201516)
GREENSPACE DESIGNATION:	No Greenspace Designation was assigned to this property.
SIZE OF PARCEL:	Triangular shaped strip (approx. 227sf)
ASSESSED VALUE:	\$-0-

<b>ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:</b>
---

BACK TAXES & INTEREST:	\$38.29
TAX TITLE MAINTENANCE COST & EXPENSES:	-0-
ADVERTISING COST:	65.00
RECORDING FEE:	24.00
CITY LIENS:	-0-
	<hr/>
	\$127.29
SUB-TOTAL	
	\$150.00
<b>MINIMUM PRICE REQUEST OF PRIVATE SALE</b>	

## **EXHIBIT A**

### **LEGAL DESCRIPTION FOR DEED D011778**

R201516

A tract of land in Lot 29, LAMARGENT PARK NO. 2, a recorded subdivision in Multnomah County, State of Oregon, described as follows:

Beginning at a point on the North line of said Lot 29 that is 150 feet East of the East line of SE 134<sup>th</sup> Avenue as now established; thence South parallel to the East line of said SE 134<sup>th</sup> Avenue to the North line of that tract of land described in deed to Marvin R Stose et ux recorded 7/24/47 in Book 1190 page 22; thence East along the North line of said Stose tract to the East line of said Lot 29; thence North along the East line of said Lot 29 to the Northeast corner thereof; thence West along the North line of said Lot 29 to the point of beginning.

EXCEPT the following described portion of Lot 29: Beginning at the initial point that bears North 59.58 feet and West 530.28 feet from the Southeast corner of the Ezra Johnson DLC; thence from said initial point, N. 88° 01' 05" W. along the South line of Lot 29, LAMARGENT PARK NO. 2, 398.48 feet; thence N. 1° 30' W. parallel to the East right of way line of S.E. 134<sup>th</sup> Ave. 290.66 feet; thence S. 89° 51' 30" W. 50.00 feet; thence N. 1° 30' W. 75.00 feet; thence S. 89° 57' 30" W. 100.00 feet to a point in the East right of way line of S.E. 134<sup>th</sup> Ave.; thence N. 1° 30' W. along said East right of way line 50.02 feet; thence N. 89° 57' 30" E. 121.92 feet; thence N. 1° 30' W. 82.05 feet; thence N. 89° 57' 30" E. parallel to S.E. Claybourne St. 323.14 feet; thence S. 1° 15' 15" E. 50.52 feet; thence N. 89° 57' 30" E. 100.00 feet; thence S. 2° 14' 52" E. 288.27 feet to a point on the East line of Lot 29, LAMARGENT PARK NO. 2; thence S. 1° 15' 15" E. along the East line of said Lot 29, 173.12 feet to the initial point of beginning.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Private Sale of Certain Tax Foreclosed Property to JOHN BEIRWAGEN, Including direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$0. in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) FIDELITY NATIONAL TITLE COMPANY OF OREGON (on behalf of John Bierwagen, the proposed grantee) has agreed to pay \$1,000.00 an amount the Board hereby finds to be a reasonable price for the triangular shaped strip of property (approx. 227sf).
- e) FIDELITY NATIONAL TITLE COMPANY OF OREGON has agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

- 1. That Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$1,000.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOHN BEIRWAGEN the following real property:

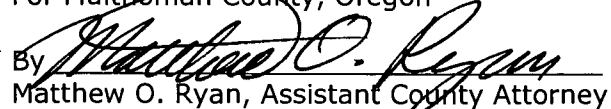
As Described In Attached Exhibit A

ADOPTED this 21<sup>st</sup> day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY ATTORNEY  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Attorney

## Deed D011778

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN BEIRWAGEN, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

As Described In Attached Exhibit A.

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$1,000.00.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

Until a change is requested, all tax statements shall be sent to the following address:

JOHN BEIRWAGEN  
C/O FIDELITY NATIONAL TITLE  
ATTN ROBERT E LOWE  
401 SW FOURTH AVE  
PORTLAND OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 21st day of June, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

### REVIEWED:

Thomas Sponsler, County Attorney  
Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Attorney

After recording, return to 503/175/Multnomah County Tax Title



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-081**

Authorizing Private Sale of Certain Tax Foreclosed Property to JOHN BEIRWAGEN, Including Direction to Tax Title for Publication of Notice Pursuant to ORS 275.225

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes.
- b) The property is assessed at \$0. in value on the County's current tax roll.
- c) The property is unsuitable for construction or placement of structures thereon, as provided under ORS 275.225.
- d) FIDELITY NATIONAL TITLE COMPANY OF OREGON (on behalf of John Bierwagen, the proposed grantee) has agreed to pay \$1,000.00 an amount the Board hereby finds to be a reasonable price for the triangular shaped strip of property (approx. 227sf).
- e) FIDELITY NATIONAL TITLE COMPANY OF OREGON has agreed to reimburse the County for the cost of publishing the notice of this sale.

**The Multnomah County Board of Commissioners Resolves:**

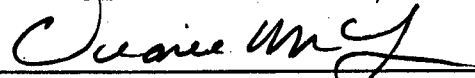
1. That Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$1,000.00, the Chair on behalf of Multnomah County, is hereby authorized to execute a deed conveying to JOHN BEIRWAGEN the following real property:

As Described In Attached Exhibit A

ADOPTED this 21st day of June, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## EXHIBIT A

### LEGAL DESCRIPTION FOR DEED D011778

R201516

A tract of land in Lot 29, LAMARGENT PARK NO. 2, a recorded subdivision in Multnomah County, State of Oregon, described as follows:

Beginning at a point on the North line of said Lot 29 that is 150 feet East of the East line of SE 134<sup>th</sup> Avenue as now established; thence South parallel to the East line of said SE 134<sup>th</sup> Avenue to the North line of that tract of land described in deed to Marvin R Stose et ux recorded 7/24/47 in Book 1190 page 22; thence East along the North line of said Stose tract to the East line of said Lot 29; thence North along the East line of said Lot 29 to the Northeast corner thereof; thence West along the North line of said Lot 29 to the point of beginning.

EXCEPT the following described portion of Lot 29: Beginning at the initial point that bears North 59.58 feet and West 530.28 feet from the Southeast corner of the Ezra Johnson DLC; thence from said initial point, N. 88° 01' 05" W. along the South line of Lot 29, LAMARGENT PARK NO. 2, 398.48 feet; thence N. 1° 30' W. parallel to the East right of way line of S.E. 134<sup>th</sup> Ave. 290.66 feet; thence S. 89° 51' 30" W. 50.00 feet; thence N. 1° 30' W. 75.00 feet; thence S. 89° 57' 30" W. 100.00 feet to a point in the East right of way line of S.E. 134<sup>th</sup> Ave.; thence N. 1° 30' W. along said East right of way line 50.02 feet; thence N. 89° 57' 30" E. 121.92 feet; thence N. 1° 30' W. 82.05 feet; thence N. 89° 57' 30" E. parallel to S.E. Claybourne St. 323.14 feet; thence S. 1° 15' 15" E. 50.52 feet; thence N. 89° 57' 30" E. 100.00 feet; thence S. 2° 14' 52" E. 288.27 feet to a point on the East line of Lot 29, LAMARGENT PARK NO. 2; thence S. 1° 15' 15" E. along the East line of said Lot 29, 173.12 feet to the initial point of beginning.


MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN BEIRWAGEN, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$1,000.00.

**Until a change is requested, all tax statements shall be sent to the following address:**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9<sup>th</sup> day of July, 2001, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



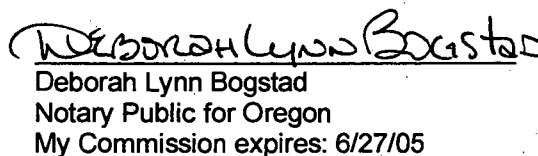
  
Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2001, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



**After recording, return to 503/175/Multnomah County Tax Title**

## EXHIBIT A

### LEGAL DESCRIPTION FOR DEED D011778

R201516

A tract of land in Lot 29, LAMARGENT PARK NO. 2, a recorded subdivision in Multnomah County, State of Oregon, described as follows:

Beginning at a point on the North line of said Lot 29 that is 150 feet East of the East line of SE 134<sup>th</sup> Avenue as now established; thence South parallel to the East line of said SE 134<sup>th</sup> Avenue to the North line of that tract of land described in deed to Marvin R Stose et ux recorded 7/24/47 in Book 1190 page 22; thence East along the North line of said Stose tract to the East line of said Lot 29; thence North along the East line of said Lot 29 to the Northeast corner thereof; thence West along the North line of said Lot 29 to the point of beginning.

EXCEPT the following described portion of Lot 29: Beginning at the initial point that bears North 59.58 feet and West 530.28 feet from the Southeast corner of the Ezra Johnson DLC; thence from said initial point, N. 88° 01' 05" W. along the South line of Lot 29, LAMARGENT PARK NO. 2, 398.48 feet; thence N. 1° 30' W. parallel to the East right of way line of S.E. 134<sup>th</sup> Ave. 290.66 feet; thence S. 89° 51' 30" W. 50.00 feet; thence N. 1° 30' W. 75.00 feet; thence S. 89° 57' 30" W. 100.00 feet to a point in the East right of way line of S.E. 134<sup>th</sup> Ave.; thence N. 1° 30' W. along said East right of way line 50.02 feet; thence N. 89° 57' 30" E. 121.92 feet; thence N. 1° 30' W. 82.05 feet; thence N. 89° 57' 30" E. parallel to S.E. Claybourne St. 323.14 feet; thence S. 1° 15' 15" E. 50.52 feet; thence N. 89° 57' 30" E. 100.00 feet; thence S. 2° 14' 52" E. 288.27 feet to a point on the East line of Lot 29, LAMARGENT PARK NO. 2; thence S. 1° 15' 15" E. along the East line of said Lot 29, 173.12 feet to the initial point of beginning.

**NOTICE OF PRIVATE SALE  
PURSUANT TO ORS 275.225**

Multnomah County Department of Sustainable Community Development, Division of Housing, Tax Title Unit, 501 SE Hawthorne, Room 175, Portland, Oregon will sell the following property:

A tract of land in Lot 29, LAMARGENT PARK NO. 2, a recorded subdivision in City of Portland, Multnomah County, State of Oregon, described as follows:

Beginning at a point on the North line of said Lot 29 that is 150 feet East of the East line of SE 134<sup>th</sup> Avenue as now established; thence South parallel to the East line of said SE 134<sup>th</sup> Avenue to the North line of that tract of land described in deed to Marvin R Stose et ux recorded 7/24/47 in Book 1190 page 22; thence East along the North line of said Stose tract to the East line of said Lot 29; thence North along the East line of said Lot 29 to the Northeast corner thereof; thence West along the North line of said Lot 29 to the point of beginning.

EXCEPT the following described portion of Lot 29: Beginning at the initial point that bears North 59.58 feet and West 530.28 feet from the Southeast corner of the Ezra Johnson DLC; thence from said initial point, N. 88° 01' 05" W. along the South line of Lot 29, LAMARGENT PARK NO. 2, 398.48 feet; thence N. 1° 30' W. parallel to the East right of way line of S.E. 134<sup>th</sup> Ave. 290.66 feet; thence S. 89° 51' 30" W. 50.00 feet; thence N. 1° 30' W. 75.00 feet; thence S. 89° 57' 30" W. 100.00 feet to a point in the East right of way line of S.E. 134<sup>th</sup> Ave.; thence N. 1° 30' W. along said East right of way line 50.02 feet; thence N. 89° 57' 30" E. 121.92 feet; thence N. 1° 30' W. 82.05 feet; thence N. 89° 57' 30" E. parallel to S.E. Claybourne St. 323.14 feet; thence S. 1° 15' 15" E. 50.52 feet; thence N. 89° 57' 30" E. 100.00 feet; thence S. 2° 14' 52" E. 288.27 feet to a point on the East line of Lot 29, LAMARGENT PARK NO. 2; thence S. 1° 15' 15" E. along the East line of said Lot 29, 173.12 feet to the initial point of beginning.

A parcel of non-buildable land known as R201516 in the proximity of 13526 SE GLENWOOD ST (LANDLOCKED), Multnomah County, Portland, Oregon. The assessed value is \$0.

MEETING DATE: June 21, 2001  
AGENDA NO: R-1  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESULTS Presentation on Hollywood Library Staff Retreat/Work Session

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

REGULAR MEETING: DATE REQUESTED: Thursday, June 21, 2001  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Library DIVISION: RESULTS

CONTACT: Patrick Provant TELEPHONE #: (503) 988-4338  
BLDG/ROOM #: 317/ADM

PERSON(S) MAKING PRESENTATION: David Miles, Blake Kincaid, Ruth Metz, Tom McNamara

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

*Results from RESULTS: Teambuilding Makes A Difference at the Hollywood Branch Library*

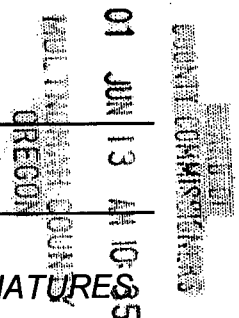
**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Ginnie Cooper

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# Hollywood Retreat

<u>Inception</u> <ul style="list-style-type: none"><li>• The need for Team-Building at Hollywood</li><li>• Preparation for moving into the new Hollywood Library building</li><li>• RESULTS committee volunteers to staff the branch</li><li>• Cross-sectional Team created for Planning</li></ul>	<u>Goals</u> <ul style="list-style-type: none"><li>• Training across job specifications</li><li>• Putting County Values into action</li><li>• Turning co-workers into team members</li><li>• Encouraging the free flow of ideas</li><li>• Customer Service</li></ul>
<u>Planning</u> <ul style="list-style-type: none"><li>• Giving line staff the power to make decisions</li><li>• Team-Building as part of the planning process</li><li>• Involvement of all Team members</li></ul>	<u>Proliferation</u> <ul style="list-style-type: none"><li>• Ripples throughout Library system</li><li>• Thinking 'outside the box' is contagious</li><li>• Three Library workgroups have followed Hollywood</li></ul>
<u>Execution</u> <ul style="list-style-type: none"><li>• Time outside of the workplace</li><li>• Team-Building tailored to the group</li><li>• Developing mutual trust</li><li>• Questionnaire results: SUCCESS!</li></ul>	<u>Summation</u> <ul style="list-style-type: none"><li>• Putting values into action</li><li>• Self-directed work teams generate self-esteem</li><li>• Team-Building improves the work environment</li><li>• Increased morale improves public service</li></ul>

# Results from RESULTS

Team Building Makes a Difference At  
the Hollywood Branch Library

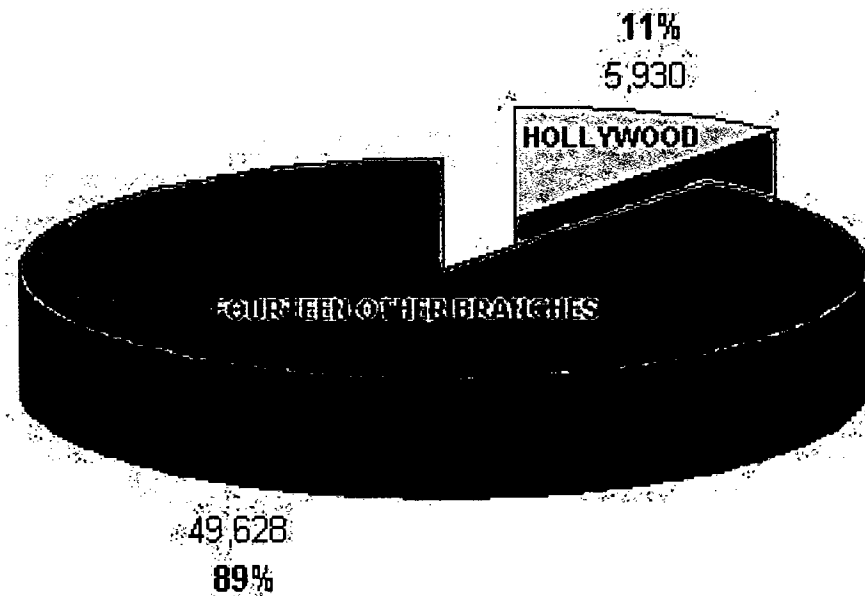


# Hollywood is a busy place

## BRANCH CUSTOMER SERVICE CONTACTS

Feb. 25-March 3, 2001

TOTAL: 55,558



We counted all customer contacts, in-person and over the phone.

# Hollywood Staff



Clerks - Help  
Patrons Check Out  
and Check In  
Materials



Patrons Use  
and Return  
Materials

# Cross- functional Team

Reference -  
Help Patrons  
Find Materials



Pages - Sort and  
Shelve Materials  
Returned by Patrons



# Team-building tailored to the group

- Informal Attire
- Group Meal
- Get to know one another
- Remote Location

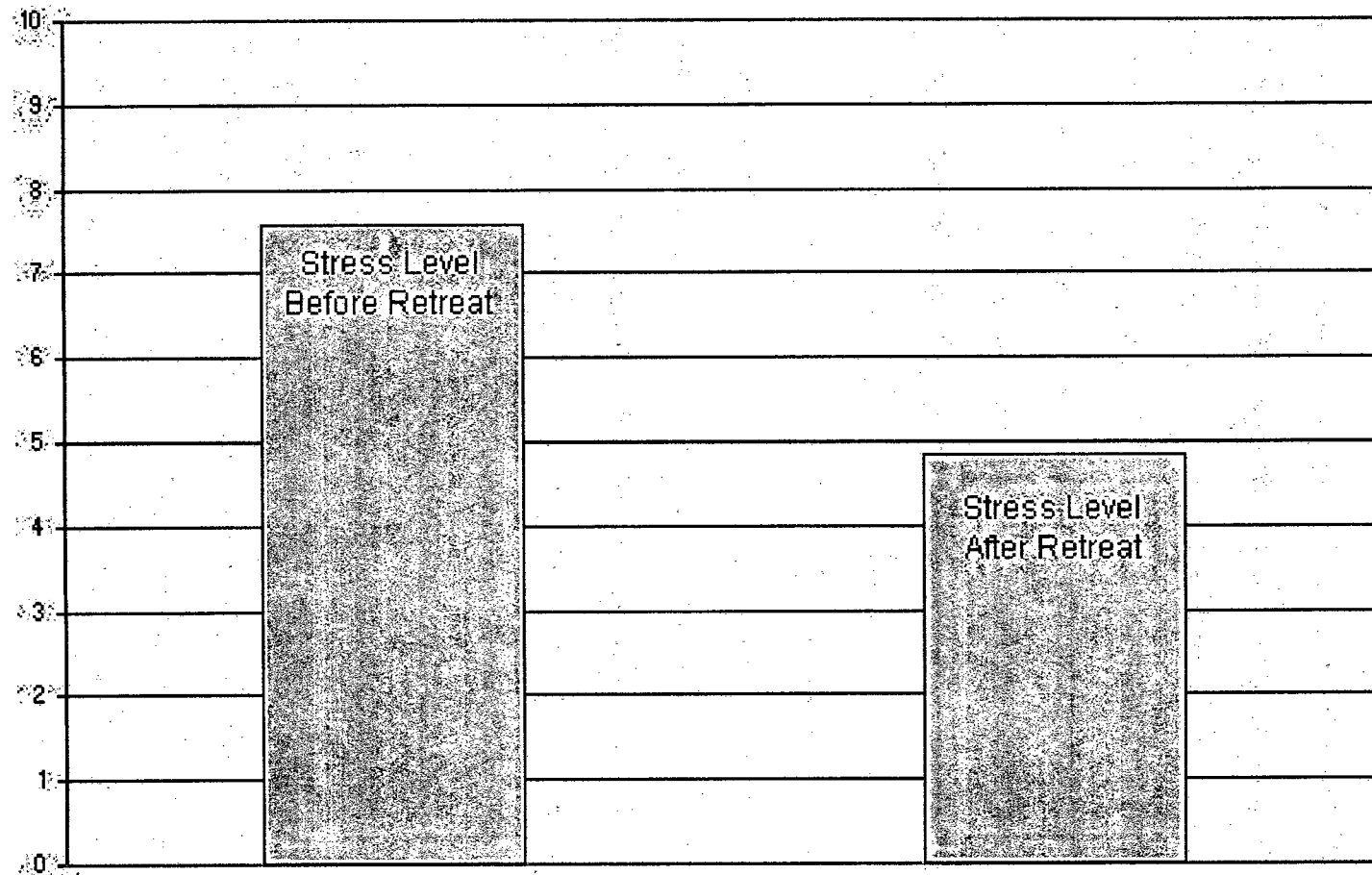


# Informal setting

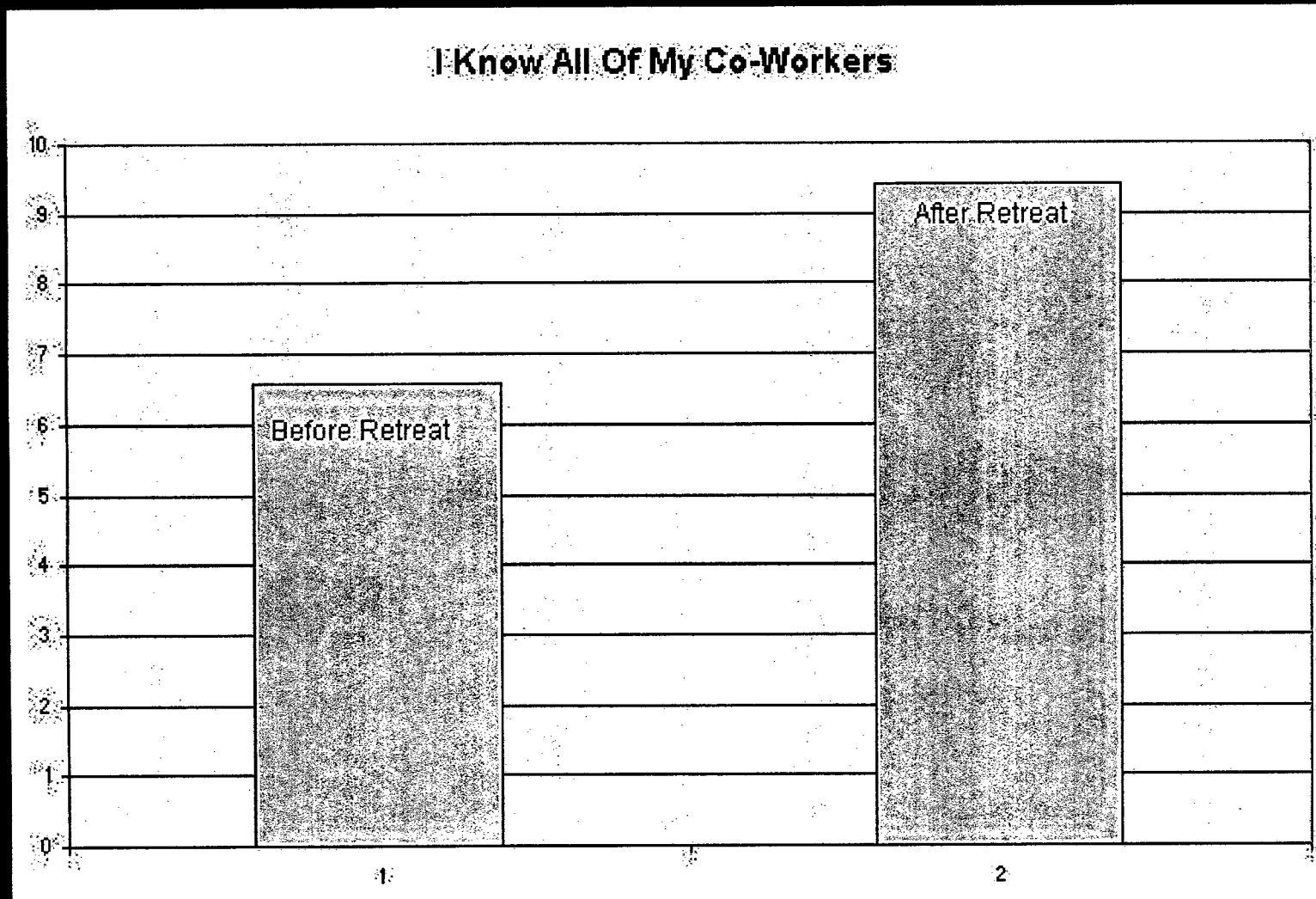


# Feedback from Staff

**Stress Level At Hollywood**



# Feedback from Staff

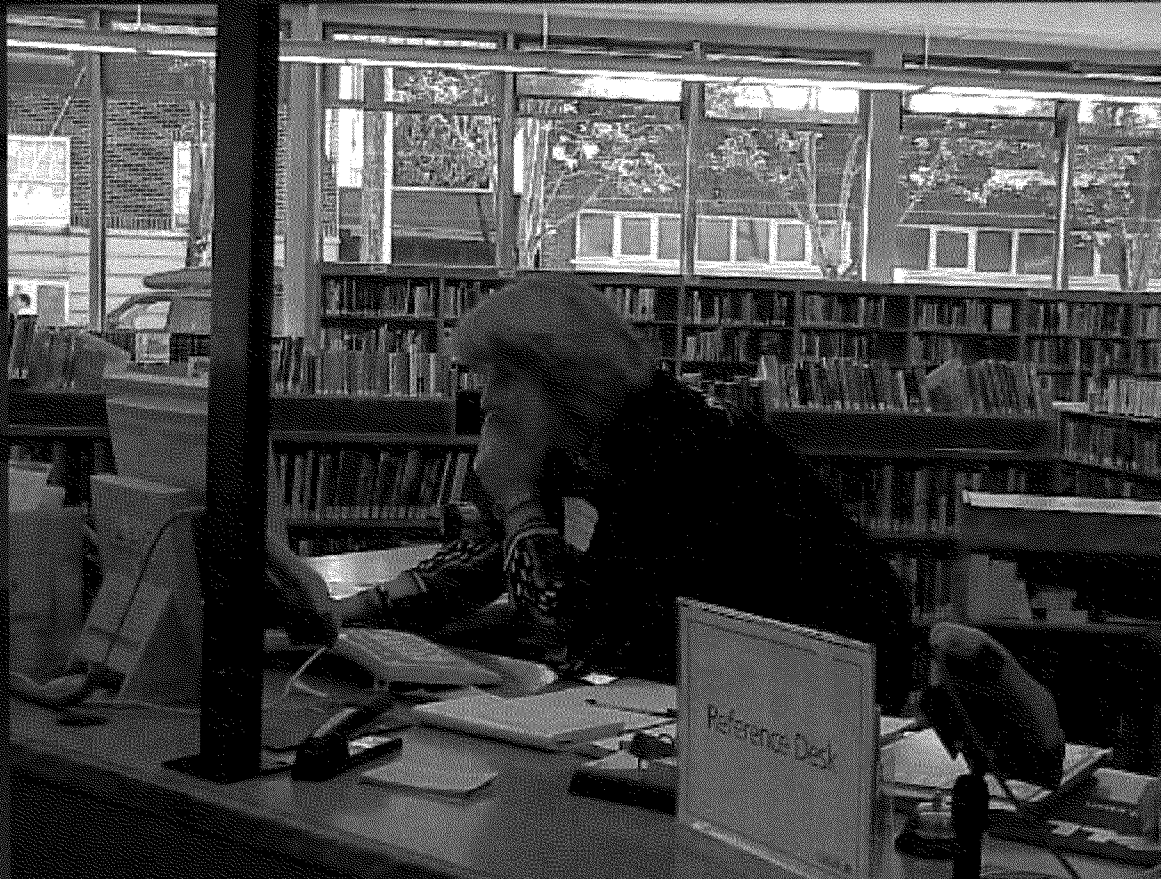


# Feedback from Staff

- Hollywood is a friendlier place: 85%
- Learned things useful at work: 87%
- Teambuilding is worthwhile: 93%



# RESULTS holding down the fort



# GOALS:

- Cross-Training
- Putting County Values into Action
- Customer Service

Thinking  
'Outside the Box'  
is Contagious



# Central Circulation



Cross-Training

Opportunity

# Summation

- Self-directed work teams generate self esteem
- Teambuilding improves the work environment
- Increased morale improves public service





MEETING DATE: June 21, 2001  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:40 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

### AGENDA PLACEMENT FORM

SUBJECT: Permit to Islamic Center of Portland for Non Exclusive Use of Parking Spaces at Capitol Hill Library

BOARD BRIEFING:

Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING:

Date Requested: June 21, 2001  
Amount of Time Needed: 3 minutes

DEPARTMENT: DSCD

DIVISION: Facilities & Property Mgmt

CONTACT: Lisa Rand

TELEPHONE #: (503) 988-5070  
BLDG/ROOM #: 274

PERSON(s) MAKING PRESENTATION: Dan Brown

### ACTION REQUESTED:

{ } INFORMATION ONLY    { } POLICY DIRECTION    {X} APPROVAL    { } OTHER

### SUGGESTED AGENDA TITLE:

RESOLUTION Authorizing Islamic Center of Portland Permit for Non Exclusive Use of Parking Spaces at the Capitol Hill Library

Attached documents: Supplemental Staff Report; Resolution; PERMIT FOR NON EXCLUSIVE USE OF PARKING SPACES.

*06/27/01 original permits & copy of Resolution to BOB DEBUST*  
**SIGNATURES REQUIRED:**

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

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 15 AM 9:15  
MULTNOMAH COUNTY  
OREGON  
COUNTY CLERK'S OFFICE





Department of Sustainable Community Development

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**MULTNOMAH COUNTY**

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Facilities and Property Management

401 N. Dixon Street

Portland, Oregon 97227-1865

(503) 988-3322 phone

(503) 988-5643 fax

## **SUPPLEMENTAL STAFF REPORT**

**Date:** May 14, 2001

**To:** Board of County Commissioners

**From:** Robert Oberst, Property Management Supervisor

**Requested placement date:** June 14, 2001

**Reference:** Permit to Islamic Center of Portland for Non Exclusive Use of Parking Spaces at Capitol Hill Library

- I. **Recommendation/Action Requested:** Board of Commissioners Resolution Approving PERMIT FOR NON EXCLUSIVE USE OF PARKING SPACES and authorizing execution of PERMIT by County Chair.
- II. **Background Analysis:** The Islamic Center of Portland is located at 10323 SW 43<sup>rd</sup> Avenue, near the County's Capital Hill Branch Library located at 10723 SW Capitol Highway. The Islamic Center conducts a service for its members each Friday at noon which results in higher than usual parking demand by members. Occasionally there may be insufficient off-street parking at the Islamic Center facility to accommodate some of this parking demand. The City of Portland is requiring the Islamic Center to provide for overflow off-street parking to supplement the on-site parking in order to alleviate parking congestion for all members of the public during the periods involved.

The IHOP Restaurant in the area has provided a number of parking spaces for the Islamic Center's use during the periods involved, however the City of Portland is requiring that there be more such parking spaces available for overflow parking at noon on Fridays. The Islamic Center of Portland has requested permission to use parking spaces at the Capitol Hill Library for such overflow parking.

The Capitol Hill Library parking lots (upper and lower) contain sixty parking spaces, excluding handicapped parking spaces. The Library Department has indicated that parking demand at the Capitol Hill Branch is low on Fridays at mid day and that up to thirty spaces in the lower lot may be used for the overflow parking at these times without detriment to Library patron parking.

- III. **Financial Impact:** The Islamic Center of Portland would pay \$200.00 per year during the permit term for non exclusive use of the spaces.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** None.
- VII. **Citizen Participation:** None.
- VIII. **Other Government Participation:** None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Permit to Islamic Center of Portland for Non Exclusive Use of Parking Spaces at Capitol Hill Library

**The Multnomah County Board of Commissioners Finds:**

- a) That the Islamic Center of Portland, located at 10323 SW 43<sup>rd</sup> Avenue, does not have sufficient off-street parking at its site to accommodate some of its members on some occasions of its services on Fridays from 12:00 noon to 2:00 PM and that the resultant use of on-street parking by members and other citizens creates temporary street congestion in the area for all.
- b) That the Capitol Hill Branch Library has sixty off-street parking spaces, which are lightly used during mid day on Fridays and that making thirty of these spaces available to the Islamic Center during that time on a non exclusive basis will not adversely affect the use of the parking by Library patrons.
- c) That it is in the best interest of the County that this non exclusive use of thirty parking spaces at the Capitol Hill Library be permitted in order to reduce parking congestion for the general public at the stated times.

**The Multnomah County Board of Commissioners Resolves:**

- 1. That the PERMIT FOR NON EXCLUSIVE USE OF PARKING SPACES before the Board in this matter be approved and that the Chair be, and is hereby, authorized to execute said PERMIT on behalf of Multnomah County.

Adopted this 21st day of June 2001.


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

Thomas Sponsler, County Attorney  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-084**

Authorizing Islamic Center of Portland Permit for Non Exclusive Use of Parking Spaces at the Capitol Hill Library

**The Multnomah County Board of Commissioners Finds:**

- a) That the Islamic Center of Portland, located at 10323 SW 43rd Avenue, does not have sufficient off-street parking at its site to accommodate some of its members on some occasions of its services on Fridays from 12:00 noon to 2:00 PM and that the resultant use of on-street parking by members and other citizens creates temporary street congestion in the area for all.
- b) That the Capitol Hill Branch Library has sixty off-street parking spaces, which are lightly used during mid day on Fridays and that making thirty of these spaces available to the Islamic Center during that time on a non exclusive basis will not adversely affect the use of the parking by Library patrons.
- c) That it is in the best interest of the County that this non exclusive use of thirty parking spaces at the Capitol Hill Library be permitted in order to reduce parking congestion for the general public at the stated times.

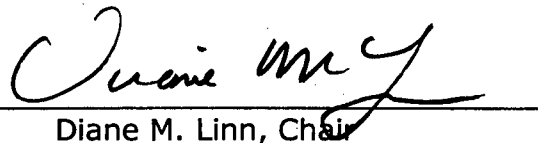
**The Multnomah County Board of Commissioners Resolves:**

1. That the PERMIT FOR NON EXCLUSIVE USE OF PARKING SPACES before the Board in this matter be approved and that the Chair be, and is hereby, authorized to execute said PERMIT on behalf of Multnomah County.

ADOPTED this 21st day of June 2001.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## PERMIT FOR NON EXCLUSIVE USE OF PARKING SPACES

Multnomah County, Oregon (County) hereby grants to Islamic Center of Portland (Center) the non exclusive right to the use of parking spaces at the County's Capitol Hill Branch Library, located at 10723 SW Capitol Highway, Portland, Oregon, upon the following terms and conditions:

1. Term. The initial term of this Permit shall commence upon its execution by County and Center and shall continue for a period of five years from such execution, unless terminated as provided herein. Thereafter, this permit shall automatically continue from year to year unless terminated by either party upon not less than ninety (90) days' written notice to the other party given prior to the next anniversary date of such execution.
2. Parking Spaces to be Used. The parking spaces to be used by Center under this Permit shall be not more than thirty (30) spaces located within the lower parking lot at the Capitol Hill Branch Library.
3. Permitted Use. Use of the parking spaces by Center under this permit shall be solely for parking by Center's members during attendance at Friday Prayer at the Center, 10323 SW 43<sup>rd</sup> Avenue, Portland, Oregon. Such use is permitted only on Friday of each week during the term of this Permit within the hours from 12:00 noon to 2:00 PM, Pacific Time. Such use shall be in common with other lawful users of the parking spaces and non exclusive. County does not guarantee the availability of the spaces for use by Center at any particular occasion or time.
4. Indemnity. Center will defend, indemnify and hold harmless County from and against any claim, suit, loss, damage or injury, including loss or damage suffered by County, resulting from the exercise of permission granted herein, except for any claim, suit, loss, damage or injury cause by or arising out of County's own negligence.
5. Insurance. Center shall maintain general liability insurance naming County as an additional insured for claims for bodily injury or death and property damage with combined single limits of not less than one million dollars (\$1,000,000) single occurrence limit and shall provide County with a certificate from the insurance carrier evidencing such coverage prior to exercising the permission granted herein.
6. Consideration. Center shall pay to County the sum of \$200.00 upon the execution of this Permit and each anniversary of the execution during the term.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this 21 day of JUNE, 2001.

Islamic Center of Portland

By: Ihab Ayoub  
PRESIDENT

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: Diane M. Linn  
Diane M. Linn, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY: Thomas Sponsler  
ASSISTANT COUNTY ATTORNEY

DATE 6/21/01

MEETING DATE: June 21, 2001  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:45 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT: Approval of the State Department of Human Services FY20001/03 County Financial Assistance Agreement in the amount of \$60,836,314**

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

REGULAR MEETING: DATE REQUESTED: Thursday, June 21, 2001  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DCFS DIVISION: Divisions of Behavioral Health and Developmental Disabilities

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

PERSON(S) MAKING PRESENTATION: Wendy Lear and/or Mike Waddell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

**Resolution Authorizing Approval of the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 and Appointment of Lorenzo T. Poe, Jr. as County Financial Assistance Administrator**

*ad/22/01 originals to Kristie Lopresti*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 14 PM 6:57  
MULTNOMAH COUNTY  
CLERK



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**MULTNOMAH COUNTY OREGON**

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

TO: Board of County Commissioners

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

DATE: June 13, 2001

SUBJECT: Department of Human Services FY20001/03 County Financial Assistance Agreement

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I. **Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Resolution Authorizing Approval of the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 and Appointment of Lorenzo T. Poe, Jr. as County Financial Assistance Administrator, for the period July 1, 2001 through June 30, 2003.

II. **Background/Analysis:** The State of Oregon, Department of Human Services is contracting with the Department of Community and Family Services to provide mental health services, services to individuals with developmental disabilities and alcohol and drug services.

II. **Financial Impact:** This agreement is for \$60,836,314 and reflects the financial award for local administration, mental health services, and alcohol and drug-related services. The State is in the process of creating an amendment to this Agreement to add initial financial assistance award for developmental disability services. The County expects to receive the amendment to this Agreement within the next two weeks for authorized signature.

The State is currently negotiating terms for indirect cost for developmental disability services with the county mental health directors. They intend to add additional terms to this Agreement limiting the indirect cost for developmental disability services.

IV. **Legal Issues:** None

V. **Controversial Issues:** None

VI. **Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the Quality of life and independence for the citizens of Multnomah County.

VII. **Citizen Participation:** Both providers and citizens are involved in service planning through the Self Directed Supports Commission (DD), Portland Area Drug and Alcohol Managers Association (A/D) and the Mental Health Redesign Commission.

VIII. **Other Government Participation:** N/A

## BOGSTAD Deborah L

---

**From:** STEWART MaryAnn  
**Sent:** Thursday, June 14, 2001 2:50 PM  
**To:** BOGSTAD Deborah L; GAETJENS Katie G; STEWART MaryAnn  
**Subject:** RE: Resolution for State Financial Assistance Agreement

**Importance:** High

Okay, here's the cleaned up and final version. "grant" has been replaced with "Assistance". Counsel is replaced with Attorney. I one other thing I just noticed the award is coming this time from the Department of Human Services, not the Mental Health Division, so I changed reference from MHDDSD to DHS. Deb, hope you still have time to get Katie's signature!!



DCFS Financial  
Assistance Agre...

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, June 14, 2001 2:13 PM  
**To:** GAETJENS Katie G; STEWART MaryAnn  
**Subject:** RE: Resolution for State Financial Assistance Agreement  
**Importance:** High

oops - I didn't see your email - could you make the few changes to delete the word "grant" on the word document I just sent you? Thanks!!

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Blvd., Suite 600 (503/600)  
Portland, Oregon 97214  
phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** GAETJENS Katie G  
**Sent:** Thursday, June 14, 2001 2:09 PM  
**To:** BOGSTAD Deborah L; STEWART MaryAnn  
**Subject:** FW: Resolution for State Financial Assistance Agreement  
**Importance:** High

I have made a few changes to delete the word "grant" since I think that was the point of many of the state changes this year. Otherwise, I am fine with it.

Deb - If you can still get this on the agenda with the agreement itself I am happy to sign the resolution. If not, we would need to modify the resolution to cover just the appointment of the award administrator, as the award itself would be approved like any other contract, upon board signature.

-----Original Message-----

**From:** STEWART MaryAnn  
**Sent:** Thursday, June 14, 2001 1:56 PM  
**To:** GAETJENS Katie G; BOGSTAD Deborah L

**Cc:** WADDELL Mike D  
**Subject:** Resolution for State Financial Assistance Agreement  
**Importance:** High

Attached is the resolution that should accompany the State 2001-2003 County Financial Assistance Agreement that is going on the Board agenda next week. Deb, Katie and I just spoke and if it's not possible to get it on next week, she thinks it may be okay to wait on the resolution and pass the agreement itself next week. She will be taking a look at it as soon as I pass along to the two of you (which I am doing right now). Let me know what you both think.

<< File: Financial Assistance Agreement Resolution.doc >>



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Approval of the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 and Appointment of Lorenzo T. Poe, Jr. as County Financial Assistance Administrator

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Department of Community and Family Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Department of Human Services (Department) to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The Department is willing, upon the terms and conditions of the attached 2001-2003 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County.
- d. The Agreement must be approved before June 25, 2001, and approval of the Agreement is in the economic interests of Multnomah County and its citizens.
- e. Section III.B of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement on behalf of the County.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 with the State of Oregon Department of Human Services.
2. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Agreement and any other required documents.
3. The Board appoints Lorenzo T. Poe, Jr., Director of the Department of Community and Family Services, as the County Financial Assistance

Administrator and authorizes Lorenzo T. Poe, Jr. to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section III ( C ).

ADOPTED this 21st day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Katie Gaetjens, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-085**

Approval of the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 and Appointment of Lorenzo T. Poe, Jr. as County Financial Assistance Administrator

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Department of Community and Family Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Department of Human Services (Department) to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The Department is willing, upon the terms and conditions of the attached 2001-2003 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County.
- d. The Agreement must be approved before June 25, 2001, and approval of the Agreement is in the economic interests of Multnomah County and its citizens.
- e. Section III.B of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement on behalf of the County.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 with the State of Oregon Department of Human Services.
2. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Agreement and any other required documents.
3. The Board appoints Lorenzo T. Poe, Jr., Director of the Department of Community and Family Services, as the County Financial Assistance

Administrator and authorizes Lorenzo T. Poe, Jr. to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section III ( C ).

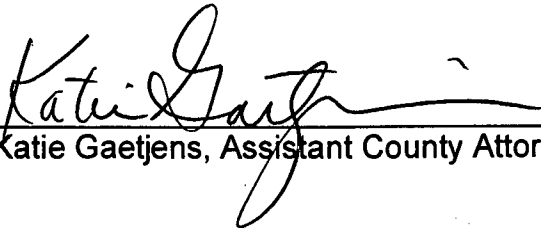
ADOPTED this 21st day of June, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Attorney

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0210007

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

Amendment #: -0-

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # R-3 DATE 06-21-01</b>  <b>DEB BOGSTAD, BOARD CLERK</b></p>

Department: Community and Family Services	Division: Director's Office	Date: June 11, 2001
Originator: Lorenzo Poe	Phone: 503.988.3691	Bldg/Rm: 166/7
Contact: Patty Doyle	Phone: X 24418	Bldg/Rm: 166/7

Description of Contract **State Department of Human Services 2001/2003 County Financial Assistance Agreement**

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

Contractor <b>Oregon Department of Human Services</b>	Remittance Address:
Address <b>Contract and Procurement Office: Attn Sheri Gaines</b>	(If different)
<b>500 Summer Street NE Mailbox E03</b>	
<b>Salem, OR 97310-1012</b>	
Phone <b>(503) 945-5657</b>	Payment Schedule / Terms
Employer ID# or SS# <b>N/A</b>	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date <b>July 1, 2001</b>	<input checked="" type="checkbox"/> Monthly \$ <b>Invoice</b> <input type="checkbox"/> Net 30
Termination Date <b>June 30, 2003</b>	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ <b>60,836,314</b>	
Total Amt of Previous Amendments \$ <b>-0-</b>	<input type="checkbox"/> Requirements \$
Amount of Amendment \$ <b>-0-</b>	
Total Amount of Agreement \$ <b>60,836,314</b>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe</u>	DATE <u>6/13/01</u>
Purchasing Manager <u>Katie Smith</u>	DATE <u>6/13/01</u>
County Counsel <u>Curtis J.</u>	DATE <u>6-22-01</u>
County Chair	DATE
Sheriff	DATE
Contract Administration	DATE

MERLIN Customer Code <b>30006</b>	
F M Fund	Fund Center
01	
02	
03	



# Oregon

John A. Kitzhaber, M.D., Governor

RECEIVED

JUN 13 2001

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

June 8, 2001

## Department of Human Services

Administrative Services

Contracts and Procurement Unit

500 Summer Street NE, E03

Salem, OR 97301-1080

(503) 945-5818

Purchasing Fax (503) 373-7365

Contracts Fax (503) 373-7889

TTY (503) 945-5928

The Honorable Lisa Naito, Chairperson  
Multnomah County Board of Commissioners  
Multnomah County Courthouse  
Portland, OR 97204

Dear Commissioner Naito:

The 2001-2003 Department of Human Services County Financial Assistance Agreement for community mental health, developmental disability, and alcohol and drug services is enclosed for your action. The Agreement is contingent on the approval of the legislative appropriation of sufficient funds to finance the services included within the Agreement. We will not execute this Agreement if the Department does not receive legislative approval.

There are two (2) original copies of the Financial Assistance Agreement enclosed for your signature. **Please return both copies** with the necessary approval signatures before the close of business (5:00 p.m.) on Monday, June 25, 2001. I will sign and execute the Agreements during the week of June 25, 2001 provided that we receive legislative approval for the services covered under this Agreement. By law, we cannot pay for services before the Agreement has all necessary signatures and have received approval of legislative appropriation. We will immediately inform you if the appropriation is not approved.

### What Needs To Be Done Now

**Please sign or make the required entry at each of the "flagged" spots and return to: Oregon Department of Human Services, Contract and Procurement Office, Attention: Sheri Gaines, 500 Summer St. NE, Mailbox E03, Salem, Oregon 97310-1012.**

*"Assisting People to Become Independent, Healthy and Safe"*  
An Equal Opportunity Employer

If you have any questions, please contact the following persons:

For inquiry regarding developmental disability services, contact Lorraine Burgio at (503) 945-9783 or Jack Morgan at (503) 945-9801.

For inquiry regarding mental health services, contact Fabiola Roldan Flores at (503) 945-9710 or Kyleen Gower at (503) 945-9709.

For inquiry regarding alcohol-related and drug-related services, contact Robert Miller at (503) 945-6185.

For general assistance or if the other contact representatives are not available, you may call me at (503) 945-8869 or Sheri Gaines at (503) 945-5657.

### **Changes that are Worth Noting**

1. The 2001-2003 County Financial Assistance Agreement was updated to improve the service descriptions. The service descriptions describe the required performance and reporting requirements and payment methods.
2. The financial assistance award, based on the terms and conditions of the Agreement will be used to allocate funds. The initial Financial Assistance Award is in Exhibit D of this Agreement and includes award for local administration, mental health services, and alcohol- and drug-related services. We are in the process of creating an amendment to this Agreement to add initial financial assistance award for developmental disability services. The County will receive an amendment to this Agreement within the next two weeks for authorized signature so we may execute the amendment by July 1, 2001.
3. We are currently negotiating terms for indirect cost for developmental disability services with County community mental health directors. We intent to add additional terms to this Agreement limiting the indirect cost for developmental disability services.
4. Amendment to Financial Award. Periodically, we will issue an amendment to the financial award to add or adjust financial award. The Amendment to Financial Award will be used to amend financial awards when making

general changes such as cost-of-living increases. The format of the Amendment to Financial Award is the same as the Revised Grant Award of the 1999-2001 County Financial Assistance Grant Agreement.

5. County Financial Assistance Administrator. The Board of Commissioners or County Court must appoint a County Financial Assistance Administrator who has sufficient authority to amend the Financial Assistance Award, on behalf of County.

Thank you for your immediate attention and patience in approving this Agreement. The timeframe is short and we appreciate every effort in getting this signed and returned to my office by Monday, June 25, 2001.

Sincerely,



Marie McHone, CPPB  
Contract Manager

enclosures

CC: County CMHP Director



**DEPARTMENT OF HUMAN SERVICES  
2001-2003 COUNTY FINANCIAL ASSISTANCE AGREEMENT**

This Department of Human Services 2001-2003 County Financial Assistance Agreement (the "Agreement") is effective as of July 1, 2001 between the State of Oregon acting by and through its Department of Human Services ("Department") and Multnomah County ("County"). Unless sooner terminated in accordance with section V, this Agreement shall expire on June 30, 2003.

**RECITALS**

WHEREAS, ORS 430.610(4) and 430.640(1) authorize the Department to assist Oregon counties and groups of Oregon counties in the establishment and financing of community mental health and developmental disabilities programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of a community programs for mental health, developmental disabilities, and alcohol and drug abuse services in accordance with the policies, procedures and administrative rules of the Department;

WHEREAS, County has requested financial assistance from the Department to operate or contract for the operation of its community programs for mental health, developmental disabilities, and alcohol and drug abuse services; and

WHEREAS, Department is willing, upon the terms of conditions of this Agreement, to provide financial assistance to the County to operate or contract for the operation of its community programs for mental health, developmental disabilities, and alcohol and drug abuse services.

NOW, THEREFORE, in consideration of the mutual premises set forth above and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

## **AGREEMENT**

### **I. DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions and Specialized Service Requirements. When a word or phrase is defined in a particular Service Description or Specialized Service Requirement, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Description or Specialized Service Requirement in which it is defined.

- A. **“Alcohol and Drug Abuse Services”** means all Services whose service code begins with the letters “A&D.”
- B. **“Agreement”** means this Department of Human Services 2001-2003 County Financial Assistance Agreement and all exhibits attached hereto.
- C. **“Authorizing Resolution”** has the meaning set forth in section III(B).
- D. **“Community Mental Health Program or CMHP”** means a centrally organized and coordinated program of services for persons with mental and emotional disorders, developmental disabilities, and alcohol and drug abuse dependencies operated by, or contractually affiliated with an LMHA operated in a specific geographic area of the State of Oregon.

- E. **"Client"** means, with respect to a particular Service, any individual who is receiving that Service from County.
- F. **"Client Process Monitoring System or CPMS"** means Department's information system that tracks and documents Service delivery or any successor system designated by Department.
- G. **"Claim"** has the meaning set forth in section VI(D).
- H. **"Contract Settlement"** means the Department's reconciliation, after expiration or termination of this Agreement, of amounts Department actually disbursed to County under this Agreement with amounts that Department was obligated to pay to County under this Agreement as determined in accordance with the basis of payment methodologies set forth in the Services Descriptions. Department reconciles disbursements and payments on an individual Service basis as set forth in the Service Description.
- I. **"County"** has the meaning set forth in the first paragraph of this Agreement.
- J. **"County Financial Assistance Administrator"** has the meaning set forth in section III(B).
- K. **"Department"** means the Department of Human Services of the State of Oregon.
- L. **"Developmental Disability Services"** means all Services whose service code begins with the letters "DD."
- M. **"Federal Funds"** means all funds paid to County under this Agreement that Department receives from an agency, instrumentality or program of the federal government of the United States.

- N. **“Financial Assistance Award”** means the description of financial assistance set forth in Exhibit D attached hereto and incorporated herein by this reference, as such Financial Assistance Award may be amended from time to time in accordance with section III (C) and section IV (B).
- O. **“Local Mental Health Authority or LMHA”** means the county court or board of commissioners of one or more counties who choose to operate a CMHP.
- P. **“Local Administration Services”** means all Services whose service code begins with the letters “LA.”
- Q. **“Medicaid”** means Federal Funds received by Department under Title XIX of the Social Security Act.
- R. **“Mental Health Services”** means all Services whose service code begins with the letters “MH.”
- S. **“Program Area”** means any one of the following: (1) Developmental Disability Services, (2) Mental Health Services, (3) Alcohol and Drug Abuse Services or (4) Local Administration Services.
- T. **“Provider”** has the meaning set forth in section III(E). As used in a Service Description, Provider also includes County if County provides the Service.
- U. **“Service”** means any one of the following services or group of related services as described in Exhibit A attached hereto and incorporated herein by this reference, whose costs are covered in whole or in part with financial assistance Department pays to County pursuant to this Agreement:

Service Name	Service Code
Local Administration	LA 01
Non-residential Adult Mental Health Services	MHS 20

<b>Service Name</b>	<b>Service Code</b>
Psychiatric Day Treatment Services	MHS 21
Child and Adolescent Mental Health Services	MHS 22
Regional Acute Psychiatric Inpatient Services	MHS 24
Community Crisis Services for Adults and Children	MHS 25
Residential Treatment Services	MHS 28
Community Treatment and Supervisor Services for Person under the Jurisdiction of the Psychiatric Security Review Board	MHS 30
Enhanced Care Services	MHS 31
Adult Foster Care Services	MHS 34
Older/disabled Adult Mental Health Services	MHS 35
Pre-admission Screening and Annual Resident Review Services	MHS 36
MHS Special Projects	MHS 37
Supported Employment Services – Extended Services	MHS 38
Community Support Services for the Homeless Mentally Ill	MHS 39
Psychiatric Residential Treatment Services	MHS 128
Diversion Services	DD 44
Nursing Facility Specialized Services	DD 45
Semi-independent Living Programs	DD 47
Case Management	DD 48
Self-directed Support Services	DD 49
Residential Facilities	DD 50
Supported Living Services	DD 51
Transportation Services	DD 53
Employment and Community Inclusion Services	DD 54
Rent Subsidies	DD 56
DD Special Projects	DD 57
DD Non-relative Foster Homes	DD 58
DD Relative Foster Homes	DD 59
Regional Crisis Coordination and Back-up Services	DD 157
A&D Special Projects	A&D 60
Adult Alcohol and Drug Residential Treatment	A&D 61
Housing for Dependent Children Whose Parents are in	A&D 62

<b>Service Name</b>	<b>Service Code</b>
Alcohol and Drug Residential Treatment	
Continuum of Care Services (A&D Track B)	A&D 66
DUII Information Services	A&D 68
Prevention Services	A&D 70
Youth Alcohol and Drug Residential Treatment Services	A&D 71
Sobering Services	A&D 74
DUII Rehabilitation Program	A&D 78
Problem Gambling Prevention Services	A&D 80
Outpatient Problem Gambling Treatment Services	A&D 81
Problem Gambling Special Projects	A&D 82
Marijuana Education Level 1 Services	A&D 87
Marijuana Treatment Level II Services	A&D 88
Marijuana Evaluation Services	A&D 89

- V. **“Service Description”** means the description of a Service set forth on Exhibit A.
- W. **“Specialized Service Requirements”** means any one of the following specialized service requirements as described in Exhibit B attached hereto and incorporated herein by this reference:

<b><u>Specialized Service Requirement Name</u></b>	<b><u>Specialized Service Requirement Code</u></b>
Extended Care Requirements	20 C
Secure Residential Treatment Facility	28A
Treatment Foster Care	22 A
Gero-specialist	35 A
SDSD Residential	35 B
MHS Housing Fund Awards	37 B

## **II. REPRESENTATIONS AND WARRANTIES OF COUNTY**

County represents and warrants to the Department as follows:

- A. **Organization and Authority.** County is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- B. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is a party or by which the County or any of its properties may be bound or affected. The County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, subject to funds being appropriated therefore.
- C. **Binding Obligation.** This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

### III. COVENANTS OF COUNTY

- A. **Expenditure of Financial Assistance.** County shall expend the financial assistance paid to County under this Agreement solely on the delivery of Services and subject to the following

limitations (in addition to any other restrictions or limitations otherwise imposed by this Agreement and regardless of the basis of payment for a particular Service):

1. County shall not expend and shall prohibit all Providers from expending on the delivery of a Service any financial assistance paid to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.
2. If the Financial Assistance Award requires County to expend all or a portion of the financial assistance paid to County under this Agreement solely on the delivery of a particular Service, County shall not expend and shall prohibit all Providers from expending that financial assistance on the delivery of any other Service, except as permitted under section III(D).
3. With respect to financial assistance paid to County under this Agreement for Alcohol and Drug Abuse Services, County shall not expend and shall prohibit all Providers from expending that financial assistance on the following:
  - a. To provide inpatient hospital services;
  - b. To make cash payments to intended recipients of health services;
  - c. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
  - d. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise);



- e. To provide financial assistance to any entity other than a public or non-profit entity; or
  - f. To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 USC 300ee(5)).
4. County shall expend and cause all Providers to expend financial assistance paid to County under this Agreement only in accordance with federal OMB Circular A-133 as that circular is applicable on allowable costs.

**B. Appointment of County Financial Assistance**

**Administrator.** County shall, by a duly adopted order or resolution of the County Board of Commissioners or County Court ("Authorizing Resolution"), appoint a County officer to administer this Agreement ("County Financial Assistance Administrator"). The Authorizing Resolution shall authorize the County Financial Assistance Administrator to amend the Financial Assistance Award , on behalf of County, by execution and delivery of amendments to this Agreement in the name of County in accordance with section III(C). Unless the Authorizing Resolution clearly vests such authority in the County Financial Assistance Administrator, the Department will not treat the County Financial Assistance Administrator as authorized to amend, on behalf of County, any part of this Agreement other than the Financial Assistance Award . County shall furnish Department with a copy of the Authorizing Resolution. County shall immediately notify Department if the County Board of Commissioners or County Court revokes or alters the Authorizing Resolution. If the County chooses to name a new County Financial Assistance Administrator, County shall adopt a new Authorizing Resolution and promptly furnish a copy thereof to Division.

**C. Amendment of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award , prepared and submitted to County by Department in

accordance with section IV(B) and shall accept or reject a proposed amendment within 60 days of County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the proposed amendment shall be considered withdrawn and the offer to amend the Financial Assistance Award revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to Department signed by the County Financial Assistance Administrator. Upon Department's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), Department may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to Department shall be considered accepted by Department on the date the Department initials each alteration and on that date the Financial Assistance Award, , as amended by the proposed amendment (as altered), shall become the Financial Assistance Award under the Agreement.

- D. Expenditure Adjustments.** During the term of this Agreement, County may expend on Services in one Program Area, in addition to the financial assistance paid to County under this Agreement expressly for those Services, up to ten percent of the aggregate financial assistance paid to County, other than from Federal Funds, for other Services in that Program Area (other than financial assistance paid to County for A&D 80, A&D 81 and A&D 82 which is not subject to this ten percent expenditure adjustment). County shall promptly

notify Division in writing after expending any financial assistance paid to County under this Agreement in reliance on this section III(D). In addition, any financial assistance paid (in accordance with the basis of payment methodologies and as opposed to financial assistance that is merely disbursed) to County under this Agreement for Services (other than for DD 44, DD 49, DD 57 to the extent the basis of payment is expenditures, DD 157, MH 128, A&D 70, A&D 80, A&D 81, and A&D 82) and not expended or required by this Agreement to be expended by County during the term of this Agreement may be retained by County and, subject to section III(A), expended on the delivery of any Service after the expiration or termination of this Agreement.

- E. Service Delivery.** County shall ensure that each Service is delivered in accordance with the terms and conditions of this Agreement including, but not limited to, any special terms and conditions set forth in the Financial Assistance Award, any Specialized Service Requirements set forth in the Financial Assistance Award and the Service Description (including but not limited to any performance standards set forth therein). In the event of a conflict between two or more parts of this Agreement, the parts of this Agreement shall have the following precedence in the order listed: (1) (highest precedence) the terms and conditions of this Agreement (other than Exhibits A, B, D, E and F), (2) the Financial Assistance Award and explanation (Exhibits D and E), (3) the Specialized Service Requirements (Exhibit B), (4) the Service Descriptions (Exhibit A), and (5) (lowest precedence) Exhibit F. In the event of a conflict or inconsistency between the provisions of two different parts of this Agreement, the provisions in the part with higher precedence shall control. Except when the Service Description expressly requires the Service or a portion thereof to be delivered by County, County may cause a Service to be delivered by a person or entity under contract with the County (a "Provider"). County may permit a Provider to subcontract with another person or entity for the delivery of a Service and such subcontractors shall also be considered Providers for

purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. Except for DD 44 and MHS 20 emergency services, if County causes a Service to be delivered by a Provider, the contract with the Provider shall be in writing and shall contain each of the provisions set forth on Exhibit C attached hereto and incorporated herein by reference, in addition to any other provisions that must be included in a Provider contract under the terms of this Agreement. County shall maintain an originally executed copy of each Provider contract at its office and shall furnish a copy of any Provider contract to Department upon request. County may order DD 44 and MHS 20 emergency services according to County's policies and pay for these services upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the services rendered, or by contract, if required by County policy.

F. **Provider Performance.** If County causes a Service to be delivered by a Provider, County shall monitor the Provider's delivery of the Service and promptly report to Department when County identifies a major deficiency in the Provider's delivery of the Service. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Provider and shall take all allowable management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Service, nothing in this Agreement shall limit or qualify any right or authority Department has under state or federal law to take action directly against the Provider.

G. **Maintenance, Retention and Confidentiality of Records.** County shall create and maintain and cause all Providers to create and maintain the following records and statistics:

1. County and all Providers shall document the expenditure of all financial assistance paid by Department under this Agreement. Unless the federal law referenced in section III(J)(5) requires the County or a Provider to utilize a different accounting system, County and all Providers shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Department to verify how the financial assistance paid by Department under this Agreement was expended.
2. Unless this Agreement requires a longer retention period for certain information, County and all Providers shall maintain all accounting records, financial records, supporting documents, statistical records, and all other records related to this Agreement or the delivery of any Service for a minimum of three years after the termination or expiration of this Agreement. If there are unresolved audit or Contract Settlement questions at the end of the three-year period, the records shall be retained until the questions are resolved.
3. County or the Provider, if a Provider delivers the Service, shall create and maintain a Client record for each Client who receives a Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain: (a) Client identification, (b) problem assessment, (c) treatment, training and/or care plan, (d) medical information when appropriate, and (e) progress notes including Service termination summary and current assessment or evaluation instrument as designated by Department in administrative rules. Client records shall be retained in accordance with OAR 166-05-000 through 166-40-1050 (State Archivist). Unless OAR 166-05-000 through 166-40-1050 requires a longer retention period, Client records

shall be retained for a minimum of seven years after the termination or expiration of this Agreement.

4. No information contained in a Client record shall be disclosed if such disclosure is prohibited or such manner of disclosure is proscribed by ORS 179.495 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Department implementing the foregoing laws, or any other applicable federal or state confidentiality law.
5. County or the Provider, if a Provider delivers the Service, shall, as specified in Department's CPMS manual (for Alcohol and Drug Abuse Services, Developmental Disability Services or Mental Health Services, as appropriate), enroll, in CPMS, each Client receiving a Service and maintain that Client's CPMS record as specified in the CPMS manual.

H. **Reporting Requirements.** County shall prepare and furnish or cause the Provider, if a Provider delivers the Service, to prepare and furnish the following information to Department when a Service is delivered:

1. Client, Service and financial information as specified in the Service Description.
2. All additional information and reports that Department reasonably requests.

County hereby grants Department, except where expressly prohibited by law, the right to reproduce, use, and disclose for Department's purposes all or any part of the information and reports furnished to Department under this Agreement.

I. **Compliance with Law.** County shall comply and cause all Providers to comply with all federal, state and local law applicable to the delivery of Services. Without limiting the

generality of the immediately preceding sentence, County shall comply and cause all Providers to comply with all federal and state law governing operation of Community Mental Health Programs including, but not limited to, all administrative rules adopted by the Department related to Community Mental Health Programs and all state and federal laws requiring reporting of Client abuse. All references in this Agreement to "OAR" are references to Oregon Administrative Rules. No federal funds may be used to provide Services in violation of 42 USC 14402.

**J. Compliance with Federal Law.** Without limiting the generality of section III(I), County shall comply and, as indicated, cause all Providers to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Unless exempted under the rules, regulations, and relevant orders of the Secretary of Labor set forth in 41 CFR Part 60, County shall comply and cause all Providers to comply with all provisions of (a) Executive Order No. 11,246 as amended by Executive Order No. 11,375 of the President of the United States, (b) Executive Order No. 12,086 of the President of the United States, as supplemented by Department of Labor regulations set forth in 41 CFR Part 60, (c) Title VI of the Civil Rights Act of 1964 (codified at 42 USC 2000d et. seq.), and Section 504 of the Rehabilitation Act of 1973 (codified at 29 USC 794) as implemented by 45 CFR Section 84.4, (d) all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment, and (e) the provisions of ORS Chapter 659.
2. County shall comply and cause all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the

Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

3. County shall comply with (a) all applicable standards, orders or requirements issued under the Clean Air Act (codified at 42 USC 7401 et. seq.) and the Federal Water Pollution Control Act, as amended (codified at 33 USC 1251 et. seq.), (b) Executive Order No. 11,738 of the President of the United States and (c) Environmental Protection Agency regulations set forth in 40 CFR Part 15. County shall promptly report all violations of the federal laws identified in this section III(J)(3) to Department. County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section III(J)(3) and to report all violations thereof to County.
4. County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). Without limiting the generality of the preceding sentence, County shall comply and cause all Providers to comply with the requirements set forth on Exhibit G, attached hereto and incorporated herein by this reference.
5. County shall comply and, if applicable, cause a Provider to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management



and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

6. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
7. To the extent County provides any Service whose costs are paid in whole or in part by Medicaid, County shall comply with and cause its Providers to comply with the federal and state Medicaid statutes and regulations applicable to the Service, including but not limited to:
  - a. Keep such records as may be necessary to disclose the extent of services furnished to Clients and, upon request, furnish such records or other information to the Department, the medicaid fraud section of the Oregon Department of Justice and the Secretary of Health and Human Services;
  - b. Comply with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
  - c. Comply with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
  - d. Comply with the certification requirements of 42 CFR sections 455.18 and 455.19.

County shall include and cause all Providers to include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping

and reporting requirements set forth in this section III(J)(7) and with the federal laws identified in this section III(J)(7).

8. County certifies to Department that, to the best of its knowledge and belief:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, County shall complete and submit Standard Form-LLL, entitled "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC

section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County shall include and cause all Providers to include in all contracts with Providers, the language of this certification.

9. County shall comply and cause all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.), ORS 30.670 to 30.685, ORS 659.425, ORS 659.430 and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
10. County shall comply and cause all Providers to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

**K. Audits and Inspections.** County shall permit and cause all Providers to permit authorized representatives of Department, the Oregon Secretary of State's Audits Division, the Oregon Department of Administrative Services, the Oregon Department of Justice and the applicable audit agencies of the United States Government to review the records of County and Provider in order to satisfy audit or program evaluation purposes. Audit and program evaluation purposes include, but are not limited to the following:

1. To document the relationship between the financial assistance paid by Department under this Agreement and the amounts expended by County or Provider on the delivery of Services;

2. To verify that the County's or a Provider's expenditure of financial assistance paid to County under this Agreement is consistent with the restrictions and limitations imposed by this Agreement on such expenditures; and
3. To ensure that the County's or Provider's expenses are in accordance with federal OMB Circular A-133 as applicable on allowable costs.

County shall permit, and cause all Providers to permit, authorized representatives of Department to perform site reviews of all Services delivered by County or a Provider.

**L. Recovery of Financial Assistance.** Under the following circumstances, Department may recover from County the financial assistance paid to County under this Agreement:

1. If County fails or, if applicable, a Provider fails to have an independent certified public accountant audit Federal Funds in a manner that complies with section III(J)(5) of this Agreement, Department may recover from County all Federal Funds paid to County under this Agreement.
2. If federal authorities demand repayment of all or a portion of the Federal Funds or disallow payment of all or a portion of the Federal Funds to County under this Agreement, Department may recover from County that portion of the Federal Funds necessary to satisfy the federal repayment demand or disallowance. If the federal repayment demand or disallowance results from a Provider's actions or omissions, County shall, upon Department's request, recover the amount of the repayment demand or disallowance from the Provider. To the extent permitted by state and federal law, Department shall not require County to recover funds from a Provider under this section III(L)(2) if Department determines that further action by County is unreasonable given the cost of the action in comparison

to the amount sought to be recovered and/or the likelihood of successful recovery resulting from County actions under authority vested in County.

4. If a County expenditure of financial assistance paid to County under this Agreement does not result in the delivery of a Service in accordance with the terms and conditions of this Agreement including, but not limited to, the Financial Assistance Award, any Specialized Service Requirements and the relevant Service Description, Department may recover the amount of the expenditure from County. If a County expenditure of financial assistance paid to County under this Agreement does not result in the delivery of a Service in accordance with the terms and conditions of this Agreement including, but not limited to, the Financial Assistance Award, any Specialized Service Requirements and the relevant Service description, because of a Provider's actions or omissions, County shall, upon Department's request, recover from the Provider the amount of the expenditure received by the Provider. To the extent permitted by state and federal law, Department shall not require County to recover funds from a Provider under this section III(L)(3), if Department determines that further action by County is unreasonable given the cost of the action in comparison to the amount sought to be recovered and/or the likelihood of successful recovery resulting from County actions under authority vested in County.
5. If County or a Provider expends financial assistance paid to County under this Agreement in a manner prohibited by this Agreement, Department may recover the amount of the prohibited expenditure from County. If the prohibited expenditure results from a Provider's actions or omissions, County shall, upon Department's request, recover from the Provider the amount of the prohibited expenditure. To the extent permitted by state and federal

law, Department shall not require County to recover funds from a Provider under this section III(L)(4), if Department determines that further action by County is unreasonable given the cost of the action in comparison to the amount sought to be recovered and/or the likelihood of successful recovery resulting from County actions under authority vested in County.

6. If the Department determines through Contract Settlement that it has disbursed financial assistance to County under this Agreement in excess of the payments due County under this Agreement, as determined in accordance with the basis of payment methodologies set forth in the Service Descriptions, and County has not repaid to Department the excess disbursement, Department may recover the amount of the excess disbursement from County under this Section III(L).

Unless County has already repaid the Department for the financial assistance to be recovered, Department shall recover financial assistance from County under this section III(L) by deducting the amount of financial assistance to be recovered from future payments to County from Department. For purposes of this section III(L) future payments to County from Department include, but are not limited to, any payment to County from Department under this Agreement and any payment to County from Department under any other contract or agreement, present or future, between County and Department. Department's right to recover financial assistance from County under this section III(L) is not subject to or conditioned on County's recovery of financial assistance from a Provider.

- M. **Alcohol and Drug Abuse Services Local Match.** In addition to the expenditure of financial assistance paid to County under this Agreement and in order to comply with ORS 430.359, County shall expend on Alcohol and Drug Abuse Services the

amounts set forth in Exhibit F attached hereto and incorporated herein by this reference.

- N. **Contract Settlement.** County shall cooperate with Department in the Contract Settlement process with respect to this Agreement and promptly repay to Department any financial assistance disbursed to County under this Agreement in excess of the payments due County under this Agreement as determined in accordance with the basis of payment methodologies set forth in the Services Descriptions. The mere disbursement of financial assistance to County in accordance with the disbursement procedures described in the Service Descriptions does not vest in County any right to retain those funds. Disbursements are considered an advance of funds to County which County may retain: (1) only to the extent County or its Providers deliver the Service for which the funds were disbursed, (2) only in accordance with the basis of payment methodologies set forth in the Service Description for that Service (e.g., in some Service Descriptions County may retain a specified sum (the rate) for each day of Service delivered during the specified period) and (3) subject to the other restrictions and limitations set forth in this Agreement.
- O. **Operation of CMHP.** During the term of this Agreement, County shall operate or contract for the operation of a CMHP.

#### IV. COVENANTS OF DIVISION

- A. **Payment of Financial Assistance.** Department shall pay the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth in the Service Descriptions and the Financial Assistance Award. As set forth in the Service Description for a particular Service, Department may disburse to County financial assistance for a Service in advance of actual delivery of the Service, subject to Department recovery at Contract Settlement of any excess disbursement.

- B. Amendment of Financial Assistance Award.** Department may from time to time prepare and submit to County proposed amendments to the Financial Assistance Award. Department shall clearly identify the amendment as a proposed amendment to the Financial Assistance Award and shall specify in the proposed amendment the changes to the Financial Assistance Award. No proposed amendment to the Financial Assistance Award shall become binding on County and Department until County has accepted it in accordance with section III(C).
- C. Reports.** To the extent resources are available to the Department to prepare and deliver the information, Department shall provide County with the following reports:
1. Summary reports to County and County's Providers from CPMS data and other client data reported to Department under this Agreement; and
  2. Monthly reports to County that detail payment of financial assistance under the Financial Assistance Award for the delivery of Services.
- D. Technical Assistance.** Department shall provide technical assistance to the County in the delivery of Services to the extent resources are available to the Department for this purpose.
- E. Payment of Certain Expenses.** If Department requests that an employee of County or a Provider or a citizen of County attend Department training or a Department conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, Department may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures applicable to travel reimbursement for state employees and only to the extent that Department determines funds are available for such



reimbursement.

- F. **Legal Compliance.** Department shall comply with ORS 430.695(1).

## V. **TERMINATION**

- A. **Mutual Agreement.** County and Department may terminate this Agreement at any time by mutual written consent.
- B. **County.** County may terminate this Agreement upon three calendar months advance written notice to Department. The three calendar month notice period shall not begin until the first day of the first calendar month after the month in which Department receives County's notice of termination.
- C. **Department.** Department may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Service described in the Financial Assistance Award:
1. Upon 60 days advance written notice to County, if Department determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement.
  2. Immediately upon written notice to County if Department does not obtain funding from federal, state or other sources sufficient to meet the payment obligations of Department under this Agreement.
  3. Upon 20 days advance written notice to County, if County fails to perform or discharge any obligation that County is required to provide, perform or discharge under this Agreement and such failure remains uncured at the end of said 20 day period.

4. Immediately upon written notice to County, if there is a denial, revocation or non-renewal of any license, certificate, authorization or other approval required by applicable law to be held by County or a Provider to deliver a Service described in the Financial Assistance Award.
5. Immediately upon written notice to County, if Department determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others.

**D. Effect of Termination or Expiration.**

1. Upon expiration of this Agreement or termination of this Agreement in its entirety:
  - a. All rights and obligations of the County and Department under this Agreement shall cease except those rights and obligations that expressly survive termination of this Agreement
  - b. Except to the extent Department's disbursement of financial assistance for a particular Service is less than the amount due County under this Agreement for Services or Service capacity delivered prior to the expiration or termination of this Agreement as determined in accordance with the basis of payment methodology set forth in the Service Description, Department shall have no further obligation to pay or disburse financial assistance to County under this Agreement whether or not Department has paid or disbursed to County all financial assistance described in the Financial Assistance Award.
2. Upon termination of Department's obligation to provide financial assistance under this Agreement for a particular Service and except to the extent Department's

disbursement of financial assistance for the Service is less than the amount due County under this Agreement for the Service or capacity to deliver the Service delivered prior to the expiration or termination of this Agreement as determined in accordance with the basis of payment methodology set forth in the Service Description, Department shall have no further obligation to pay or disburse financial assistance to County under this Agreement for that Service whether or not Department has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service.

**E. Survival.** The provisions of sections I, II, III (other than III(B) and III(C)), V(D), V(E), and VI and all Exhibits to this Agreement shall survive the termination or expiration of this Agreement.

## **VI. GENERAL**

**A. Notice.** Any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Department at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section VI(A). Any communication or notice so addressed and mailed shall be deemed to be given five days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Department, any facsimile transmission must be confirmed by telephone notice to Department's Contract and Procurement Office (503) 373-7889. To be effective against County, any facsimile transmission must be confirmed by telephone notice to the County's CMHP Dir.. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**Notices to Department:**

Department of Human Services  
Contracts and Procurement Section E03  
500 Summer Street NE  
Salem, OR 97310-1012

**Notices to County:**

Lorenzo T. Poe, Director  
Multnomah County, Dept. of Community and Family Services  
421 SW Sixth Ave Suite 700  
Portland OR 97204

- B. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- C. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**Governing Law, Venue, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Division (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM.

## JURISDICTION OF SAID COURTS.

- E. **Time is of the Essence.** County agrees that time is of the essence under this Agreement.
- F. **Assignment, Successors and Assigns.** County shall not assign or transfer any of its interest in this Agreement without Department's prior written consent. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, hereto, and their respective successors and permitted assigns, if any.
- G. **No Third Party Beneficiaries.** Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- H. **Integration and Waiver.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Agreement shall not constitute a waiver by Department of that or any other provision.
- I. **Headings.** The headings and captions to sections of this agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or interpretation of this Agreement.

- J. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
- K. **Conditions.** Department's performance of its obligations under this Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555.
- L. **Non-Appropriation.** Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Department's biennial appropriation or limitation. County understands and agrees that Department's obligation to pay amounts under this Agreement with respect to Services delivered after the last day of the biennium in which the effective date of this Agreement falls is conditioned on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**Limitation of Liabilities.** EXCEPT FOR DAMAGES SUFFERED BY DIVISION OR THE STATE OF OREGON AS A RESULT OF COUNTY'S OR A PROVIDER'S FAILURE TO COMPLY WITH FEDERAL LAW (INCLUDING, BUT NOT LIMITED TO, MONETARY PENALTIES ASSESSED AGAINST THE DIVISION OR THE STATE OF OREGON BY THE FEDERAL GOVERNMENT OR AN AGENCY THEREOF), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

STATE OF OREGON ACTING BY AND THROUGH ITS  
DEPARTMENT OF HUMAN SERVICES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Marie E. McHone  
Title: Contracts and Procurement Section

**Multnomah County**

By: *Diane M. Linn* Date 6.22.01

Name: Diane M. Linn

Title: Multnomah County Chair  
BY: *Lorenzo T. Poe* 6/13/01  
Lorenzo T. Poe, Director Date  
Director of Community and 31  
Family Services

**THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY**

Reviewed By: *Leticia Guthrie* 6/13/01  
Assistant County Attorney Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 06.21.01  
DEB BOGSTAD, BOARD CLERK

**EXHIBIT A**  
**SERVICE DESCRIPTIONS**



Service Name: **Local Administration**

Service ID Code: **LA 01**

I. **Service Description**

Local Administration (LA 01) is the central management of a Community Mental Health Program across all Program Areas. LA 01 includes planning and resource development, coordination of Community Mental Health Program services with state hospital and training center services, negotiation and monitoring of contracts and subcontracts, and documentation of service delivery in compliance with state and federal requirements.

II. **Performance Requirements**

In providing LA 01 services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

III. **Special Reporting Requirements**

No special reporting requirements.

IV. **Payment Procedures**

- A. **Basis of Payment.** The funds awarded for LA 01 are intended to be general financial assistance to County for local administration of a CMHP. Accordingly, the Department will not track delivery of LA 01 services or service capacity on a per unit basis so long as County utilizes the funds awarded for LA 01 on administration of its CMHP. Total Department payment for LA 01 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for LA 01 as specified on that line.
- B. **Disbursement of Funds.** Unless a different disbursement method is specified in the Financial Assistance Award, Department will disburse

the funds awarded for LA 01 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of LA 01 services.
  2. Department may, at its discretion, adjust monthly allotments to reflect changes in funds awarded for LA 01 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will be used to confirm County's administration of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **NON-RESIDENTIAL ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 20**

**I. Service Description**

Non-Residential Adult Mental Health Services (MHS 20) are mental health services delivered to individuals who have a chronic mental illness, or other mental or emotional disturbance posing a hazard to the health and safety of themselves or others. The purpose of MHS 20 services is to provide services in community settings that reduce or ameliorate the disabling effects of mental illness. Non-Residential Adult Mental Health Services include: case management and residential case management services, vocational and social services, rehabilitation, support to obtain and maintain housing, abuse investigation and reporting, medication monitoring, emotional support, and individual, family and group counseling and therapy.

**II. Performance Requirements**

Providers of MHS 20 services funded through this Agreement must comply with OAR 309-032-0525 through 309-032-0605, as such rules may be revised from time to time.

Providers of MHS 20 services funded through this Agreement must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time.

A Provider of MHS 20 services funded through this Agreement must investigate and report allegations of abuse regarding individuals to whom it provides MHS 20 services and provide protective services to those individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.734 through 430.765 and OAR 309-40-200 through 309-40-290, as such statutes and rules may be revised or amended from time to time.

### **III. Special Reporting Requirements**

A Provider of MHS 20 services funded through this Agreement must submit information and data on abuse reports, investigations and protective services involving individuals to whom the Provider provides MHS 20 services, as such information and data is reasonably requested by the Department in order to fully understand allegations and reports of abuse, the resulting investigations and protective services and any corrective actions.

### **VII. Payment Procedures**

The Department provides financial assistance for MHS 20 services in two different ways. Certain funds (the "Part A Award") are paid, disbursed and settled as set forth below. The Part A Award is set forth in the Financial Assistance Award on MHS 20 lines that contain an "A" in column one. Other funds (the "Medicaid Limitation") are not paid, disbursed or settled under this Agreement. The Medicaid Limitation is paid directly to service providers on a fee for service basis by the Department's Office of Medical Assistance Programs ("OMAP") in accordance with OMAP procedures and at OMAP rates. The Medicaid Limitation is set forth in the Financial Assistance Award on MHS 20 lines that contain a "B" in column one. The Medicaid Limitation is included in this Agreement for budgetary purposes. If the Department anticipates that Medicaid billings for MHS 20 services delivered in the County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) will exceed the amount of the Medicaid Limitation, the Department may unilaterally reduce the amount of the Part A Award to the extent of the general fund portion of the anticipated Medicaid Limitation shortfall and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the Part A Award and the increase in the Medicaid Limitation.

The Part A Award will be paid, disbursed and settled as follows:

- A. Basis of Payment: The Part A Award for MHS 20 services is intended to be general financial assistance to County for MHS 20 services.

Accordingly, the Department will not track delivery of MHS 20 services or service capacity on a per unit basis so long as County offers and delivers MHS 20 services as part of its CMHP. Total Department payment for MHS 20 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 20 services as specified on that line.

- B. Disbursement: Department will disburse the Part A Award for MHS 20 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 20 services.
  2. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 20 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will be used to confirm the offer and delivery of MHS 20 services by County as part of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **PSYCHIATRIC DAY TREATMENT SERVICES**

Service ID Code: **MHS 21**

**I. Service Description**

Psychiatric Day Treatment Services (MHS 21) are non-residential, community-based psychiatric services, family treatment and other therapeutic activities integrated with an accredited education program delivered to individuals age 3 through 17 and to their families. MHS 21 services are intended for children with diagnosed mental or emotional disturbances as handicapped under Public Laws 94-142 and 101-45.

**II. Performance Requirements**

Providers of MHS 21 services funded through this Agreement must comply with OAR 309-032-1150(9) and with OAR 309-032-1100 through 309-032-1230, as such rules may be revised from time to time.

Providers of MHS 21 services must provide at least four hours of MHS 21 services each business day to individuals age three through 11 whose services are funded through this Agreement and at least five hours of MHS 21 services each business day to individuals age 11 through 17 whose services are funded through this Agreement.

Providers of MHS 21 services must provide at least one hour of consultation each month per unit of MHS 21 services delivered that month with funds provided through this Agreement. At least 60% of the consultation services delivered each month must be provided by a psychiatrist.

Providers of MHS 21 services may not deliver MHS 21 services funded through this Agreement to any individual without the approval of a child psychiatrist or other licensed physician acceptable to Department.

### III. Special Reporting Requirements

Each Provider of MHS 21 services must report to Department in writing the Child and Adolescent Functional Assessment Scale score (or other functional assessment score acceptable to Department) for each individual who receives MHS 21 services from that Provider with funds provided under this Agreement. The Provider must report the individual's score at the time services commence and every 90 days thereafter until Provider's services to the individual end.

### IV. Payment Procedures

- A. Basis of Payment: Department payment for MHS 21 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award, for MHS 21 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for MHS 21 services delivered under a particular line in the Financial Assistance Award shall not exceed the total funds awarded for MHS 21 services as specified in that line in the Financial Assistance Award.
  2. Department is not obligated to pay for any MHS 21 services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever is earlier.
  3. Department will treat an individual as having received MHS 21 services during sick days that occur after the day that services first commence and during a transition period (not to exceed 90 days) when the individual is being reintegrated into the school and community as part of service termination.

4. If at the end of the period specified in a particular line in the Financial Assistance Award, the cumulative number of units of MHS 21 services delivered under that line of the Financial Assistance Award during the period specified in that line equals or exceeds 95% of the number of units specified in that line, Department will treat the remaining units of MHS 21 services specified in that line of the Financial Assistance Award as having been delivered.

B. Disbursement: Department will disburse the funds awarded for MHS 21 services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through reports specified in this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 21 services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 21 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.

C. Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 21 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement).



Service Name: **CHILD AND ADOLESCENT MENTAL HEALTH SERVICES**

Service I.D. Code: **MHS 22**

I. **Service Description**

Child and Adolescent Mental Health Services (MHS 22) are mental health services delivered to individuals under age 18 (or under age 21 if Medicaid-eligible) that have a principal mental, emotional or behavioral condition diagnosed on Axis 1 of a completed five-axis DSM diagnosis. MHS 22 services may be delivered in clinic, home, school or other settings familiar and comfortable for the individual.

II. **Performance Requirements**

Providers of MHS 22 services funded through this Agreement must comply with OAR 309-032-0950 through 309-032-1080 and OAR 309-16-000 through 309-16-130, as such rules may be revised from time to time, and maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

III. **Special Reporting Requirements**

No special reporting requirements.

IV. **Payment Procedures**

The Department provides financial assistance for MHS 22 services in two different ways. Certain funds (the "Part A Award") are paid, disbursed and settled as set forth below. The Part A Award is set forth in the Financial Assistance Award on MHS 22 lines that contain an "A" in column one. Other funds (the "Medicaid Limitation") are not paid, disbursed or settled under this Agreement. The Medicaid Limitation is paid directly to service providers on a fee for service basis by the Department's Office of Medical Assistance Programs ("OMAP") in accordance with OMAP procedures and at OMAP rates. The Medicaid Limitation is set forth in the Financial Assistance Award on MHS 22 lines that contain a "B" in column one. The Medicaid Limitation is included in this Agreement for budgetary purposes.

If the Department anticipates that Medicaid billings for MHS 22 services delivered in the County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) will exceed the amount of the Medicaid Limitation, the Department may unilaterally reduce the amount of the Part A Award to the extent of the general fund portion of the anticipated Medicaid Limitation shortfall and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the Part A Award and the increase in the Medicaid Limitation.

The Part A Award will be paid, disbursed and settled as follows:

- A. Basis of Payment: The Part A Award for MHS 22 services is intended to be general financial assistance to County for MHS 22 services. Accordingly, the Department will not track delivery of MHS 22 services or service capacity on a per unit basis so long as County offers and delivers MHS 22 services as part of its CMHP. Total Department payment for MHS 22 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 22 services as specified on that line.
- B. Disbursement: Department will disburse the Part A Award for MHS 22 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
  - 1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 22 services.
  - 2. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 22 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.

- C. Settlement. Contract settlement will be used to confirm the offer and delivery of MHS 22 services by County as part of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **REGIONAL ACUTE PSYCHIATRIC INPATIENT SERVICES**

Service ID Code: **MHS 24**

I. **Service Description**

Regional Acute Psychiatric Inpatient Services (MHS 24) are inpatient psychiatric services delivered to individuals who are suffering from an acute mental illness, or other mental or emotional disturbance posing a hazard to the health and safety of the individual or others. The services are delivered on an inpatient basis and are intended to stabilize, control and/or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the individual to a less restrictive environment at the earliest possible time. MHS 24 services also include ancillary services such as regional coordination and enhancements to CMHP services that serve to expedite the movement of individuals into and out of facilities where inpatient psychiatric services are delivered.

II. **Performance Requirements**

MHS 24 services funded through this Agreement may only be delivered to the following individuals:

- A. An individual in need of emergency hold services under ORS 426.215 and located within one hour's travel time (by car) of the facility where the MHS 24 services will be delivered; or
- B. An individual committed to the Mental Health and Development Disability Services Division under ORS 426.130; or
- C. An individual voluntarily seeking MHS 24 services provided that service capacity is available and the individual satisfies one or more of the following criteria:
  - 1. The individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric services; or
  - 2. The individual has a history of psychiatric hospitalization and is beginning to decompensate but for whom a short period of

intensive inpatient psychiatric treatment would reverse the decompensation process; or

3. The individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.

Providers of MHS 24 services funded through this Agreement must comply with OAR 309-032-0850 through 309-032-0890, as such rules may be revised from time to time. Facilities in which a Provider delivers MHS 24 services funded through this Agreement must maintain:

- A. Certification by the Joint Commission on Accreditation of Health Care Organization ("JCAHO"); or
- B. Licensure under ORS 441.015 for the hospital services; or
- C. Approval under applicable portions of OAR 309-033-0500 through 309-033-0560, as such rules may be revised from time to time, for emergency hold beds.

### **III. Special Reporting Requirements**

- A. Reports of JCAHO or Health Division reviews of the facility where a Provider delivers MHS 24 services funded through this Agreement must be submitted to Department within 60 days after the Provider's receipt of such reports or reviews.
- B. Providers of MHS 24 services funded through this Agreement must submit the following information to the Department electronically through the Oregon Patient and Resident Care System within 12 hours of an individual's admission to and discharge from the Provider's facility for MHS 24 services: individual's name, DSM IV diagnosis, admission date, discharge date, legal status, Medicaid eligibility, Medicaid Prime Number, and patient demographic information.

#### IV. Payment Procedures

- A. Basis of Payment: Department payment for MHS 24 services identified in a particular line of the Financial Assistance Award will be made in the amount set forth in that line of the Financial Assistance Award for delivery of the number of units of MHS 24 services service capacity (whether or not such service capacity is utilized) set forth in that line during the period specified in that line:
1. Total Department payment for MHS 24 services service capacity delivered under a particular line in the Financial Assistance Award shall not exceed the total funds awarded for MHS 24 services as specified in that line in the Financial Assistance Award.
  2. Department may deny payment for all MHS 24 services service capacity delivered under a particular line of the Financial Assistance Award if the required number of units of MHS 24 services service capacity are not delivered during the period specified in that line.
- B. Disbursement: Department will disburse the funds awarded for MHS 24 services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 24 services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 24 services on

that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.

- C. Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 24 services under a particular line of the Financial Assistance Award and amounts due for such services based on the required number of units of MHS 24 services service capacity set forth on that line and the actual amount of service capacity delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in CPMS.

Service Name: **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

I. **Service Description**

Community Crisis Services for Adults and Children (MHS 25) are immediately available mental health crisis assessment, triage and intervention services delivered to individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 services are of limited duration and are intended to stabilize the individual and prevent further serious deterioration in the individual's mental status or mental health condition.

**MHS 25 services include the following services:**

- A. 24-hours a day, seven days a week face-to-face or telephone screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested;
- B. 24-hours a day, seven days a week capability to conduct a face-to-face mental health status examination of:
  - 1. An adult by a Qualified Mental Health Professional (as defined in OAR 309-016-0005) or Qualified Mental Health Associate (as defined in OAR 309-016-0005), or
  - 2. A child by a Qualified Mental Health Professional, to determine the child's condition and the interventions necessary to stabilize the child;
- C. A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate regarding the need for further treatment;
- D. In the case of a child, appropriate child and family, psychological, psychiatric and other medical interventions delivered by a Qualified Mental Health Professional, who is specifically trained in the emergency treatment of children and families, that are specific to the assessment, and identified in the initial treatment plan, and any community



placements necessary to protect and stabilize the child as quickly as possible;

- E. In the case of an adult, appropriate psychological, psychiatric and other medical interventions delivered by a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the individual as quickly as possible;
- F. Arrangement for the provision of involuntary psychiatric services at a hospital or nonhospital facility approved by the Department, when a person's behavior requires it;
- G. Pre-commitment services, including:
  - 1. A pre-commitment investigation of an individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the person's commitment to Department. The investigation may only be conducted by a Certified Mental Health Investigator (as defined in OAR 309-033-0920) who has not provided to the individual the crisis services described above.
  - 2. The development of a treatment plan to:
    - a. Divert an individual from a commitment hearing; or
    - b. If the individual is committed, to provide for the initial post-hearing care, custody and treatment of the individual.
  - 3. Assigning and placing a committed individual to a treatment service appropriate to the individual's needs and monitoring the care, custody and treatment of committed persons under the County's jurisdiction whether the individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
  - 4. Ensuring that all legal procedures are performed as required by statute and administrative rule.

H. Disaster response-crisis counseling services, including:

For the purpose of responding to a specified local disaster event, funds may be awarded through an amendment to the Financial Assistance Award, for the following services:

1. To respond to local disaster events by:
  - a. Providing crisis counseling and critical incident stress debriefing within the County to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.
  - b. Coordinating crisis counseling services with the County Emergency Operations Manager ("CEOM"); and provide crisis counseling, and stress management services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
2. To assist other CMHPs in the provision of services described in Section H (1)(a) above as part of a mutual aid agreement.

II. **Performance Requirements**

Providers of MHS 25 services funded through this Agreement must comply with OAR 309-032-0525 through 309-032-0605 and OAR 309-032-0900 through 309-032-1080, as such rules may be revised from time to time.

Providers of MHS 25 services funded through this Agreement must maintain a Certificate of Approval in accordance with OAR 309-012-0130 though OAR 309-012-0220, as such rules may be revised from time to time.

III. **Special Reporting Requirements**

No special reporting requirements.

#### IV. Payment Procedures

- A. Basis of Payment: The funds awarded for MHS 25 services are intended to be general financial assistance to County for MHS 25 services. Accordingly, the Department will not track delivery of MHS 25 services or service capacity on a per unit basis so long as County offers and delivers MHS 25 services as part of its CMHP. Total Department payment for MHS 25 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 25 services as specified on that line.
- B. Disbursement: Department will disburse the funds awarded for MHS 25 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 25 services.
  2. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 25 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will be used to confirm the offer and delivery of MHS 25 services by County as part of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **RESIDENTIAL TREATMENT-SERVICES**

Service ID Code: **MHS 28**

**I. Service Description**

Residential Treatment Services (MHS 28) are residential care (including room and board and personal care services), treatment and supervision (including medication supervision) services delivered on a 24-hour basis to individuals 18 years of age or older with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization or who are a hazard to themselves or others or who otherwise require long-term care to remain in the community. Only those individuals who the County determines are unable to live independently without supervised intervention, training or support are eligible for MHS 28 Services funded through this Agreement. The specific MHS 28 Services delivered to an individual are determined based upon an individualized assessment of care and treatment needs and are intended to promote the well being, health and recovery of the individual through the availability of a wide-range of residential service options.

MHS 28 Services delivered in Residential Treatment Facilities (as defined in OAR 309-035-0100 through 309-035-0190) ("RTF") or Residential Treatment Homes (as defined in OAR 309-035-0250 through 309-035-0460) ("RTH") include, but are not limited to, the following:

- A. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- B. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization.
- C. Money and household management.

- D. Supervision of daily living activities such as training with eating, personal hygiene, clothing care and grooming, communication with social skills, health care, and using community resources.
- E. Provision of care including assumption of a responsibility for the safety and well-being of the individual.
- F. Administration and supervision of prescribed and non-prescribed medication.
- G. Provision or arrangement of routine and/or emergency transportation.
- H. Management of aggressive or self-destructive behavior.
- I. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food.
- J. Management of physical or health problems, such as seizures or incontinency.

## II. Performance Requirements

A Provider of MHS 28 Services funded through this Agreement must deliver the Services in a facility licensed as a Residential Treatment Facility or Secured Residential Treatment Facility under OAR 309-035-0100 through 309-035-0190 or as a Residential Treatment Home under OAR 309-035-0250 through 309-035-0460, as such rules may be revised from time to time.

### **III. Special Reporting Requirements**

County must complete and deliver to Department the "Personal Care Data Form" for any individual receiving MHS 28 Services funded through this Agreement when the individual is transferred to another residence or facility operated by the Provider, the individual is transferred to another Provider of MHS 28 Services, MHS 28 Services to the individual end or the payment rate for the individual changes. County may only change an individual's payment rate after consultation with the Department and only if the MHS 28 Services for that individual are funded from the Medicaid Limitation (as defined below).

If County has authorized or anticipates authorizing delivery of MHS 28 Services to an individual with funds from the Medicaid Limitation (as defined below) and wishes to reserve MHS 28 service capacity for that individual for a short period of time when the individual is not actually receiving the services, County and the provider or anticipated provider of the services must submit a written residential vacancy exception request to the Department. If the Department approves the request, in Department's sole and absolute discretion, County shall execute and deliver to Department an amendment to the Financial Assistance Award to transfer the funds necessary to make the approved payments to reserve the service capacity, from the Part A Award to the Medicaid Limitation and Department shall have no obligation to make the payments to reserve the service capacity unless and until the Financial Assistance Award has been so amended.

### **IV. Payment Procedures**

The Department provides financial assistance for MHS 28 Services in two different ways. Certain funds (the "Part A Award") are paid, disbursed and settled as set forth in Section IV(A) below. The Part A Award is set forth in the Financial Assistance Award on MHS 28 lines that contain an "A" in column one. Other funds (the "Medicaid Limitation") are not paid, disbursed or settled under this Agreement. These funds are set forth in the Financial Assistance Award on MHS 28 lines that contain a "B" in column one and are paid as described in Section IV(B) below.

A. Part A Award. The Part A Award will be paid, disbursed and settled as follows:

1. Basis of Payment. Department payment for MHS 28 Services identified in a particular line of the Financial Assistance Award with an "A" in column one will be made at the rate set forth in the special condition in that line of the Financial Assistance Award, for MHS 28 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
  - a. Total Department payment for MHS 28 Services delivered under a particular line in the Financial Assistance Award containing an "A" in column one shall not exceed the total funds awarded for MHS 28 Services as specified in that line of the Financial Assistance Award.
  - b. Department is not obligated to pay for any MHS 28 Services that are not properly reported in CPMS by the date 60 days after expiration or termination of this Agreement, whichever is earlier.
  - c. Department will reduce the payment for MHS 28 Services delivered under a particular line of the Financial Assistance Award containing an "A" in column one by the amount received, as payment of a portion of the cost of the services, by a Provider of MHS 28 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.
2. Disbursement. Department will disburse funds awarded for MHS 28 Services identified in a particular line of the Financial Assistance Award with an "A" in column one, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

- a. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS.
- b. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 28 Services.
- c. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 28 Services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.

3. Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 28 Services under a particular line of the Financial Assistance Award containing an "A" in column one and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in CPMS or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement; provided that if sufficient MHS 28 Services have been delivered under that line of the Financial Assistance Award to utilize at least 90% of the funds awarded in that line, County may retain the balance of the funds awarded on and disbursed to County under that line.

B. Medicaid Limitation. The Medicaid Limitation is paid by Department directly to service providers based on monthly rated authorized by County after consultation with Department, subject to the following:



1. All payment rates authorized by County under this Section IV(B) for delivery of MHS 28 Services must meet the following requirements:
  - a. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for MHS 28 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
  - b. County may (i) set different rates for delivery of MHS 28 Services to different individuals and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payment for MHS 28 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.
  - c. County must document its methodology for determining a particular rate and furnish such documentation to Department. County shall retain such documentation in accordance with section III(G) of this Agreement.
2. County shall not authorize, in aggregate under this Section IV(B), payments for MHS 28 Services in excess of the Medicaid Limitation. Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received for a provider in support of client care and services provided.
3. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.
4. Payment will be reduced (offset) by the amount of client resources received by the provider in support of client care and services provided.

5. The Medicaid Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for MHS 28 Services authorized by County under this Section IV(B) will exceed the amount of the Medicaid Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance award, for any other MHS Service or Services to the extent of the general fund portion of the anticipated Medicaid Limitation shortfall and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction of the Part A Award and the increase in the Medicaid Limitation.
6. Department is not obligated to pay for any MHS 28 Services that are not properly reported through CPMS by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

Service Name: **COMMUNITY TREATMENT AND SUPERVISION SERVICES  
PERSONS UNDER THE JURISDICTION OF THE  
PSYCHIATRIC SECURITY REVIEW BOARD**

Service ID Code: **MHS 30**

**I. Service Description**

Community Treatment and Supervision Services For Persons Under the Jurisdiction of the Psychiatric Security Review Board (MHS 30) are evaluation, community placement, psychiatric treatment and supervision services delivered to individuals under the jurisdiction of the Psychiatric Security Review Board (PSRB) while such individuals are on conditional release from the Oregon State Hospital. MHS 30 services include:

- A. The assessment of an individual for the court and the PSRB to determine if the individual can be treated in the community and defining the specific supervision requirements for the individual; and
- B. The treatment and supervision, as defined in the PSRB conditional release order, of individuals placed in the community including services such as evaluation, supervision, case management, psychotherapy and medication management.

**II. Performance Requirements:**

Providers of MHS 30 services funded through this Agreement must comply with OAR 309-032-0450 through 309-032-0515, as such rules may be revised from time to time.

Providers of MHS 30 services funded through this Agreement must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time.

**III. Special Reporting Requirements:**

- A. Providers of MHS 30 services funded through this Agreement must provide monthly reports on the status of all individuals served during the prior month to the PSRB if and as specified in an individual's conditional release order.

- B. County must submit monthly written reports to the Department's Office of Mental Health Services specifying the actual utilization during the prior month of MHS 30 services funded through this Agreement.

#### IV. Payment Procedures

- A. Basis of Payment: Department payment for MHS 30 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award, for MHS 30 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for MHS 30 services delivered under a particular line in the Financial Assistance Award shall not exceed the total funds awarded for MHS 30 services as specified in that line in the Financial Assistance Award.
  2. Department is not obligated to pay for any MHS 30 services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever is earlier.
  3. Once an individual begins receiving MHS 30 services funded through this Agreement, Department will treat that individual as having received MHS 30 services funded through this Agreement during the 90 day period after services actually end if the services end as a result of revocation of conditional release, voluntary return to the hospital or early discharge.
  4. Once an individual begins receiving MHS 30 services funded through this Agreement, Department will treat that individual as having received MHS 30 services funded through this Agreement during the 7 day period after services actually end if the services end as a result of expiration of PSRB jurisdiction.

- B. Disbursement: Department will disburse the funds awarded for MHS 30 services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through reports specified in this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 30 services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 30 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 30 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement).

Service Name: **ENHANCED CARE SERVICES**

Service I.D. Code: **MHS 31**

I. **Service Description**

Enhanced Care Services (MHS 31) are mental health and psychiatric rehabilitation services delivered to individuals residing in a nursing home, residential care facility or foster home operated who have severe and persistent mental illness or behavioral disorders. MHS 31 services are intended to enable the individual to leave, or avoid placement in, the geriatric treatment service wards at Oregon State Hospital.

II. **Performance Requirements**

Providers of MHS 31 services funded through this Agreement must comply with OAR 309-032-0720 through 309-032-0830, as such rules may be revised from time to time.

Providers of MHS 31 services funded through this Agreement must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

MHS 31 services funded through this Agreement may only be delivered to individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing home, residential care facility, or foster home ("SDSD facility") operated by a person or entity that has entered into an agreement with the Department's Senior and Disabled Services Division to provide services to designated individuals and that is licensed by Department.

If County wishes to use MHS 31 funds made available under this Agreement for delivery of MHS 31 services to otherwise eligible individuals not residing in an SDSD facility, County must receive a variance from Department in accordance with OAR 309-032-0720 through 309-032-0830, as such rules may be revised from time to time.

### III. Special Reporting Requirements

Providers of MHS 31 services funded through this Agreement must complete and submit the following forms to Department in accordance with the instructions in the forms:

1. Monthly Enhanced Care Services Census Report - form #MHDDSD-MHS-0474.
2. Enhanced Care Services Patient Referral Outcome Report - form # MHDDSD-MHS-490.
3. ECS Data Base Part I - form # MHDDSD-MHS-491.
4. ECS Data Base Part II - form # MHDDSD-MHS-492.

### IV. Payment Procedures

The Department provides financial assistance for MHS 31 services in two different ways. Certain funds (the "Part A Award") are paid, disbursed and settled as set forth below. The Part A Award is set forth in the Financial Assistance Award on MHS 31 lines that contain an "A" in column one. Other funds (the "Medicaid Limitation") are not paid, disbursed or settled under this Agreement. The Medicaid Limitation is paid directly to service providers on a fee for service basis by the Department's Office of Medical Assistance Programs ("OMAP") in accordance with OMAP procedures and at OMAP rates. The Medicaid Limitation is set forth in the Financial Assistance Award on MHS 31 lines that contain a "B" in column one. The Medicaid Limitation is included in this Agreement for budgetary purposes. If the Department anticipates that Medicaid billings for MHS 31 services delivered in the County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) will exceed the amount of the Medicaid Limitation, the Department may unilaterally reduce the amount of the Part A Award to the extent of the general fund portion of the anticipated Medicaid Limitation shortfall and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the Part A Award and the increase in the Medicaid Limitation.

The Part A Award will be paid, disbursed and settled as follows:

- A. Basis of Payment: The Part A Award for MHS 31 services is intended to be general financial assistance to County for MHS 31 services. Accordingly, the Department will not track delivery of MHS 31 services or service capacity on a per unit basis so long as County offers and delivers MHS 31 services as part of its CMHP. Total Department payment for MHS 31 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 31 services as specified on that line.
- B. Disbursement: Department will disburse the Part A Award for MHS 31 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
  - 1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 31 services.
  - 2. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 31 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will be used to confirm the offer and delivery of MHS 31 services by County as part of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.



Service Name: **ADULT FOSTER CARE SERVICES**

Service ID Code: **MHS 34**

I. **Service Description**

Adult Foster Care services (MHS 34) are services delivered to individuals with chronic or severe mental illness who have been hospitalized or are at immediate risk of hospitalization, are in need of continuing services to avoid hospitalization, or who pose a hazard to the health and safety of themselves or others and who are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the individual at his or her maximum level of functioning or to improve the individual's skills to the extent that he or she may live more independently.

MHS 34 Services include, but are not limited to, the following:

- A. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- B. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- C. Money and household management;
- D. Supervision of daily living activities such as training with eating, personal hygiene, clothing care and grooming, communication with social skills, health care, and using community resources;
- E. Provision of care including assumption of a responsibility for the safety and well-being of the individual;

- F. Administration and supervision of prescribed and non-prescribed medication;
- G. Provision or arrangement of routine and/or emergency transportation;
- H. Management of aggressive or self-destructive behavior;
- I. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- J. Management of physical or health problems, including seizures or incontinency.

## **II. Performance Standards**

Providers of MHS 34 Services funded by Department must comply with OAR 309-040-000 through 309-040-0100, as such rules may be revised from time to time and maintain licensure under OAR 309-040-0000 through 309-040-0100, as such rules may be revised from time to time.

Prior to commencement of MHS 34 Services funded by Department for an individual, County must develop a personal care plan for the individual and, after commencement of MHS 34 Services, ensure that the provider of MHS 34 Services to the individual delivers the services in accordance with the plan. County must review the personal care plan for each individual receiving MHS 34 Services funded by Department at least every 180 days and revise the plan as necessary.

County must assist the Department in licensing and certifying homes providing MHS 34 Services funded by Department by performing the following tasks within timelines required in the above-referenced administrative rules:

1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification

Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (c) any other information necessary for licensing or certifying the residences.

2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.
3. Assistance to currently-licensed and potential new foster homes providing MHS 34 Services to meet statutory requirements for training and testing by:
  - a. Maintain and distributing copies of Department's "Basic Training Course and Self-Study Manual" and associated video tapes;
  - b. Making test site(s) available, administering tests provided by Department, and mailing completed tests promptly to Department for scoring.

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

### **III. Special Reporting Requirements**

County must complete and deliver to Department the "MED Adult Foster Home SDS/DSL Data Form" and "Personal Care Rate Change Justification Form" for individuals receiving MHS 34 Services funded by Department when indicated by the clinical needs of the individual.

#### **IV. Payment Procedures**

The Department provides financial assistance for MHS 34 Services solely through Department funds that are not paid, disbursed or settled under this Agreement. These funds (the "Adult Foster Care Limitation") are set forth in the Financial Assistance Award on MHS 34 lines that contain a "B" in column one. The Adult Foster Care Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

1. All payment rates authorized by County must meet the following requirements:
  - a. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for MHS 34 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
  - b. County may: (1) set different rates for delivery of MHS 34 Services to different individuals and (2) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for MHS 34 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board;
  - c. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.
2. County shall not authorize, in aggregate, payments for MHS 34 Services funded by Department during the period specified in the Financial Assistance Award, in excess of the Adult Foster Care Limitation. Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.

3. Payments will be reduced (offset) by the amount of client resources received by the provider in support of client care and services provided.
4. The Adult Foster Care Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payment for MHS 34 Services authorized by County will exceed the amount of the Adult Foster Care Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other MHS Service or Services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Adult Foster Care Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other MHS Service or Services and the increase in the Adult Foster Care Limitation.
5. Department is not obligated to pay for any MHS 34 Services that are not properly reported through CPMS by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

Service Name: **OLDER/DISABLED ADULT MENTAL HEALTH SERVICES**

Service I.D. Code: **MHS 35**

I. **Service Description**

Older/Disabled Adult Mental Health Services (MHS 35) are specialized geriatric mental health services delivered directly or indirectly to individuals eligible for nursing facility or community based care services under Medicaid as specified in OAR 411-015-0000 through 411-0-15-0100, as such rules may be revised from time to time.

II. **Performance Requirements**

Funds awarded for MHS 35 services on lines in the Financial Assistance Award specifying that Specialized Service Requirement 35A applies may only be expended on MHS 35 services described in paragraph A below and funds awarded for MHS 35 services on lines in the Financial Assistance Award specifying that Specialized Service Requirement 35B applies may only be expended on MHS 35 services described in paragraph B below:

- A. If Specialized Service Requirement 35A applies, the funds awarded for MHS 35 services may only be expended on direct community based care services for older and disabled adults including, but not limited to, medication management, quarterly interagency staffings and follow-up services after treatment in local or state inpatient psychiatric hospitals, or indirect services, including but not limited to, screening, referral, and consultation and training to agencies and caregivers who provide services that may affect older/disabled adults.
- B. If Specialized Service Requirement 35B applies, the funds awarded for MHS 35 services may only be expended on mental health services for older and disabled individuals with severe and persistent mental illness (even if the individual is not eligible for community based care services delivered by Department's Senior and Disabled Services Division) delivered in nursing homes, residential care facilities or foster homes operated by a person or entity who has entered into an agreement with the Department's Senior and Disabled Services Division to provide services to designated individuals and that is licensed by Department.

Providers of direct community services for older and disabled adults funded through this Agreement must comply with OAR 309-032-0525 through 309-032-605 and OAR 309-016-0000 through 309-016-0230, as such rules may be revised from time to time.

Indirect services funded through this Agreement must be available to relevant agencies and caregivers in the geographic area served by the CMHP operated by or contracted for by County and must be coordinated with protective services provided by the Department's Senior and Disabled Services Division and County's mental health crisis/commitment service.

All MHS 35 services funded through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0005) ("QMHP") and in compliance with OAR 309-032-0525 through 309-032-0605, as such rules may be revised from time to time. QMHPs delivering MHS 35 services funded through this Agreement must have a background with the older/disabled adult population or be participating in relevant training programs to acquire such knowledge.

### III **Special Reporting Requirements**

No special reporting requirements.

### IV. **Payment Procedures**

A. **Basis of Payment**: The funds awarded for MHS 35 services are intended to be general financial assistance to County for MHS 35 services. Accordingly, the Department will not track delivery of MHS 35 services or service capacity on a per unit basis so long as County offers and delivers MHS 35 services as part of its CMHP. Total Department payment for MHS 35 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 35 services as specified on that line.

- B. Disbursement: Department will disburse the funds awarded for MHS 35 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 35 services.
  2. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 35 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement. Contract settlement will be used to confirm the offer and delivery of MHS 35 services by County as part of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.



Service Name: **PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES**

Service I.D. Code: **MHS 36**

**I. Service Description**

Pre-admission Screening and Resident Review Services (MHS 36) are review and evaluation services delivered to individuals residing in licensed nursing facilities to determine their need for in-patient psychiatric hospitalization.

**II. Performance Requirements**

Providers of MHS 36 services funded through Medicaid must comply with Public Law 100-203 and OAR 309-048-0050 through 309-048-0130, as such rules may be revised from time to time, and must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through OAR 309-012-0220, as such rules may be revised from time to time.

County must ensure that all individuals referred for MHS 36 services by licensed nursing facilities in the County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) receive MHS 36 review and evaluation services.

All MHS 36 services funded through Medicaid must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-016-0005) or a Licensed Medical Professional (as defined in OAR 309-032-0535).

**III. Special Reporting Requirements**

Providers of MHS 36 services funded through Medicaid must complete and deliver to Department within 30 days after a review, form OMHS 0438 and form OMHS 440, with respect to that review.

#### IV. Payment Procedures

The Department provides financial assistance for MHS 36 services solely through Medicaid funds and these funds are not paid, disbursed or settled under this Agreement. These funds (the "Medicaid Limitation") are set forth in the Financial Assistance Award on MHS 36 lines. The Medicaid Limitation is paid directly to service providers on a fee for service basis by the Department's Office of Medical Assistance Programs ("OMAP") in accordance with OMAP procedures and at OMAP rates. The Medicaid Limitation is referenced in this Agreement for budgetary purposes. If the Department anticipates that Medicaid billings for MHS 36 services delivered in the County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) will exceed the amount of the Medicaid Limitation for MHS 36 services as set forth in the Financial Assistance Award, the Department may unilaterally reduce the amount of the Part A Award for MHS 20 services (as defined in the Service Description for MHS 20 services) to the extent of the general fund portion of the anticipated Medicaid Limitation shortfall for MHS 36 services and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the Part A Award for MHS 20 services and the increase in the Medicaid Limitation for MHS 36 services.

Service Name: **MHS SPECIAL PROJECTS**

Service I.D. Code: **MHS 37**

**I. Service Description**

MHS Special Projects (MHS 37), are mental health services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time.

The specific MHS 37 services to be provided under this Agreement are described in Exhibit MHS 37-1, if any, to this MHS 37 service description, which exhibit is incorporated herein by this reference.

**II. Performance Requirements**

Providers of MHS 37 services funded through this Agreement with Medicaid dollars must comply with OAR 309-016-0000 through 309-016-0120. See Exhibit MHS 37-1, if any, to this MHS 37 service description.

**III. Special Reporting Requirements**

See Exhibit MHS 37-1, if any, to this MHS 37 service description.

**IV. Payment Procedures**

See Exhibit MHS 37-1, if any, to this MHS 37 service description.

Even if the Financial Assistance Award awards funds for MHS 37 services, Department shall have no obligation to pay for any MHS 37 services under this Agreement (even if funds therefor are disbursed to County) unless a special project description is attached to this Service Description as Exhibit MHS 37-1.

Even if the Financial Assistance Award awards funds for MHS 37 services, Department shall have no obligation to disburse any funds for MHS 37

services under this Agreement unless a special project description is attached to this Service Description as Exhibit MHS 37-1.

MHS37/6.01.01

COUNTY FINANCIAL ASSISTANCE AGREEMENT  
SPECIAL CONDITIONS

For use only with MHS 21 in the contract with Multnomah County

1. County shall pay to the Department from the County's general funds \$256,970 no later than August 1, 2001 and an additional \$256,970 no later than August 1, 2002. Department shall use the moneys to finance the general fund Medicaid match portion of the cost of MHS 21 services for at least thirty preschool children who have severe emotional disturbances and are residents of Multnomah County, at least ten of which will be served at a location in the North/Northeast quadrant of Multnomah County.

For use with the appropriate MHS Service Descriptions:

2. For slots utilized during a particular month, Department will pay \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, and \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots. [Note: In using this special condition, the phrase "\$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots" may be repeated as many times as necessary to address all the different rates.]
3. For slots made available during a particular month, Department will pay \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, and \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots. [Note: In using this special condition, the phrase "\$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots" may be repeated as many times as necessary to address all the different rates.]
4. For services delivered to individuals during a particular month, Department will pay \$ \_\_\_\_ per month per individual.
5. For services delivered to individuals during a particular day, Department will pay \$ \_\_\_\_ per day per individual.
6. For slots made available and funded with the Part A Award during a particular month, Department will pay \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots, and \$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots. [Note: In using this special condition, the phrase "\$ \_\_\_\_ per month per slot for up to \_\_\_\_ slots" may be repeated as many times as necessary to address all the different rates.]

For use with appropriate A&D Service Descriptions:

7. The rate for \_\_\_\_ is \$ \_\_\_\_ per CSD (Client Service Day), with total payments not to exceed the total amount awarded on this line.
8. The case-rate for \_\_\_\_ is \$ \_\_\_\_ per CSY (Client Service Year), with total payments not to exceed the total amount awarded on this line.
9. The rate for \_\_\_\_ delivered to indigent individuals is \$ \_\_\_\_ per CSH (Client Service Hour), \$ \_\_\_\_ per CSH (Client Service Hour) for interpreter assistance and \$ \_\_\_\_ per urinalysis (with a maximum of one urinalysis per individual). An indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that he or she meets the Department's Adult and Family Services (AFS) food stamp eligibility requirements, based on 130 % Federal Poverty Guidelines. The rate for \_\_\_\_ delivered to partially indigent individuals is \$ \_\_\_\_ per CSH (Client Service Hour), \$ \_\_\_\_ per CSH (Client Service Hour) for interpreter assistance and \$9.76 per urinalysis (with a maximum of one urinalysis per individual). A partial indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that his or her household income does not exceed 185% of Federal Poverty Guidelines that AFS uses to determine food stamp eligibility and whose liquid assets do not exceed \$2,000 (\$3,000 if the individual has elderly or disabled dependents). Total payments will not exceed the total amount awarded on this line.
10. The rate for \_\_\_\_ is \$ \_\_\_\_ per CSA (Client Service Admission), with total payments not to exceed the total amount awarded on this line.
11. The rate for \_\_\_\_ delivered to indigent individuals is \$ \_\_\_\_ per CSH (Client Service Hour) (with a maximum of \_\_\_\_ CSH per individual) for treatment services, \$ \_\_\_\_ per CSH (Client Service Hour) for interpreter assistance, and \$ \_\_\_\_ per urinalysis (with a maximum of \_\_\_\_ urinalysis per individual). An indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that he or she meets the Department's Adult and Family Services (AFS) food stamp eligibility requirements, based on 130% Federal Poverty Guidelines. The rate for \_\_\_\_ delivered to partially indigent individuals is \$ \_\_\_\_ per CSH (Client Service Hour) (with a maximum of \_\_\_\_ CSH per individual) for treatment services, \$ \_\_\_\_ for interpreter assistance, and \$ \_\_\_\_ per urinalysis (with a maximum of \_\_\_\_ urinalysis per individual). A partial indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that his or her household income does not exceed 185% Federal Poverty Guidelines that AFS uses to determine food stamp eligibility and whose liquid assets do not exceed \$2,000

(\$3,000 if there are elderly or disabled dependents). Total payments may not exceed the total amount awarded on this line.

12. The rate for \_\_\_\_ is \$ \_\_\_\_ per CSH (Client Service Hour) (with a maximum of \_\_\_\_ CSH per individual) and \$ \_\_\_\_ per urinalysis (with a maximum of \_\_\_\_ urinalysis per individual). Total payments will not exceed the total amount awarded on this line.
13. The rate for \_\_\_\_ is \$ \_\_\_\_ per CSE (Client Service Evaluation), with total payments not to exceed the total amount awarded on this line.

Service Name: **SUPPORTED EMPLOYMENT SERVICES -  
EXTENDED SERVICES**

Service I.D. Code: **MHS 38**

**I. Service Description**

Supported Employment Services - Extended Services (MHS 38) are services delivered to individuals with chronic mental illness to enable them to obtain and maintain employment. MHS 38 services are provided to an individual at one of the following intensity levels:

- A. Supported employment. Supported employment services include supervision and job training, on-the-job visitation, consultation with the employer, job coaching, counseling, skills training, and transportation. Supported Employment Services are provided in the context of paid employment occurring individually, or in groups of no more than eight workers with disabilities, in an integrated setting.
- B. Transitional employment. Transitional employment services are support services to assist the individual, who does not necessarily need job skills training, to obtain and maintain employment. Transitional employment services are provided in the context of paid competitive employment in an integrated setting. Transitional employment services may be provided either at or away from the work site. The job placement might not necessarily be a permanent employment outcome for the individual.

Only the individuals with chronic mental illness who satisfy each of the following requirements are eligible for Supported Employment Services funded through this Agreement:

- 1. The individual is receiving MHS 20 services, whether or not funded through this Agreement;
- 2. The individual needs Supported Employment Services to maintain employment; and
- 3. Have been found to be eligible through evaluation conducted by the Department's Vocational Rehabilitation Division in accordance with OAR 582-050-0000 through 582-050-0060, as such rules may be revised from time to time.



## **II. Performance Requirements**

Providers of MHS 38 services funded through this Agreement must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Providers of Supported Employment Services funded through this Agreement must comply with OAR 309-032-0220 through 309-032-0250, as such rules may be revised from time to time.

## **III. Special Reporting Requirements**

County must report to the Department's Office of Mental Health Services in writing, no later than July 31 of each year ending June 30, the total number of months of Supported Employment Services delivered to individuals with MHS 38 funds provided under this Agreement.

## **IV. Payment Procedures**

A. Basis of Payment: Department payment for MHS 38 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award, for MHS 38 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for MHS 38 services delivered under a particular line in the Financial Assistance Award shall not exceed the total funds awarded for MHS 38 services as specified in that line in the Financial Assistance Award.
2. Department is not obligated to pay for any MHS 38 services that are not properly reported in CPMS (or through other reporting method authorized or permitted by this Service Description or an

applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever is earlier.

- B. Disbursement: Department will disburse the funds awarded for MHS 38 services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS (or through other reporting method authorized or permitted by this Service Description or an applicable Specialized Service Requirement).
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 38 services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 38 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 38 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in CPMS (or through another reporting method authorized or permitted by this Service Description or an applicable Specialized Service Requirement).

Service Name: **COMMUNITY SUPPORT SERVICES FOR THE HOMELESS MENTALLY ILL**

Service I.D. Code: **MHS 39**

**I. Service Description**

Community Support Services for the Homeless Mentally Ill (MHS 39) are outreach, crisis intervention, diagnostic services, community mental health services, and referral services delivered to individuals with severe and persistent mental illnesses who are homeless or at substantial risk of homelessness. MHS 39 services also include training and education services for persons who work with the homeless individuals with severe and persistent mental illnesses.

**II. Performance Requirements**

Providers of MHS 39 services funded through this Agreement must comply with OAR 309-032-0175 through 309-032-0210, as such rules may be revised from time to time, and must maintain a Certificate of Approval in accordance with OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Only individuals who meet the eligibility criteria set forth in OAR 309-032-0190, as such rule may be revised from time to time, are eligible to receive MHS 39 services funded through this Agreement.

Providers of MHS 39 services funded through this Agreement must:

- A. Assist the Department, upon request, in the development of an annual federal report describing MHS 39 services provided including coordination of services and activities with other public or private entities;
- B. Assist the Department, upon request, in the development of an annual application requesting continued funding for MHS 39 services.
- C. Assist the Department in the conduct of any reviews under OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

### **III. Special Reporting Requirements**

No special reporting requirements.

### **IV. Payment Procedures**

- A. Basis of Payment: The funds awarded for MHS 39 services are intended to be general financial assistance to County for MHS 39 services. Accordingly, the Department will not track delivery of MHS 39 services or service capacity on a per unit basis so long as County offers and delivers MHS 39 services as part of its CMHP. Total Department payment for MHS 39 services under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 39 services as specified on that line.
- B. Disbursement: Department will disburse the funds awarded for MHS 39 services identified in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements to ensure continued availability of MHS 39 services.
  2. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for MHS 39 services on that line of the Financial Assistance Award as a result of amendment of the Financial Assistance Award.
- C. Settlement: Contract settlement will be used to confirm the offer and delivery of MHS 39 services by County as part of its CMHP, based on data properly reported in CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **PSYCHIATRIC RESIDENTIAL TREATMENT SERVICES**

Service I.D. Code: **MHS 128**

I. **Service Description**

Psychiatric Residential Treatment Services (MHS 128) are 24-hour inpatient psychiatric Services delivered to Medicaid-eligible individuals age 21 or younger with severe mental or emotional disturbances. The services are intended to improve the individual's functioning and to achieve the individual's discharge at the earliest appropriate time.

II. **Performance Requirements**

Providers of MHS 128 Services funded through this Agreement must comply with OAR 309-032-1100 through OAR 309-032-1230, as such rules may be revised from time to time.

No individual may receive MHS 128 Services funded through this Agreement unless the Department has determined that the individual needs inpatient residential psychiatric services, in accordance with the certification of need committee procedures set forth in OAR 309-034-0150 through 309-034-0310, as such rules may be revised from time to time.

Providers of MHS 128 services must provide at least one hour of medical consultation services each month for each individual served during that month with funds provided through this Agreement.

Providers of MHS 128 services funded through this Agreement must adopt and implement admission policies and procedures that give consideration to prioritized MHS 128 admissions for:

1. Individuals who are ready for discharge from the Child and Adolescent Treatment Services Unit at Oregon State Hospital; and

2. Individuals who are designated as eligible for Target Planning Children Committee funding.

Providers of MHS 128 Services funded through this Agreement must maintain licensure with the Department's Office for Services to Children and Families and a Certificate of Approval from the Department in accordance with OAR 309-012-0130 through 309-012-0220.

All individuals receiving MHS 128 Services funded through this Agreement must meet the eligibility criteria set forth in OAR 309-032-1100 through OAR 309-032-1230.

### III. **Special Reporting Requirements**

Each Provider of MHS 128 Services funded through this Agreement must report to Department in writing the Child and Adolescent Functional Assessment Scale score (or other functional assessment score acceptable to Department) for each individual who receives MHS 128 Services from that Provider with funds provided under this Agreement. The Provider must report the individual's score at the time of admission and every 90 days thereafter until Provider's Services to the individual end.

### IV. **Payment Procedures**

- A. **Basis of Payment:** Department payment for MHS 128 Services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award, for MHS 128 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for MHS 128 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 128 Services as specified in that line of the Financial Assistance Award.

2. Department is not obligated to pay for any MHS 128 Services that are not properly reported in CPMS by the date 60 days after expiration or termination of this Agreement, whichever is earlier.
  3. If funds awarded for MHS 128 Services in a particular line of the Financial Assistance Award remain unpaid on the earlier of expiration or termination of this Agreement, Department will pay County, to the extent of such unpaid funds, for an additional five days of MHS 128 Services for every 365 days of MHS 128 Services delivered under that line of the Financial Assistance Award during the period specified in that line.
- B. Disbursement: Department will disburse the funds awarded for MHS 128 Services identified in a particular line of the Financial Assistance Award directly to the Provider through the Department's Office of Medical Assistance Programs ("OMAP" and in accordance with OMAP procedures, subject to the limitations and restrictions et forth in this Section IV(B).
- C. Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 128 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the actual amount of services delivered under that line of the Financial Assistance Award during the period specified in that line of the Financial Assistance Award, as properly reported in CPMS.

Service Name: **DIVERSION SERVICES**

Service I.D. Code: **DD 44**

I. **Service Description**

Diversion Services (DD 44) are services delivered to individuals who are eligible for, and at imminent risk of, civil commitment under Oregon Revised Statutes (ORS) Chapter 427, or to children with developmental disabilities who are at imminent risk of out-of-home placement. The purpose of DD 44 Services is to maintain the individual in the community or the child in the home, but services may include temporary out-of-home placement. DD 44 Services include, but are not limited to: professional consultation, assessment and evaluation; adaptive equipment; respite care; adaptations to eligible individuals' residences to increase accessibility or security; short-term residential and/or vocational services; added staff supervision; and other Services necessary to maintain the individual in the community or the child in the home.

II. **Performance Requirements**

- A. Providers of DD 44 Services funded through this Agreement must comply with the requirements of OAR 309-041-0300 through 309-041-0335, as such rules may be revised from time to time.
- B. All individuals receiving DD 44 Services funded through this Agreement must be eligible for, and at imminent risk of, civil commitment under ORS Chapter 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.

III. **Special Reporting Requirements**

No special reporting requirements.



#### IV. Payment Procedures

A. Basis of payment: Department payment for DD 44 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering DD 44 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Total Department payment for all DD 44 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 44 Services as specified in that line of the Financial Assistance Award.
2. Department is not obligated to pay for any DD 44 Services that are not properly reported to Department through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 44 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 44 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 44 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 44 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on actual expenditures incurred by a Provider in delivering DD 44 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **NURSING FACILITY SPECIALIZED SERVICES**

Service I.D. Code: **DD 45**

**I. Service Description**

Nursing Facility Specialized Services (DD 45) are individualized habilitation Services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These Services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

**II. Performance Requirements:**

- A. Services to be Provided: DD 45 Services funded through this Agreement must be directly tied to the findings of assessment(s) of the service needs of individuals receiving the DD 45 Services, including service needs identified in the "Pre-Admission Screening" or "PAS" level II assessment, which is defined, for purposes of this Service Description, as the current version of the "Pre-Admission Screening/Annual Resident Review" or "PASARR", required by OAR 309-048-0050 through 309-048-0130, as such rules may be revised from time to time. Additional assessments, including the "Minimum Data Set" or "MDS" which Nursing Facilities must complete for all residents, may be used to identify or clarify additional service needs.
- B. Eligibility for Services: All individuals receiving DD 45 Services funded through this Agreement must have been determined, through the Pre-Admission Screening process, to: (1) be eligible for developmental disability Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time; (2) require Nursing Facility Services; and (3) require specialized habilitation Services specifically related to the individuals' developmental disabilities.
- C. Minimum Hours of Service: Providers of DD 45 Services funded through this Agreement must provide at least 28 hours of direct Service per month to each individual receiving DD 45 Services funded through this Agreement, unless one of the following applies:

1. A reduced number of hours of Service per month has been approved in writing by Department's Office of Developmental Disability Services. Time to transport an individual receiving DD 45 Services to community activities and events may be included in computing the hours of Service.
2. For the first month that an individual is enrolled in CPMS in a Provider's DD 45 Services, assessment of the individual's habilitation needs, and developing a plan to meet those needs, may be provided in lieu of all or part of the 28 hours of Service.

D. Record keeping:

Providers of DD 45 Services funded through this Agreement must maintain a case record for each individual served, that includes: documentation of enrollment in DD 45 Services in CPMS; copies of Incident Reports, as defined in OAR 309-041-0405, as such rule may be revised from time to time; and a copy of the Nursing Facility Rehabilitation Plan as required in OAR 411-086-0220, as such rule may be revised from time to time, including a description of the specific habilitation services to be provided with DD 45 funds.

III. Special Reporting Requirements

- A. County must provide written notification to Department's Office of Developmental Disability Services Regional Coordinator assigned to County, within 14 days after an individual receiving DD 45 Services funded through this Agreement dies or moves out of a Nursing Facility.
- B. An individual enrolled in CPMS in DD 45 Services must be reported in CPMS as terminated from a Provider's Services when the individual who is still residing in a Nursing Facility has not received DD 45 Services for more than 30 consecutive days.

#### **IV. Payment Procedures**

A. Basis of payment: Department payment for DD 45 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 45 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all DD 45 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 45 Services as specified in that line of the Financial Assistance Award.
2. Department will not pay for any units of DD 45 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
3. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD 45 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
4. Department is not obligated to pay for any DD 45 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 45 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.
- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 45 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 45 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 45 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual

Department disbursements of funds awarded for DD 45 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

DD45/5.21.01

Service Name: **SEMI-INDEPENDENT LIVING PROGRAMS**

Service I.D. Code: **DD 47**

**I. Service Description**

Semi-Independent Living Programs (DD 47) are residential support and skill training Services delivered to individuals, aged 18 and over, with developmental disabilities who, with the assistance of these Services, can continue to live in their own homes or apartments. The Services include assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, and recreation. Services also include regular monitoring of the functional skills, progress and training, and supportive service needs of the individuals served.

**II. Performance Requirements**

- A. Providers of Semi-Independent Living Programs (DD 47) funded under this Agreement must comply with the requirements of OAR 309-41-0015 through 309-41-0024, as such rules may be revised from time to time.
- B. All individuals receiving DD 47 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. One unit of a Semi-Independent Living Program (SILP) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SILP must provide Services to a minimum of eight individuals per month.

**III. Special Reporting Requirements**

No special reporting requirement.

**IV. Payment Procedures**

- A. Basis of payment: Department payment for DD 47 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule



attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 47 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such Service capacity is actually made available or utilized), subject to the following:

1. Total Department payment for all DD 47 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 47 Services as specified in the that line of the Financial Assistance Award.
2. Department will not pay for any units of DD 47 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
3. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD 47 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
4. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the

Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 47 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 47 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of Service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 47 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 47 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 47 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

Service Name: **CASE MANAGEMENT**

Service I.D. Code: **DD 48**

**I. Service Description**

Case Management (DD 48) services are eligibility, evaluation and coordination services delivered to individuals with developmental disabilities who are in need of DD services funded by Department. The purpose of DD 48 Services is to provide a fixed point of entry for such individuals. DD 48 Services include: documentation of individuals' eligibility for DD services, assessment of the level of care needed by each individual eligible for DD services, assistance to individuals and/or their families in obtaining services, monitoring the delivery and outcomes of Department-funded DD services provided to individuals residing in the County, responding to individuals' needs for crisis intervention services, and ensuring provision of protective services for individuals aged 18 and over, as necessary.

DD 48 Services also include: (i) coordination of the development, and monitoring the implementation of Individual Support Plans (ISP) that comply with the requirements of OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time; and (ii) review and approval of plans of care and support for individuals aged 18 and older receiving services developed under Department's plan for universal access to DD services.

**II. Performance Requirements**

- A. Providers of DD 48 Services funded through this Agreement must comply with the requirements of OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time.
- B. All individuals receiving DD 48 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Providers of DD 48 Services must include in case files a current address for each individual to whom the Provider delivers DD 48 Services funded through this Agreement.

### III. Special Reporting Requirements

- A. Providers of DD 48 Services funded through this Agreement must submit the following reports to the Department's Office of Developmental Disability Services, using forms and procedures designated by Department:
1. "Adult Foster Care License or Certification Evaluation Forms", used to assess compliance with requirements for licensure or certification as a Provider of DD 58 Services as described in the service description for DD 58 in this Agreement;
  2. "Serious Event Review Team (SERT) Reports", used by Department to compile and track injuries, accidents, and other unusual incidents involving individuals with developmental disabilities receiving services funded by Department;
  3. "Initial Complaint Forms", for all incidents referred to the DD 48 Provider for a protective services investigation;
  4. "Title XIX Waiver Eligibility Forms", used to assess and document individuals' eligibility for federal Title XIX (Medicaid) funds paid under Department's federally-approved waivers allowing payment for community-based services in lieu of federally funded institutional programs;
  5. Documentation that individuals have been informed of their "Fair Hearing Rights" as required in federal regulations promulgated by the Health Care Financing Administration of the Department of Health and Human Services, 42 CFR, Part 431, Subpart E, as such regulations may be revised from time to time.
- B. If requested by Department, in an effort to calculate or update DD 48 payment rates, Providers of DD 48 Services funded through this Agreement shall submit detailed information on expenditures for DD 48 Services following instructions designated by Department.

#### **IV. Payment Procedures**

A. Basis of payment: Department payment for DD 48 Services identified in a particular line of the Financial Assistance Award and delivered under this Agreement will be made at the monthly rate or rates set forth in the Financial Assistance Award, as such rate may be amended from time to time, for DD 48 Services delivered under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Total Department payment for all DD 48 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 48 Services as specified in that line of the Financial Assistance Award.
2. For each month for which DD 48 Services are reported in CPMS as delivered to an individual, at least one billable service must have been delivered to the individual and documented in the individual's case file. For purposes of this service description, a billable service means performance of one or more of the following activities by a Case Manager as defined in OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time:
  - a. A contact made in person or by telephone for the purpose of delivering services as defined in those same rules; or
  - b. Time spent in the review, approval, and monitoring of individual service plans developed by Brokerage Services, as defined in OAR 309, as such rules may be revised from time to time.
3. Department is not obligated to pay for any DD 48 Services that are not properly documented in individual case files, or are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 48 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 48 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 48 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 48 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Financial Assistance Award, and the amount of services actually delivered under that line of the Financial Assistance Award during the term of the Agreement, as such services are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **SELF-DIRECTED SUPPORT SERVICES**

Service ID Code: **DD 49**

**I. Service Description**

Self-Directed Support Services (DD 49) are services that enable individuals with developmental disabilities to continue to live in their own homes or in their family homes. DD 49 Services include assistance in: determining support needs; finding and arranging resources and support services to meet the individuals' needs; making informed decisions about support needs and support Providers; and monitoring and improving the quality of personal supports. DD 49 Services may also include fiscal intermediary services, such as assisting individuals or their families in complying with requirements for employers when the individuals or their families employ their own caregivers.

**II. Performance Requirements**

- A. Providers of DD 49 Services funded through this Agreement must comply with the requirements of OAR 309-041-1110 through 309-041-1170, as such rules may be revised from time to time.
- B. All individuals receiving DD 49 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Line-Item Budget and Allowable Expenditures: Providers of DD 49 Services funded through this Agreement must expend DD 49 funds in accordance with a biennial line-item budget approved by Department. For purposes of this Agreement, "biennial" refers to Department's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD 49 funds to County. A revised budget must be submitted within 45 days of acceptance by County of any amendment to this Agreement that changes the biennial Financial Assistance Award for DD 49 Services. The biennial budget, and all revisions, must be prepared on forms prescribed by Department.

Except for restrictions as noted in this section, Providers of DD 49 Services funded through this Agreement may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line-item budget without prior Department approval, if supported by the local planning process.

Restrictions: The following transfers must be prior-approved by Department: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD 49 Financial Assistance Award. Department may, at its discretion, transfer funds approved for Capital Outlay to DD Special Projects (DD 57), Start-Up, Part C of the Financial Assistance Award.

- D. Project Evaluation: If requested by Department, Providers of DD 49 Services funded through this Agreement must participate in a Department-authorized external evaluation of the impact and effectiveness of the DD 49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed and/or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by Department.

### **III. Special Reporting Requirements**

Financial Report: County must submit to the Department's Office of Developmental Disability Services a final report of actual revenues and expenditures for DD 49 Services funded through this Agreement. The report must be submitted within 60 days of expiration or termination of this Agreement, whichever date is earlier. The report must be prepared in a format prescribed by Department.

### **IV. Payment Procedures**

- A. Basis of payment: Department payment for DD 49 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD 49



Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to those included in a line-item budget approved by Department, as required in section II.C. of this Service Description for DD 49.
2. Total Department payment for all DD 49 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 49 Services as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any DD 49 Services that are not properly reported to Department as required by this Agreement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 49 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 49 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 49 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 49 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD 49 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **RESIDENTIAL FACILITIES**

Service I.D. Code: **DD 50**

**I. Service Description**

Residential Facilities (DD 50) Services are care, training, and support Services delivered in neighborhood homes to individuals with developmental disabilities who require 24-hour care, supervision, and training. The Services include board and room as well as Services that comply with standards required for licensure.

**II. Performance Requirements**

- A. Providers of DD 50 Services funded through this Agreement must comply with OAR 309-049-0030 through 309-049-0225, as such rules may be revised from time to time.
- B. All individuals receiving DD 50 Services funded through this Agreement must be eligible for DD Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Vacancy Reserve Fund: The Board of Directors (or other governing authority as applicable) of each Provider of DD 50 Services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Provider of DD 50 Services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.
- D. Providers of DD 50 Services funded through this Agreement that provide those Services in more than one physical site must send at least one employee assigned to manage Services at one or more of Provider's DD 50 facilities to Department-sponsored training regarding health and medical issues for individuals with developmental disabilities, at least one

day per year, if such training is scheduled by Department. Department will make every reasonable effort to provide such training on a regional basis throughout the state.

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

### **III. Special Reporting Requirements**

#### **A. Definition of Service, Reporting of Absences and Termination of Services**

1. For purposes of this Agreement, an individual shall be considered to have received DD 50 Services only when one of the following conditions is met:
  - a. The individual is residing at the Provider's facility; or
  - b. The individual is absent, for not more than 30 consecutive days, as a result of vacation, incarceration, or absence without leave, and it has not been determined that the individual will not be returning to the facility; or
  - c. The individual is absent, for not more than 90 consecutive days, as a result of being on convalescent leave or admittance to either a psychiatric hospital or the Department's Crisis Unit at Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the facility.
2. County must notify Department when an individual enrolled in DD 50 Services in CPMS is absent from the Provider's facility for more than 14 consecutive days as a result of vacation, incarceration, convalescent leave, admittance to either a psychiatric hospital or Department's Crisis Unit at Eastern Oregon Training Center or absence without leave. Notification required under this section must be provided to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit no later than five (5) days

after the individual's absence for the reasons cited in this section exceeds 14 consecutive days.

3. An individual enrolled in CPMS in DD 50 Services must be reported in CPMS as terminated from a Provider's DD 50 Services when the individual is no longer receiving DD 50 Services as defined in section III(A)(1) of this Service Description. The CPMS termination date must be listed as the last day the individual received DD 50 Services as defined in section III(A)(1) of this Service Description.
- B. Residential Outcome Measures: Providers of DD 50 Services funded through this Agreement must submit reports that include data that measure individual and program outcomes, using forms and procedures designated by Department.
- C. Vacancy Reserve Fund: Providers of DD 50 Services funded through this Agreement must submit their vacancy reserve fund plans, and/or the current status of these reserve funds, to County and/or Department upon request.
- E. Direct Care Staff Wages and Turnover: Providers of DD 50 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

#### IV. Payment Procedures

- A. Basis of payment: Department payment for DD 50 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 50 Services delivered (as defined in

III(A)(1)above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all DD 50 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 50 Services as specified in that line of the Financial Assistance Award.
2. If a unit of DD 50 Service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
3. Department will reduce payment for DD 50 Services under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the Services, by a Provider of DD 50 Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
4. Department will not pay for any units of DD 50 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
5. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD 50 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
6. Department is not obligated to pay for any DD 50 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized

Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

7. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 50 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 50 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 50 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 50 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 50 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.
- D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD 50 Service capacity that is not utilized, as opposed to the normal DD 50 Services payment methodology which provides only for payment for DD 50 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD 50 Service capacity in order to ensure the availability of DD 50 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD 50 Service capacity in service element DD 57 (DD Special Projects, StartUp).



Service Name: **SUPPORTED LIVING SERVICES**

Service I.D. Code: **DD 51**

**I. Service Description**

Supported Living Services (DD 51) are individualized supports, delivered in a personalized manner, to people with developmental disabilities. DD 51 Services include care, training, and support that promote opportunities for individuals to live in their own homes or apartments, and to be a part of and participate in the communities in which they live.

**II. Performance Requirements**

- A. Providers of DD 51 Services funded through this Agreement must comply with OAR 309-041-0550 through 309-041-0830, as such rules may be revised from time to time.
- B. All individuals receiving DD 51 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Providers of DD 51 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

**III. Special Reporting Requirements**

**Direct Care Staff Wages and Turnover.** Providers of DD 51 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

#### **IV. Payment Procedures**

- A. Basis of payment: Department payment for DD 51 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 51 Services service capacity made available under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:
1. Total Department payment for all DD 51 Services service capacity made available under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 51 Services as specified in that line of the Financial Assistance Award.
  2. Department will reduce payment for DD 51 Services service capacity under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the services, by a Provider of DD 51 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.
  3. Department will not pay for any units of DD 51 Services service capacity made available during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
  4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD 51 Services service capacity made available under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unavailable capacity and County shall execute and deliver to

Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

5. Department is not obligated to pay for any DD 51 Services service capacity made available that is not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
  6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 51 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.
- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 51 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 51 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 51 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 51 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of service capacity made available under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **TRANSPORTATION SERVICES**

Service I.D. Code: **DD 53**

**I. Service Description**

Transportation Services (DD 53) are public or private transportation provided to individuals with developmental disabilities when: (a) unsubsidized public transportation is not available or not feasible due to the severity of an individual's disability; and (b) transportation is required for effective participation in employment or other services needed by an individual (such as medical/dental and community access).

**II. Performance Requirements**

All individuals receiving DD 53 Services funded through this Agreement must also be receiving, at the same time, one or more of the following services funded through this Agreement, unless otherwise authorized in writing by Department: Employment and Community Inclusion Services (DD 54), Residential Facilities (DD 50) Services, Supported Living Services (DD 51), and/or Non-Relative Foster Homes (DD 58) Services.

**III. Special Reporting Requirements**

No special reporting requirements.

**IV. Payment Procedures**

A. Basis of payment: Department payment for DD 53 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 53 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually made available or utilized), subject to the following:

1. Total Department payment for all DD 53 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 53 Services as specified in the that line of the Financial Assistance Award.
  2. Department will not pay for any units of DD 53 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
  3. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD 53 Services service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
  4. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 53 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.
- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will

disburse the funds awarded for DD 53 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 53 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 53 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 53 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

Service Name: **EMPLOYMENT AND COMMUNITY INCLUSION SERVICES**

Service I.D. Code: **DD 54**

**I. Service Description**

Employment and Community Inclusion Services (DD 54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

**II. Performance Requirements**

- A. Providers of DD 54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140, as such rules may be amended from time to time.
- B. All individuals receiving DD 54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD 54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD 54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.
- D. Providers of DD 54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD 54 Services funded through this Agreement or the goods or services



produced thereby: (1) the wages of individuals receiving DD 54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

### III. Special Reporting Requirements

#### A. Attendance Records, and Reporting Absences and Termination of Services:

1. Providers of DD 54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD 54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD 54 Services, an individual shall be considered in attendance only when one of the following conditions is met:
  - a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or
  - b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or
  - c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or
  - d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family

and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or

- e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance, while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.
2. County must notify Department when an individual enrolled in DD 54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

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

3. An individual enrolled in CPMS in DD 54 Services must be reported in CPMS as terminated from a Provider's DD 54 Services, when the individual is not in attendance as defined in section III(A)1 of this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.
- B. Employment Outcomes Systems (EOS): Providers of DD 54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data

that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

- C. Direct Care Staff Wages and Turnover. Providers of DD 54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department . Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

#### IV. Payment Procedures

- A. Basis of payment: Department payment for DD 54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for all DD 54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 54 Services as specified in the that line of the Financial Assistance Award.
  2. If a unit of DD 54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
  3. Department will not pay for any units of DD 54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
  4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly

average of DD 54 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

5. Department is not obligated to pay for any DD 54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
  6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 54 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.
- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 54 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly albtments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 54 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 54 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD 54 Service capacity that is not utilized, as opposed to the normal DD 54 Services payment methodology which provides only for payment for DD 54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD 54 Service capacity in order to ensure the availability of DD 54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD 54 Service capacity in service element DD 57 (DD Special Projects, StartUp).

Service Name: **RENT SUBSIDIES**

Service I.D. Code: **DD 56**

**I. Service Description**

Rent Subsidies (DD 56) are financial subsidies for rent and/or other housing-related costs for individuals receiving Department-funded developmental disability residential services. DD 56 Services may be provided when an eligible individual's room and board costs exceed the amount that can be billed to the individual's federal Supplemental Security Income (SSI), and other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the individual's household expenses. The funds awarded for DD 56 Services may only be expended on the following costs incurred by eligible individuals or arising in a facility where eligible individuals reside:

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

**II. Performance Requirements**

- A. All individuals receiving DD 56 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- B. Providers of DD 56 Services funded through this Agreement must apply for "Section 8" or other housing subsidies available through the applicable

local housing authority, for the individuals to whom the Provider furnishes DD 56 Services under this Agreement, and/or for the residential sites at which such individuals resides. For each individual or facility, Providers must apply for the "Section 8" or other housing subsidies within sixty (60) days of the date the Provider begins providing DD 56 Services funded through this Agreement to an individual or with respect to a facility or, if later than sixty (60) days after the date the Provider begins providing DD 56 Services funded through this Agreement to an individual or with respect to a facility, at the first opportunity as set by the local housing authority to submit applications.

### **III. Special Reporting Requirements**

- A. Notification that other subsidies have been obtained: Providers of DD 56 Services funded through this Agreement must provide written notification to Department's Office of Developmental Disability Services within two weeks (14 days) after any approvals of Section 8 or any other housing subsidies for individuals and/or facilities described above. Such notification must include, at a minimum:
1. The names of individuals and/or facilities for which subsidies have been approved;
  2. The sources and amounts of the subsidies itemized by individual and/or by facility;
  3. The effective dates of the subsidies.
- B. Application for new or renewed DD 56 Services: The award for DD 56 Services in this Agreement is established through negotiations between Department and County. Department may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and, periodically (but no more frequently than annually), to justify continuation of DD 56 funding under this Agreement. Any such applications must be completed using forms and procedures designated by Department.

#### **IV. Payment Procedures**

- A. Basis of payment: Department payment for DD 56 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD 56 Service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:
1. Department may reduce DD 56 payments by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by Department under this Agreement.
  2. Total Department payment for all DD 56 Services identified in a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 56 Services as specified in that line of the Financial Assistance Award.
  3. Department will not pay for any units of DD 56 Service capacity during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
  4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD 56 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unutilized capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.



5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD 56 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 56 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 56 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 56 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 56 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, and the number of units specified in that line of the Financial Assistance Award.

Service Name: **DD SPECIAL PROJECTS**

Service I.D. Code: **DD 57**

**I. Service Description**

Developmental Disability Special Projects (DD 57) are developmental disability services within the scope of ORS 430.630. DD 57 Services are generally one-time-only or time-limited activities, and may include: provision of training to Providers of Department funded developmental disability services; demonstration or emergency services; activities and expenditures necessary to prepare for implementation of new or revised services ("Start-Up" activities); other services as deemed appropriate by Department.

**II. Performance Requirements**

Providers of DD 57 Services funded through this Agreement must comply with performance requirements applicable to the particular DD 57 Services provided and as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award. Requirements may include the following:

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

**III. Special Reporting Requirements**

- A. Providers of DD 57 Services funded under this Agreement must submit special programmatic and other reports applicable to the particular DD 57 Services provided as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award.

- B. Expenditure reports: For each DD 57 Special Project funded under this Agreement for which the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award indicates that the basis of payment is reimbursement for actual expenditures, County shall submit the following expenditure reports to Department with respect to the project : a) Interim report of actual revenue and expenditures for the period beginning on the date funds are first disbursed under this Agreement for the project and ending on the next July 1, due by August 31 following that July 1; and b) Final report of actual revenues and expenditures during the term of this Agreement,, due within 45 days after the expiration or termination of the Agreement, whichever is earlier.

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

#### IV. Payment Procedures

The Department provides financial assistance for DD 57 Services in different ways, summarized as follows, and explained below:

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

A. DD 57 "Approved Services Funds" (funds listed in Column 4 of the Financial Assistance Award)

1. Basis of Payment

- a. Payments based on the amount specified in the Financial Assistance Award and delivery of services Unless otherwise specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, Department payment of DD 57 funds identified in a particular line of the Financial Assistance Award will be made at the rate or rates set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award for services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the conditions in section IV.C of this service description.
- b. Expenditure-based payments: For each DD 57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on reimbursement for actual expenditures incurred in delivering DD 57 Services under that line of the Financial Assistance Award during the period specified in that line, and made in accordance with a line-item budget set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award,, subject further to the conditions in section IV.C of this service description.
- c. Product-based payments: For each DD 57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on delivery of the product that conforms with the requirements for that product as specified in the applicable Specialized Service Requirement or Special Conditions in the

Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

2. Disbursement of funds:

- a. Part A Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD 57 Services in a particular line of the Financial Assistance Award with an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
  - 1) Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  - 2) Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 57 Services.
  - 3) Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 57 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- b. Part C Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD 57 Services in a particular line of the Financial Assistance Award with a "C" in column one to County upon Department's receipt of County's properly completed invoice and completion of work to Department's satisfaction.

B. DD 57 "Approved Start-Up" (funds listed in Column 5 of the Financial Assistance Award)

1. Basis of Payment: Department payment for DD 57 Services funded as Approved Start-Up in a particular line of the Financial Assistance Award and delivered under this Agreement is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD 57 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the requirements in Department's Financial Procedures Manual.
2. Disbursement: Department will disburse DD 57 Approved Start-Up funds specified in a particular line of the Financial Assistance Award upon Department's receipt of County's properly completed "Request for Payment of Start-Up Funds", subject to the requirements in Department's Financial Procedures Manual.

C. All DD 57 Funds: In addition to the payment procedures specified separately above, for DD 57 Approved Service Funds, and DD 57 Approved Start-Up, the following payment procedures apply to all DD 57 funds included in the Financial Assistance Award:

1. Basis of payment
  - a. Total payment for all DD 57 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 57 Services as specified in that line of the Financial Assistance Award.
  - b. Department is not obligated to pay for any DD 57 Services that are not properly reported to Department through a method permitted or required by an applicable Specialized Service Requirement, a Special Condition in the Financial Assistance Award, or, in the case of "Approved Start-Up" funds, the Department's Financial Procedures Manual, by the date 45 days

after expiration or termination of this Agreement, whichever date is earlier.

2. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD 57 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the appropriate basis of payment, as described above.



Service Name: **DD NON-RELATIVE FOSTER HOMES**

Service I.D. Code: **DD 58**

**I. Service Description**

DD Non-Relative Foster Homes (DD 58) are residential care and services delivered in Foster Homes, as defined in OAR 309-040-0000 through 309-040-0100 and OAR 413-200-0100 through 413-200-0230 (as such rules may be revised from time to time), to individuals with developmental disabilities. DD 58 Services include: 24-hour supervision, the provision of room and board, and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities and access to services which help the individuals develop appropriate skills to increase or maintain their level of functioning.

**II. Performance Requirements**

- A. All individuals receiving DD 58 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- B. County must assist Department in licensing homes providing DD 58 Services funded by Department and serving individuals aged 18 and over, and in certifying homes providing DD 58 Services funded by Department and serving individuals under 18 years of age, by performing the following tasks within timelines required in the above-referenced administrative rules:
  - 1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (d) any other information necessary for licensing or certifying the residences.
  - 2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.

3. Assistance to currently-licensed and potential new foster homes providing DD 58 Services for individuals aged 18 and over, to meet statutory requirements for training and testing, by:

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

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

C. County must provide DD 48 Services (case management , including protective services as needed) to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD 58 Services funded by Department. County must provide the DD 48 Services in accordance with OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD 48 Services in the Financial Assistance Award.

D. County must comply with Specialized Service Requirement 50A.

### III. Special Reporting Requirements

County shall submit forms as required by Department to initiate, maintain, and terminate payments to providers for DD 58 Services funded by Department.

#### **IV. Payment Procedures**

The Department provides financial assistance for DD 58 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Non-Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD 58 lines that contain a "B" in column one. The Non-Relative Foster Home Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

- A. All payment rates authorized by County must meet the following requirements:
  - 1. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set, including but not limited to the state of the market for DD 58 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
  - 2. County may: (i) set different rates for delivery of DD 58 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD 58 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.
  - 3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.
- B. County shall not authorize, in aggregate, payments for DD 58 Services funded by Department in excess of the Non-Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

- C. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.
- D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.
- E. The Non-Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD 58 Services authorized by County will exceed the amount of the Non-Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Non-Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other DD service or services and the increase in the Non-Relative Foster Home Limitation.
- F. Department is not obligated to pay for any DD 58 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

Service Name: **DD RELATIVE FOSTER HOMES**

Service I.D. Code: **DD 59**

## **I. Service Description**

DD Relative Foster Homes (DD 59) are residential care and services delivered to individuals aged 18 or older with developmental disabilities who are family members of the DD 59 Services Provider. DD 59 Services include: 24-hour supervision, the provision of room and board, assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services that help the individuals develop appropriate skills to increase or maintain their level of functioning.

For purposes of this service description, "family member" and "relative" mean natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

## **II. Performance Requirements**

- A. All individuals receiving DD 59 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- B. An individual may receive DD 59 Services funded by Department only if:
  - 1. The individual was receiving DD 59 Services funded by Department on June 30, 2001; or
  - 2. County receives prior written approval from Department for the individual to receive DD 59 Services funded by Department beginning on or after July 1, 2001.
- C. County must provide DD 48 Services (Case Management, including protective services as needed), to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the

County, whichever area is larger) receiving DD 59 Services funded by Department. County must provide

the DD 48 Services in accordance with OAR 309-041-0375 through 30-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD 48 Services in the Financial Assistance Award.

### **III. Special Reporting Requirements**

- A. Provider Information: County shall provide the following information, in writing to Department's Office of Developmental Disability Services Licensing Unit, as necessary for Department to enter into, renew, or terminate direct contracts between Department and providers of DD 59 Services funded by Department:
1. Requests for contracts with new DD 59 providers must be submitted at least 60 days prior to the first day of DD 59 Services funded by Department;
  2. Requests to renew contracts for existing DD 59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and
  3. Requests to terminate contracts must be submitted no later than 30 days after termination of DD 59 Services funded by Department.
- B. Payment Forms: County shall submit forms as required by the local branch of the Department's Senior and Disabled Services Division or other office designated by Department, to initiate, maintain, and terminate payments to providers for DD 59 Services funded by Department.

#### **IV. Payment Procedures**

The Department provides financial assistance for DD 59 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD 59 lines that contain a "B" in column one. The Relative Foster Home Limitation is paid by Department directly to service Providers based on monthly rates authorized by County, subject to the following:

- A. All payment rates authorized by County must meet the following requirements:
  - 1. The rate must be reasonable under the facts and circumstances in existence at the time each the rate is set, including but not limited to the state of the market for DD 59 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
  - 2. County may: (i) set different rates for delivery of DD 59 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD 59 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.
  - 3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.
- B. County shall not authorize, in aggregate, payments for DD 59 Services funded by Department in excess of the Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

- C. The monthly rate may be prorated for any month in which the individual is not served for a portion of the month.
- D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.
- E. The Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD 59 Services authorized by County will exceed the amount of the Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in funds awarded for the other DD service or services and the increase in the Relative Foster Home Limitation.
- F. Department is not obligated to pay for any DD 59 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.



Service Name: **REGIONAL CRISIS AND BACK-UP SERVICES**

Service I.D. Code: **DD 157**

## **I. Service Description**

Regional Crisis and Back-Up Services (DD 157) consist of management of selected developmental disability services for a group of counties, including crisis intervention services as well as other services that can be delivered more effectively or economically on a regional basis. Funds awarded for DD 157 Services are generally used for: staff who coordinate and manage regional crisis service planning and payments; regional consultation, respite and other specialized resources needed to enhance or support developmental disability services within the region; and/or other activities as included in the approved Regional Crisis and Back-Up Services Plan.

## **II. Performance Requirements**

- A. Regional Crisis and Back-Up Services Plan: County shall submit a plan (the "Regional Crisis and Back-Up Services Plan", or, for purposes of this service description, the "Plan") for DD 157 Services funded through this Agreement. The Plan must, at a minimum:
1. Be prepared using forms and procedures designated by Department;
  2. Include a line item budget;
  3. Include approvals of the Plan by all counties identified in the Plan as comprising the region in which the DD 157 Services funded through this Agreement will be provided (the "Region");
  4. Be submitted to Department by August 15, 2001, or within 45 days of the initial award of DD 157 funds to County, whichever date is later;
  5. Specify services to be delivered with DD 157 funds provided under this Agreement. Services may include:
    - a. Coordination of Short-Term Diversion services in the Region: For purposes of this service description, "Short-Term Diversion", or "STD" services, means services needed on a temporary or

one-time basis by individuals with developmental disabilities who are eligible for, and at imminent risk of, civil commitment under ORS 427, or children with developmental disabilities who are at imminent risk of out-of-home placement. Coordination of STD services may include assisting counties in the Region to develop crisis service plans and resources, manage payments for those services, and other activities as may be specified in the Plan.

- b. Coordination of Long Term Diversion services in the Region: For purposes of this service description, "Long Term Diversion", or "LTD" services means new services or enhancements needed on a long-term or ongoing basis for individuals with developmental disabilities who are eligible for civil commitment under Oregon Revised Statutes (ORS) 427, or children with developmental disabilities who are at imminent risk of out-of-home placement. Coordination of LTD services must include development and implementation of policies and procedures for review and evaluation of requests for LTD funds for eligible individuals in the Region, recommending to the Department the approval or denial of LTD funding requests, ensuring that the total amount of LTD funds recommended for approval for services to individuals in the Region does not exceed the budgeted amount for the Region, as published by Department; and other activities as may be specified in the Plan. The Department will not unreasonably deny LTD funding requests recommended for approval under this Agreement.
- c. Coordination of access to residential and foster care services for individuals with developmental disabilities, by identifying vacancies, developing new providers, and referring appropriate individuals to those services.
- d. Development and coordination of resources and access to professional consultation and/or respite services needed to support or enhance Department-funded community developmental disability services.

- e. Other services agreed upon by counties in the Region.

Upon approval of the Regional Crisis and Back-Up Services Plan by Department, County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to add Special Conditions specifying additional performance and reporting requirements specific to implementation of the approved Plan during the term of this Agreement.

- B. Prior to execution of an amendment to the Financial Assistance Award to add Special Conditions specifying additional performance and reporting requirements specific to implementation of the approved Plan during the term of this Agreement, County shall continue to deliver, and Department shall, subject to section IV of this Service Description, reimburse County for expenditures incurred in delivery of, DD 157 Services consistent with the delivery of those services, and reimbursement of expenses related thereto, under the 1999-2001 County Financial Assistance Grant Agreement between Department and County.

### III. Special Reporting Requirements

- A. Long Term Diversion Individual Service Plans: The following reporting requirement applies when the Regional Crisis and Back-Up Services Plan approved by Department, and Special Conditions in the Financial Assistance Award for DD 157 Services, specify that the DD 157 Services to be provided under this Agreement include Coordination of Long Term Diversion Services in the Region.

Providers who coordinate Long Term Diversion Services in the Region with funds provided under this Agreement must submit to the Department (using forms and procedures designated by Department) a "Long Term Diversion Individual Service Plan" for each individual for whom the Provider recommends LTD funding to the Department. Each Long Term Diversion Individual Service Plan must include: name of county where funds are to be allocated; the name and date of birth of the individual to be served; amount of funds to be paid from the LTD budget for the Region; relevant services, name of proposed provider or providers of the

Services, CPMS number or numbers of the proposed provider or providers, dates of service in the LTD plan recommended for approval, and other information needed by Department to amend the appropriate county's Financial Assistance Award to add the approved LTD funds.

LTD Individual Service Plans must be submitted to the Department's Office of Developmental Disability Services (ODDS) Regional Coordinator or other ODDS staff person assigned to the relevant County.

- B. Regional Crisis and Back-Up Services Semi-Annual Reports: Providers of DD 157 Services funded under this Agreement must submit written reports in February and August of each year, in a format prescribed by Department, describing the Provider's activities, accomplishments, and expenses during the preceding half calendar year (July - December in the February report; January - June in the August report).
- C. Staff Time Sheets, for reporting Title XIX-related activities: Providers of DD 157 Services funded under this Agreement must submit time sheets, using forms and procedures designated by Department, for staff paid with DD 157 funds under this Agreement, to document the percentage of time eligible for billing to Department-administered Medicaid funds. The schedule for submission of time sheets will be determined by Department.
- D. Final Biennial Expenditure Report: Providers of DD 157 Services funded under this Agreement must submit a final report of actual revenues and expenditures of DD 157 funds paid under this Agreement, due within 45 days after the expiration or termination of this Agreement, whichever is earlier. Reports must be prepared using forms and procedures designated by Department.

#### IV. Payment Procedures

- A. Basis of payment: Department payment for DD 157 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD 157 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to the following:

- a. Personnel expenses (salaries, wages, payroll tax and fringe benefit costs) for delivery of DD 157 Services above and beyond the services normally delivered as part of Case Management services (DD 48).
- b. Operating expenses, such as office rent/lease, office utilities, telephone costs, office equipment rental and repair, office supplies, staff travel and staff training.
- c. Professional consultation and/or respite services needed to support or enhance Department-funded community developmental disability services.
- d. Administrative expenses, capital outlay, or other expenses not listed in sections IV(A)(1)(a) to (c) above, only if approved in writing by Department.

2. Total Department payment for all DD 157 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD 157 as specified in that line of the Financial Assistance Award.

3. Department is not obligated to pay for any DD 157 Services that are not properly reported to Department as required by this Agreement by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 157 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 157 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 157 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD 157 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD 157 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **A&D Special Projects**

Service ID Code: **A&D 60**

**I. Service Description**

A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time.

The specific A&D 60 services to be provided under this Agreement are described in Exhibit A&D 60-1, if any, to this A&D 60 service description, which exhibit is incorporated herein by this reference.

**II. Performance Standards**

See Exhibit A&D 60-1, if any, to this A&D 60 service description.

**III. Special Reporting Requirements**

See Exhibit A&D 60-1, if any, to this A&D 60 service description.

**IV. Payment Procedures**

See Exhibit A&D 60-1, if any, to this A&D 60 service description.

Even if the Financial Assistance Award awards funds for A&D 60 services, Department shall have no obligation to pay for any A&D 60 services under this Agreement (even if funds therefore are disbursed to County) unless a special project description is attached to this Service Description as Exhibit A&D 60-1.

Even if the Financial Assistance Award awards funds for A&D 60 services, Department shall have no obligation to disburse any funds for A&D 60 services under this Agreement unless a special project description is attached to this Service Description as Exhibit A&D 60-1.

Service Name: **ADULT ALCOHOL AND DRUG RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

**I. Service Description**

Adult Alcohol and Drug Residential Treatment Services (A&D 61) are services delivered to individuals 18 years of age or older who have a primary dependency on alcohol or drugs, are unable to live independently in the community, cannot maintain even a short period of abstinence and are in need of 24-hour supervision, treatment and care. The purpose of A&D 61 services is to support, stabilize and rehabilitate alcohol and drug dependent individuals to permit them to return to independent community living. A&D 61 services provide a structured environment for an individual on a 24-hour basis consistent with Level III of the chemical dependence, continued stay and discharge criteria set forth in OAR 415-015-0000 through 415-051-0155, as such rules may be revised from time to time, are appropriate to the individual's needs and include housing and food services, structured counseling, educational services, recreation services, self help group participation services and aftercare planning to support the gains made in treatment. A&D 61 services address the needs of diverse population groups within the community, with special emphasis on ethnic minorities.

**II. Performance Requirements**

Providers of A&D 61 services funded through this Agreement must comply with OAR 415-051-0000 through 415-051-0155, as such rules may be revised from time to time. Providers of A&D 61 services funded through this Agreement must also have a current license issued by the Department in accordance with OAR 415-012-0000 through 415-012-0090.

Providers of A&D 61 services funded through this Agreement must give priority access to such services first to individuals referred from the Department of Human Services and to individuals who are receiving Medicaid and then to individuals referred from within the region as such region is designated by the Department after consultation with County and relevant Providers. A&D 61 services funded through this Agreement may be delivered to individuals referred from any county within the region and no



priority or preference shall be given to individuals referred from any particular county with the region based on the referring county.

At least 65% of the A&D 61 services funded through this Agreement must be delivered to individuals receiving Medicaid. The remaining A&D 61 services funded through this Agreement may be delivered to individuals who need State support to finance their treatment, and who may or may not be eligible for Medicaid.

Providers of A&D 61 services funded through this Agreement must participate in client outcome studies conducted by Department.

### **III. Special Reporting Requirements**

No special reporting requirements.

### **IV. Payment Procedures**

A. Basis of Payment. Department payment for A&D 61 services identified in a particular line of the Financial Assistance Award will be made at the rate of set forth in special condition identified that line of the Financial Assistance Award for A&D 61 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 61 services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 61 services as specified in that line of the Financial Assistance Award.
2. Department is not obligated to pay for any A&D 61 services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60

days after the expiration or termination of this Agreement, whichever date is earlier.

- B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 61 services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 61 services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 61 services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 61 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **Housing Services for Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment**

Service ID Code: **A&D 62**

**I. Service Description**

Housing Services for Dependent Children Whose Parents are in Alcohol and Drug Residential Treatment (A&D 62) are housing services delivered to individuals who are dependent children age 18 and younger whose custodial parent is in adult alcohol and drug residential treatment.

**II. Performance Requirements**

Providers of A&D 62 services funded through this Agreement must comply with OAR 410-051-0000 through 410-051-0155, as such rules may be revised from time to time. Providers of A&D 62 services funded through this Agreement must also have a current license issued by the Department in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by the Department.

**III. Special Reporting Requirements**

No special reporting requirements.

**IV. Payment Procedures**

A. **Basis of Payment.** Department payment for A&D 62 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 61 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 62 services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 62 services as specified in that line of the Financial Assistance Award.

2. Department is not obligated to pay for any A&D 62 services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 62 services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 62 services
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 62 services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Division disbursements of funds awarded for A&D 62 under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement. AD62/5.30.01

Service Name: **CONTINUUM OF CARE SERVICES (A&D Track B)**

Service ID Code: **A&D 66**

I. **Service Description**

Continuum of Care Services (A&D Track B) (A&D 66) are services delivered to individuals who have lost control of their use of alcohol or other drugs. The purpose of A&D 66 services is to assist individuals in recovering from alcohol abuse or other drug dependency. A&D 66 services consist of case management, clinical care and aftercare delivered when therapeutically necessary and consistent with the clinical need of the individual. For purposes of A&D 66, case management, clinical care and aftercare have the following meanings:

**Case Management** services are flexible, community-based and client-oriented services that enhance the scope of the addiction treatment and recovery continuum by providing the individual with a single point of contact for multiple health and social service systems and assisting the individual in advocating for his or her needs. Case management services assist the individual with needs that generally are thought to be outside the realm of substance abuse treatment.

**Clinical Care** services are assessment services to determine the individual's appropriate diagnosis using the Standards For Outpatient And Residential Alcohol And Drug Treatment Programs (set forth in OAR 415-051-0000 through 415-051-0155, as such rules may be amended from time to time), tracking services to track the individual's progress in treatment, and assistance to the individual in accessing needed wraparound services.

**After Care** services are those services provided to individuals treatment to sustain their commitment to recovery and consist of ongoing intermittent contact by the individual with a treatment Provider including, but not limited to, telephone outreach, participation in individual or group counseling, self help groups and programs, and transitional housing.

A&D 66 services are provided at one of the following intensity levels as therapeutically necessary and consistent with the clinical need of the individual:

**Level I (Outpatient)** Non-residential treatment services provided to the individual in regularly scheduled face-to-face therapeutic sessions. Such services may include individual, group and family counseling, as well as long-term support for relapse prevention. The services may also include medically prescribed pharmacological agents, i.e., methadone, level-alpha-acetyl-methadol (LAAM), etc.

**Level II (Intensive Outpatient)** This level of service affords the individual the opportunity to remain in his or her existing environment (social, familial, vocational), while still benefiting from a therapeutic, structured program. It is a non-residential service consisting of multiple face-to-face contacts per week for individuals who cannot maintain stability over a 72-hour period. Some Level II Providers may provide evening services, day treatment services, or partial hospitalization. Such services may include individual, group and family counseling, as well as medically-prescribed pharmacological agents.

**Level III Non-medical Detoxification** This level of service provides twenty-four hour observation, monitoring and treatment for individuals who are suffering from alcohol or other drug intoxication or withdrawal.

## **II. Performance Standards**

Providers of Level I and II A&D 66 services funded through this Agreement must comply with OAR 415-051-0000 through 415-051-0155 and OAR 415-020-0000 through 415-020-0090, as such rules may be revised from time to time. Providers of Level III A&D 66 services funded through this Agreement must comply with OAR 415-050-0000 through 415-050-0095, as such rules may be revised from time to time.

With respect to each individual that Provider serves with funds provided under this Agreement, Provider shall deliver all A&D 66 services therapeutically necessary for the individual from the date Provider begins serving the individual through the date set forth in the Financial Assistance Award.

A Provider may not use A&D 66 funds provided under this Agreement to deliver A&D 66 Level I or Level II services to any individual eligible for Oregon Health Plan services. Providers must refer such individuals to their managed care plan for A&D 66 services, if the individual is enrolled in the Oregon Health Plan, or assist the individual with Oregon Health Plan enrollment if the individual is not enrolled in the Oregon Health Plan.

**III. Special Reporting Requirements**

No special reporting requirements.

**IV. Payment Procedures**

A. Basis of Payment. Department payment for A&D 66 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 66 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 66 services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 66 services as specified in that line of the Financial Assistance Award.
2. Department is not obligated to pay for any A&D 66 services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of Funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 66 services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 66 services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 66 services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 66 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement



Service Name: **DUII INFORMATION SERVICES**

Service ID Code: **A&D 68**

I. **Service Description**

DUII Information Services (A&D 68) are short-term (12 hours minimum) didactic alcohol and drug training and education services, with an emphasis on the effects of driving under the influence of intoxicants, delivered to individuals who have been charged with driving under the influence of intoxicants (DUII) for the first time and who are determined to be careless social drinkers. The purpose of A&D 68 Services is to provide alcohol and other drug education to persons who are at high risk for further problems with alcohol or other drugs.

II. **Performance Standards**

Providers of A&D 68 Services funded through this Agreement must comply with OAR 415-054-0005 through 415-054-0040, as such rules may be revised from time to time. Providers of A&D 68 Services funded through this Agreement must also have a current Letter of Approval issued by the Department in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time.

Providers of A&D 68 Services funded through this Agreement must meet the minimum curriculum, instructor, and hourly standards set forth in OAR 415-054-0005 through 415-054-0040, as such rules may be revised from time to time.

A&D 68 Services funded through this Agreement are limited to those individuals and services authorized under ORS 813.270 from the Intoxicated Driver Program Fund, and the DUII Reimbursement Guide.

### **III. Special Reporting Requirements**

Providers of A&D 68 Services funded through this Agreement must submit reports and other data and information to the Department as specified in the DUII Reimbursement Guide.

### **IV. Payment Procedures**

- A. Basis of Payment. Department payment for A&D 68 Services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the

Financial Assistance Award for A&D 68 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 68 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 68 Services as specified in that line of the Financial Assistance Award.
  2. Department is not obligated to pay for any A&D 68 Services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
- B. Disbursement of Funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 68 Services as specified in a particular line of the Financial Assistance Award, to County in

substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 68 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 68 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 68 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **PREVENTION SERVICES**

Service ID Code: **A&D 70**

**I. Service Description**

Prevention Services (A&D 70) are designed to reduce risk factors and increase protective factors associated with substance abuse. Prevention services are delivered to various population groups in accordance with the three prevention elements of the Institute of Medicine (IOM) Continuum of Care. The IOM prevention elements include Universal, Selective, and Indicated Prevention. Universal prevention addresses the entire population with messages and programs aimed at preventing or delaying the use of alcohol, tobacco and other drugs. Selective prevention targets subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment. Indicated prevention targets individuals who do not meet criteria for addiction but who are showing early danger signs and is designed to prevent the onset of substance abuse.

Prevention Services that may be funded through this Agreement range from prevention to early intervention. Examples of specific prevention strategies include: support for parent groups focusing on alcohol, tobacco and other drug use issues; training of school staff in school policy to incorporate procedures for preventing and managing alcohol and drug use problems; effective alcohol, tobacco, and other drug problems prevention curricula; student assistance programs; programs directed at reducing risk factors that lead to adolescent alcohol, tobacco and other drug use, strategies to improve the environment for citizens by improved public policy regarding alcohol consumption, etc.

**II. Performance Requirements**

County shall implement the A&D 70 Services plan (the "Prevention Plan") attached to this A&D 70 Service Description as Exhibit A&D 70-1.

Provider's of A&D 70 Services funded through this Agreement must comply with OAR 415-056-0000 through 415-056-0025, as such rules may be revised from time to time and must have a current Letter of Approval issued

by Department in accordance with OAR 415-012-0090 through 415-012-0090, as such rules may be revised from time to time.

### **III. Special Reporting Requirements**

- A. All Providers of A&D 70 Services funded through this Agreement must collect and report to the Department at least monthly using software supplied by Department, the data and other information required by the information system developed by the federal Department of Health and Human Services' Center for Substance Abuse Prevention (the data and information to be collected is known as the Minimum Data Set).
- B. County must submit to Department no later than August 31 of each year during the term of this Agreement a standardized annual report describing the A&D 70 Services delivered pursuant to the Prevention Plan during the one year period ending on the immediately prior June 30. The annual reports must describe County's expenditure and County's success in achieving projected process, educational, attitudinal, and behavioral objectives contained in the Prevention Plan. The award of funds to County for A&D 70 Services in future periods will depend, in large part, upon Department's assessment of the County's achievement of the objectives contained in the Prevention Plan

### **IV. Payment Procedures**

- A. Basis of payment. Department payment for A&D 70 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering A&D 70 Services under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
  - 1. Total Department payment for all A&D 70 delivered under a particular line of the Financial Assistance Award shall not

exceed the total funds awarded for A&D 70 Services as specified in that line of the Financial Assistance Award.

2. Department is not obligated to pay for any A&D 70 Services that are not properly reported to Department as described in this Service Description or an applicable Specialized Service Requirement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 70 Services, in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in the Financial Assistance, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 70 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 70 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Division disbursements of funds awarded for A&D 70 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual expenditures incurred by a Provider in delivering A&D 70 Services under that line of the Financial Assistance Award during the period specified on that line, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

A&D70(5.30.01)

**2001-2003 PREVENTION (A&D70)  
PROCESS OBJECTIVES**

County MULTNOMAH COUNTYAgency DEPARTMENT OF COMMUNITY & FAMILY SERVICES

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
1P N/A	N/A	100% Universal  Community-based process	Provide technical assistance to OADAP funded prevention programs to assure compliance with program objectives.	Monthly Minimum Data Set reports for Prevention Coordinator, prevention annual reports	Multnomah County
2P N/A	N/A	100% Universal  Community-based process	Promote collaboration and integration of prevention services in accordance with the State Incentive Cooperative agreement (SICA) through 9/30/01.	Documentation of process and periodic progress reports to OADAP	Multnomah County
3P School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). Youth as resources (29%) adult role models (26%)	Academic failure, commitment to school	Selective/ Education	Hold a minimum of 5 social competency groups for students at various Touchstone site that meet weekly with 5-7 participants	Group attendance logs	Touchstone
4P Average income for Columbia Villa/Tamarack residents is at or below 150% of federal poverty. Evictions from CVT are primarily related to drug use.	Community disorganization; Transitions/mobility, Community norms favorable toward drug use, firearms, and crime.	Indicated; Alternatives	CVT: Identify 10 core youth to be served through individualized services and mentoring.	Service activity log: Monthly MDS reports	Tualatin Valley Centers



Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
5P Over 80% of households are headed by single females under age 30. Over 50% of CVT residents are under 18, half of whom are under 8, 100% of the youth currently served are between 7 & 12, living with parents or guardians.	Family Management Problems; Parental attitudes toward and involvement in problem behaviors; Early school failure; Family Bonding.	Selective: Information dissemination	CVT: Host quarterly events for 15 parents to provide information and facilitate dialogue regarding family oriented prevention issues.	Service activity logs; Monthly MDS reports; Client logs	Tualatin Valley Centers
6P—See 5P	See 14P	Indicated; Prevention Education	CVT: Provide 6 12-week series of skill building groups at two elementary schools for 36 youth to increase self-efficacy and impulse control.	Service Activity Logs Monthly Reports	Tualatin Valley Centers (in collaboration with Janus Youth Programs, Ball & Clarendon Elementary schools)
7P—See 5P	See 14P	Selective services	CVT: Provide 80 sessions of After School programs, including computer training, tutoring, and therapeutic recreation for 75 unduplicated youth aged 6-12 years.	Service Activity Logs Monthly Reports	Tualatin Valley Centers (in collaboration with Janus Youth Programs, the Housing Authority of Portland, Multnomah County)

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
8P Students attending Vocational village High School have been unsuccessful in other school settings due to school failure, problem behaviors, poor parental support, substance abuse, and poor social skills.	Early initiation of problem behaviors; School failure; Early aggressive behaviors; Pro-social skills Pro-social bonding	Selective/ Prevention education	VVHS: Provide at least 32 sessions (three 8-week series) of skill building groups.	Service Activity Logs Client Log INFOS Monthly MDS reports	Tualatin Valley Centers in collaboration with Vocational Village High School. Asian American Skills groups provided by TVC, culturally representative staff, funded through the In The Community Contract with Multnomah County.
9P Students from all of Multnomah County attend VVHS, but there is a 400% turnover each year. Further, 20% of the VVHS staff have retired since 1997.	School bonding; Early school failure; Friends who have favorable attitudes toward or participate in substance abuse, school failure and crime	Universal/ Community-based processes	VVHS: The Prevention Specialist will facilitate community building among VVHS staff through providing: <ul style="list-style-type: none"> <li>• 5 Team building interactive activities during weekly staff meetings.</li> <li>• 50 hours of consultation with staff re: community building..</li> </ul>	Service activity logs Monthly MDS reports	Tualatin Valley Centers
10P—See 9P	See 16P	Selective/ Prevention education	VVHS: Provide 10 sessions of leadership training and skill building services for 6 VVHS students.	Service activity logs, Monthly MDS reports	Tualatin Valley Centers in collaboration with VVHS
11P—See 9P	See 16P	Selective/ Information dissemination	VVHS: Provide 10 community education program for Transition Class participants, providing 100 youth contacts.	Service Activity Logs Monthly Reports	Tualatin Valley Centers in collaboration with VVHS

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
12P A majority of VVHS students abuse alcohol, tobacco and other drugs, while others have failed previous schools as a result of substance use. Prior VVHS recovery group participants report that the majority of their friends and parents abuse alcohol, tobacco, and other drugs.	Early initiation of problem behaviors; Parental attitudes are favorable toward ATOD use. Parental participation in problem behavior. Friends attitudes and behaviors are favorable toward ATOD use.	Indicated/ Problem identification and referral	VVHS: Provide 40 initial ATOD screens per year for students with histories indicating ATOD abuse or who have PPS drug violations.	Service activity logs Monthly MDS reports	Tualatin Valley Centers
13P 30% tardiness/yr; 7% absentee rate/yr.; 20% student turnover rate; 120 students with unsatisfactory academic performance/yr.; increasing reports of aggression among K-3 including 2 knives at school with 7 year olds in one week.	School Bonding Early aggressive beh. Early school failure; Parents with history of problem behaviors; Friends attitudes favorable toward problem behavior; Individual characteristics; Transitions/ mobility Pro Social Skills	Indicated/ Prevention education	Provide 6 Social Skills groups (8-10 sessions) for 18, 1 <sup>st</sup> -3 <sup>rd</sup> grade students, per year, including anger management and self-management skills.	Service activity log Monthly MDS reports	Tualatin Valley Centers; Harold Oliver Primary School; Lynch View School.
14P—See 13P	See 19P	Selective/ Prevention education	Provide 16 skill building groups (8-10 sessions) for 80 (98), 4 <sup>th</sup> -6 <sup>th</sup> grade students per year, based on current school/student needs, such as anger management, children from drug affected families, and conflict resolution.	Service activity log Monthly MDS reports	Tualatin Valley Centers at Harold Oliver Intermediate School; Lynch View School

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
15P Increasing reports of parents who use alcohol and other drugs; Increasing crime reports in immediate community	Community norms favorable toward problem behaviors; Parents with histories of problem behaviors.	Universal/ Information dissemination	Provide 20 classroom presentations regarding ATOD for 400 youth per year.	Service activity log Monthly MDS reports	Tualatin Valley Centers
16P—See 15P	See 15P	Universal/ Community-based processes	Provide at least 50 hours per year of consultation and training services for school staff regarding ATOD prevention with students and their families.	Service activity log Monthly MDS reports	Tualatin Valley Centers
17P Alone at home 2+ hours/school day (68%), TV/videos 3+ hours/school day (60%) Feelings about neighborhood (student survey)	Low neighborhood attachment, rebelliousness, anti-social behavior	Selective/ ATOD-free activities	After-School Recreation: At Dishman Gymnasium: swimming, basketball, water basketball, boxing, Ping-Pong, roller-skating. (goal: 12 children (8-14 years) 2x/week. 2 Field trips.	Sign-up lists ( <i>Reported in monthly MDS reports</i> )	Oregon Concilio/ OCCADA @ Villa de Clara Vista
18P 26% of youth report positive adult role models: Assets survey	Low neighborhood attachment, community disorganization	Selective/ Prevention Education	Train youth interns in ATOD prevention (goal: 2 volunteer interns), to work with families & children on ATOD prevention.	Count of volunteer interns, attendance records, retention of volunteer interns in program	Oregon Concilio/ OCCADA
19P Negative feelings about neighborhood (student survey)	Low neighborhood attachment, community disorganization	Selective/ Information Dissemination	Distribute quarterly newsletter highlighting Hispanic issues	Newsletter circulation, # issues	Oregon Concilio/ OCCADA
20P Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Education	Implement at least 3 workplace parent trainings for 45 persons.	Sign up lists at parent trainings.	Regional Drug Initiative
21P Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Education	Conduct at least 3 evaluation trainings for trainers from Oregon National Guard and other participating organizations.	Attendance list from evaluation trainings.	Regional Drug Initiative

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
22P Multnomah County Urgent Benchmarks: High number of children in poverty. Community has a poverty rate of 30.8% as listed in the 1995 Census. Of specific concern is the access to health care and information	Extreme Economic Deprivation	Universal/ Information Dissemination	Sponsor a Readiness Fair for 500 North Portland residents. Provide health and prevention information and access to services via providers on site i.e. ATOD information, Oregon Health Plan Screeners, vision screening, immunizations, school readiness.	Number of attendees. Number and types of services offered.	Caring Community of North Portland
23P Benchmark: High school completion; Roosevelt Cluster have only 18 of the proven 40 assets (Asset Survey);lack of adult support, lack community support; high referrals to Student Attendance Initiative	Low neighborhood attachment; new neighborhood residents; low volunteerism and participation	Universal/ Information dissemination; Alternative activities; Parental attitudes	Implement Community Fit for Children plan to promote peace and safety through collaboration with North Portland community partners by creating and enhancing opportunities for children, youth and families  Recruit and provide technical assistance to Action Teams in developing and implementing annual work plans.	# meetings with community partners  # meetings of Family Strengths Action Team, Peace Action Zone, After-School and Summer Activity Teams	Caring Community of North Portland
24P Number of youth with access to ATOD free activities	Lack of commitment to school Community laws and norms	Selected/ Prevention education Information dissemination  Universal/ Alternative Information dissemination	Build community infrastructure around prevention program by:  Reconstituting Prevention Action Team (Goal: at least 8 team meetings)  Establishing employer education breakfast program (Goal: consistently disseminate ATOD materials)	Number of hours Number of participants  Number of participants, Number of meetings  # ATOD materials disseminated	ECCC (East County Caring Community—formerly GAPP)
25P High school completion, school success, opportunities for educational opportunities and social development	School bonding	Universal/ Information dissemination Prevention education	Reach parents of 200 kindergarten students at early childhood fair (Ready, Set, Go Fair) to help children and parents transition to kindergarten  Increase prevention focus by building relationship with partners (goal: increase participation by at least two partners)	Number of attendees  # of community partners participating in fair	ECCC (East County Caring Community—formerly GAPP) Touchstone, Head Start Early Childhood program

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
26P Benchmark: School readiness, school success, 100% high school completion	Lack of commitment to school, academic failure	Universal/ Information dissemination, Positive alternative activities	Establish Parent Involvement/Prevention Team: recruit 8-12 members.  Hold 8 meetings/school year  Establish After-School Activities Team: recruit 12-15 members  Obtain funding for school-based health clinic for ATOD health screenings	Number of members  Number of meetings	Franklin Caring Community
27P Poor family management—student survey	Family management	Universal/ Information	Hold 3 forums and distribute at least 300 educational materials on ATOD prevention	Number of forums held Number of educational materials distributed	Grant/Madison Caring Community
28P Juvenile arrest data	Anti-social behavior	Universal/ ATOD free Activities	Provide alternative youth activities in at least 1 neighborhood churches on 4 non-school weekdays.	Number of activity sites Number of youth attending	Grant/Madison Caring Community
29P School attendance; Assets: Caring school environment, creative activities, adult role models	Academic failure, Lack of commitment to school	Universal/ youth/adult leadership functions	Recruit at least 400 parents to become active in high school programs	Number of parents participating	Grant/Madison Caring Community
30P Assets Survey	Low neighborhood attachment, community disorganization	Universal/ Information	Create and disseminate monthly newsletter that includes A&D information and promotes school activities	Number of newsletters distributed	Grant/Madison Caring Community
31P How wrong is it to use ATOD? (Student Survey Data)	Community Laws and norms Bonding	Universal/ Information dissemination prevention education	Provide 2-day Every Fifteen Minutes event at Cleveland High School for 266 seniors	Number of attendees	Inner SE Caring Community (ISCC)
32P How wrong is it to use ATOD? (Student Survey Data)	Community Laws and norms Bonding	Universal/ Information dissemination prevention education	Train 30 seniors to perform in Every Fifteen Minutes activities/skit at Cleveland High School	Number of participants	ISCC

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
33P Opportunities for school and community involvement (student survey data)	Community laws and norms Bonding	Universal/ Positive alternative activities	Collaborate with 4 community partners to provide alternative activities for middle school students.  Meet at least 6x per year to plan activities for middle schools.  Supervise Hosford Middle School activities serving 60 students per week for 32 weeks	Number of community partners  Number and type of activities  Number of meetings with community partners  Number of students attending Number of weeks activities offered	ISCC Hosford Middle School Boys & Girls Club
34P Opportunities for school and community involvement (student survey data)	Bonding	Universal/ Alternative Activities	Supervise staff person at Cleveland High School who runs table tennis activities  Provide table tennis for 50 youth/week during school weeks.	Number of meetings with Cleveland HS staff  Number of youth served	ISCC Cleveland High School
35P Opportunities for school and community involvement (student survey data)	Bonding	Universal/ Alternative Activities	Meet with Americorps staff to assure Community Service Learning program for 150 students	Number of meetings with Americorps staff Number of youth participating	ISCC Americorps
36P School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). Youth as resources (29%) adult role models (26%)	Low neighborhood involvement  Community laws and norms  Adult role models	Universal/ Prevention education Information dissemination Leadership & Skill building	Establish Youth and Law Enforcement Advisory Council for NE Precinct Hold at least 9 meetings during school year. Increase # of community partners (goal: add at least 2 new partners)  Increase # of youth participating (goal: 1-2 each school)	Number of meetings  Number of community partners  Number of youth attending  Attendance sheets, MDS reports	Jefferson Caring Community, Office of Neighborhood Development, Jefferson High School, Alternative Schools
37P School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). Youth as resources (29%) adult role models (26%)	Bonding Healthy & Clear Standards Adult role models	Universal/ Mentoring	Provide students with a positive relationships through adult mentoring for the school year (goal: increase number of mentors and matches by 25% vs. prior year)	Number of mentors  Number of mentees/matches	Mid County Caring Community, Parkrose and David Douglas elementary schools

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
38P Improve academic opportunity and success. Benchmarks (Mult. Co. and Oregon DHS): High School completion; systems change: human services and educational reform; service integration across sectors	School Bonding; Family Management	Universal/ Information dissemination; Education	Hold two events for youth and parents: Back to School Fair and Winter Warming Festival  Provide health and prevention information and access to services	Number attending events  Number and types of services offered	Outer Southeast Caring Community
39P Improve academic opportunity and success. Assets; Benchmarks (Mult. Co. and Oregon DHS): High School completion; systems change: human services and educational reform; service integration across sectors	School Bonding; Family Management	Universal/ Information dissemination; Education	Support Family Involvement Team in conducting parent-to-parent workshops. Goal: retain 8 parents for four workshops. Enlist partners for asset-building workshops	Number meetings of Family Involvement Team  Number of partners participating (goal: 2)	Outer Southeast Caring Community, SUN Coordinator, Take the Time Coordinator
40P High percentage of alcohol consumption at school functions; reports of parents providing alcohol at pre-functions	Peer attitudes, Parental attitudes, community norms	Universal/ Information dissemination Prevention education	Build Prevention Action Team  Establish prevention programming at Lincoln High School  Establish relationship with Wilson High School preliminary to establish program	# meetings (9 per school year) # new partners (business owners, OLCC) # meeting at Lincoln High School  # meetings with Wilson High School	West District Caring Community,



**2001-2003 PREVENTION (A&D70)  
EDUCATIONAL OBJECTIVES**

**FORM B**

County MULTNOMAH COUNTY

Agency DEPARTMENT OF COMMUNITY & FAMILY SERVICES

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
3E School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). youth as resources (29%) adult role models (26%)	Academic failure, Commitment to school	Selective/ Education	50% of students will report improved knowledge of peer relationship skills	Questionnaire	Touchstone
6E Over 80% of households are headed by single females under age 30. Over 50% of CVT residents are under 18, half of whom are under 8, 100% of the youth currently served are between 7 & 12, living with parents or guardians	Early school failure; Pro-social bonding	Selective/ Alternative	100% of participants in the computer training component of the after school clubs will gain new computer skills and knowledge.	Program Evaluation Form	Tualatin Valley Centers (in collaboration with the Housing Authority of Portland: Drug Elimination Team – Computer Learning Center)
8E Students attending Vocational village High School have been unsuccessful in other school settings due to school failure, problem behaviors, poor parental support, substance abuse, and poor social skills	Early initiation of problem behavior; Early aggressive behaviors; Pro-social skills Pro-social bonding	Selective/ Prevention education	VVHS: 75% of students participating in skill building groups will report increased knowledge regarding problem solving, anger management skills, and relevant topics.	Student interviews Client satisfaction surveys	Tualatin Valley Centers in collaboration with VVHS.
11E Students from all of Multnomah County attend VVHS, but there is a 400% turnover each year. Further, 20% of the VVHS staff have retired since 1997.	School Bonding; Early school failure; Friends attitudes favorable toward problem behavior.	Selective/ Prevention Education	80% of youth participating in community education sessions will report an increased knowledge of ATOD, based on self-report.	Classroom survey	Tualatin Valley Centers in collaboration with VVHS.

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
15E Increasing reports of parents who use alcohol and other drugs; Increasing crime reports in immediate community	Community norms favorable toward problem behaviors; Parents with histories of problem behaviors.	Universal/ Information dissemination	80% of youth participating in classroom presentations will report increased knowledge of ATOD issues.	Student satisfaction surveys	Tualatin Valley Centers
18E 26% of youth report positive adult role models: Assets survey	Low neighborhood attachment, rebelliousness, anti-social behavior	Selective/ Education	100% volunteer interns (goal: 2 interns) to complete Oregon Concilio Certificate of Prevention training program.	Assess progress through on-going monitoring and evaluation  # Certificates	Oregon Concilio/ OCCADA)
20E Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Education	Participants completing the class will demonstrate significant improvement in substance abuse knowledge.	Pre and post test "Parent Substance Knowledge and Opinion Survey"	Regional Drug Initiative
21E Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Education	Participants completing will have increased knowledge of Parent Project evaluation methods	Post test	Regional Drug Initiative
22E Multnomah County Urgent Benchmarks: High number of children in poverty. Community has a poverty rate of 30.8% as listed in the 1995 Census. Of specific concern is the access to health care and information	Extreme Economic Deprivation	Universal/ Information Dissemination	75% of fair attendees completing questionnaires will indicate they learned about new services  50% will report they obtained ATOD information	Readiness Fair "Passport" questionnaire (post)	Caring Community of North Portland

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
25E High school completion, school success, opportunities for educational opportunities and social development	School bonding	Universal/ Information dissemination Prevention education	75% of Read Set Go Fair attendees completing questionnaires will indicate they learned about new services  50% will report they obtained ATOD information	Kindergarten Fair "Passport" questionnaire (post)	ECCC (East County Caring Community—formerly GAPP) Touchstone, Head Start Early Childhood program
27E Poor family management—student survey	Family management	Universal/ Information	75% of students/parents attending report greater knowledge about ATOD	Program evaluation	Grant/Madison Caring Community
38E Improve academic opportunity and success. Benchmarks (Mult. Co. and Oregon DHS): High School completion; systems change; human services and educational reform; service integration across sectors	School Bonding; Family Management	Universal/ Information dissemination; Education	75% of parents attending Back to School Fair and Winter Warming Festival who completed questionnaires will indicate they learned about new services  50% will report they obtained ATOD information	Back to school fair and winter festival "passport" questionnaires	Outer Southeast Caring Community

**2001-2003 PREVENTION (A&D70)  
ATTITUDINAL OBJECTIVES**

**FORM B**

County MULTNOMAH COUNTY

Agency DEPARTMENT OF COMMUNITY & FAMILY SERVICES

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
4A Average income for CV/T residents is at or below 150% of federal poverty. Evictions from CV/t are primarily related to drug use.	Community Disorganization; Community norms favorable toward drug use, crime, and firearms; Parental attitudes favorable toward or participation in problem behavior; Pro-social bonding.	Indicated/ Alternatives, Prevention Education	65% of core group will show improvement on Individual Protective Factor Index (modified) pre and posttest.	Client logs, Monthly reports	Tualatin Valley Centers CV/T Community Service Partners.
6A Over 80% of households are headed by single females under age 30. Over 50% of CVT residents are under 18, half of whom are under 8, 100% of the youth currently served are between 7 & 12, living with parents or guardians	Family Management Problems; Parental attitudes toward and involvement in problem behaviors; Early school failure; Family Bonding.; School Bonding.	Indicated/ Prevention Education	60% of participants in skill building groups will show an increase in self-efficacy, self-control, and school attachment.	Individual Protective Factor Index (modified) pre and post test Key protective factors	Tualatin Valley Centers (in collaboration with Janus Youth Programs, Ball Elementary School, Clarendon Elementary School, George Middle School, and Portsmouth Middle School).
9A Students from all of Multnomah County attend VVHS, but there is a 400% turnover each year. Further, 20% of the VVHS staff have retired since 1997.	School Bonding Transitions/mobility School failure	Universal: Community Based Processes	80% of VVHS staff will report favorable experiences with community building services and consultation provided by Prevention Specialist.	Satisfaction Surveys	Tualatin Valley Centers

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
13A 30% tardiness/yr; 7% absentee rate/yr.; 20% student turnover rate; 120 students with unsatisfactory academic performance/yr.; increasing reports of aggression among K-3 including 2 knives at school with 7 year olds in one week.	School bonding Early school failure Early aggressive behavior Parents with histories of problem behavior Friends attitudes favorable toward problem behavior Individual characteristics Transitions/mobility Pro Social Skills	Selective/ Prevention Education       Indicated/ Prevention Education	80% of 4 <sup>th</sup> -6 <sup>th</sup> grade youth participating in skill building groups will show an improvement in self-efficacy, school attachment, and self-control.  75% of 6 <sup>th</sup> grade students participating in school transition groups will show an improvement in self-efficacy and school attachment.	Pre/Post Individual Protective Factor Index (modified)  Pre/Post Individual Protective Factor Index (modified)	Tualatin Valley Centers Tualatin Valley Centers
16A Increasing reports of parents who use alcohol and other drugs; Increasing crime reports in immediate community	Community norms favorable toward problem behaviors.	Universal: Community processes.	75% of school staff who are randomly surveyed will report positive or improved views of TVC services (staff training and consultation).	Satisfaction Survey	Tualatin Valley Centers
17A Alone at home 2+ hours/school day (68%), TV/videos 3+ hours/school day (60%) Feelings about neighborhood (student survey)  Feelings about neighborhood (student survey)	Low neighborhood attachment, rebelliousness, anti-social behavior	Selective/ATO D-Free Activities, prevention education	70% of participants will have improved cooperation & more positive attitudes towards peers	Questionnaire ( <i>End of year youth survey forms and parent survey forms n = 9 children; 5 parents of 11 children</i> )	Oregon Concilio/ OCCADA @ Villa de Clara Vista
19A Feelings about neighborhood (student survey)	Low neighborhood attachment, community disorganization	Selective/ Information dissemination	75% respondents will report positive attitude about neighborhood	Newsletter Questionnaire	Oregon Concilio/ OCCADA
20A Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Educational	Parents will demonstrate significantly less favorable attitudes toward substance abuse.  50% of parents will report the program helped increase their self confidence.	Pre and post test "Parent Substance Knowledge and Opinion Survey"  Post "Participant Satisfaction Survey"	Regional Drug Initiative

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
22A Multnomah County Urgent Benchmarks: High number of children in poverty. Community has a poverty rate of 30.8% as listed in the 1995 Census. Of specific concern is the access to health care and information	Extreme Economic Deprivation	Universal/ Information Dissemination	75% of parents who complete questionnaire will report that they and their children feel more ready to go back to school	Readiness Fair "Passport" questionnaire (post)	Caring Community of North Portland
29A School attendance; Assets: Caring school environment, creative activities, adult role models	Academic failure, Lack of commitment to school	Universal/ youth/adult leadership functions	50% of students participating in programs report positive or improved views toward school/community	Survey of program participants	Grant/Madison Caring Community
31A How wrong is it for kids to use ATOD? (Student Survey Data)	Community laws and norms Bonding	Universal/ Information dissemination Prevention education Alternatives	80% of students responding will report that using driving after using ATOD is dangerous.	Post program survey	ISCC School staff
33A Opportunities for school and community involvement (Student Survey Data)	Community laws and norms Bonding	Universal/ Information dissemination Prevention education Alternatives	80% of students completing survey will report increased connection/ bonding to schools	Post program evaluation	ISCC School staff
34A Opportunities for school and community involvement (student survey data)	Bonding	Universal/ Alternative Activities	75% of youth participating in Community Service Learning will feel more connected with school	Post questionnaire	ISCC Americorps

**2001-2003 PREVENTION (A&D70)  
BEHAVIORAL OBJECTIVES**

**FORM B**

County MULTNOMAH COUNTY

Agency DEPARTMENT OF COMMUNITY & FAMILY SERVICES

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
1B  N/A	N/A	100% Universal	80% of Multnomah County prevention program objectives will be achieved.	Minimum Data Set reports for prevention providers Annual reports	Multnomah County
2B  N/A	N/A	100% Universal  Community-based process	Prevention Coordinator will meet regularly with Caring Communities and other prevention providers	Participating providers  Number of meetings	Multnomah County
3B School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). Youth as resources (29%) adult role models (26%)	Academic failure, Commitment to school	Selective, Education	40% of participants will demonstrate a reduction of school absences over previous quarter	School records	Touchstone
4B Average income for CV/T residents is at or below 150% of federal poverty. Evictions from CV/t are primarily related to drug use.	Early school failure; Pro-social bonding; Early aggressive behaviors; Family management problems	Indicated/ Alternatives, prevention education	CVT: 75% of parents and teachers of core group will report improved social behaviors and class participation of targeted youth.	Behavior report from parents and teachers in school	Tualatin Valley Centers
8B Students attending Vocational village High School have been unsuccessful in other school settings due to school failure, problem behaviors, poor parental support, substance abuse, and poor social skills.	Early initiation of problem behaviors; Pro-Social Skills Pro-Social Bonding	Selective: Prevention Education	VVHS: 85% of students participating in skill building groups will be able to demonstrate skills taught in the group.	Demonstration of skills in role play	Tualatin Valley Centers in collaboration with VVHS.

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
13B 30% tardiness/yr; 7% absentee rate/yr.; 20% student turnover rate; 120 students with unsatisfactory academic performance/yr.; increasing reports of aggression among K-3 including 2 knives at school with 7 year olds in one week.	School bonding Early school failure Early aggressive behavior Parents with histories of problem behavior Friends attitudes favorable toward problem behavior Individual characteristics Transitions/mobility Pro Social Skills	Selective: Prevention Education      Selective: Alternatives    Indicated: Prevention Education	Teachers of 1 <sup>st</sup> -3 <sup>rd</sup> grade students participating in skill building groups will report improved classroom management skills for 60% of the youth.   100% of youth participating in individual mentoring and tutoring services will show improved class behavior.	Satisfaction Survey     Teacher reports School records	Tualatin Valley Centers  Tualatin Valley Centers  Tualatin Valley Centers
20B Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Education	50% of parents will report the program helped increase their family management skills	Post "Participant Satisfaction Survey"	Regional Drug Initiative
21B Poor family mgmt—student survey Asset survey: :positive family communication 30%; parent involvement in schooling 35%; adult role models 26%	Family management, Parent involvement, Role models	Universal/ Education	100% of trainers will meet evaluation requirements	Evaluation reports	Regional Drug Initiative
22B Multnomah County Urgent Benchmarks: High number of children in poverty. Community has a poverty rate of 30.8% as listed in the 1995 Census. Of specific concern is the access to health care and information	Extreme Economic Deprivation	Universal/ Information dissemination	40 attendees at the Readiness Fair will apply for enrollment in the Oregon Health Plan	"Passport" survey of Fair attendees	Caring Community of North Portland



Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
23B Benchmark: High school completion; Roosevelt Cluster have only 18 of the proven 40 assets (Asset Survey); lack of adult support, lack community support; high referrals to Student Attendance Initiative	Low neighborhood attachment; new neighborhood residents; low volunteerism and participation	Universal/ Information dissemination; Alternative activities; Parental attitudes	Implementation of Community Fit for Children plan elements achieved through community partners and activities	Action Team work plan development  Activities of Family Strengths Action Team, Peace Action Zone, After-School and Summer Activities Action Teams	Caring Community of North Portland
24B Number of youth with access to ATOD free activities	Lack of commitment to school Community laws and norms	Selected/ Prevention education Information dissemination  Universal/ Alternative Information dissemination	Establish a new Prevention Action Team  Increase in prevention focus in ECCC activities  Establish employer education breakfast program	Caring Community Coordinator records, meeting minutes  Mailings, materials distributed, activities completed  Employer breakfast evaluation tools	ECCC (East County Caring Community—formerly GAPP)
26B Benchmark: School readiness, School success, 100% high school completion	Lack of commitment to school, academic failure	Universal/ Information dissemination, Positive alternative activities	Parent Involvement/Prevention Team will be functioning  After-School Activities Team will be functioning  ATOD health screenings will be available at school-based health clinic	Number of members  Number of meetings  Health clinic data	Franklin Caring Community
28B Juvenile arrest data	Anti-social behavior	Universal/AT OD-free activities	70% of students in alternative youth activities will develop new skills.	Teacher observation	Grant/Madison Caring Community
31B How wrong is it to use ATOD? (Student Survey Data)	Community Laws and norms Bonding	Universal/ Information dissemination prevention education	10% fewer students who attended EFM event will report they decided against attending an event where alcohol or drugs were used. (Do you plan to attend a party where ATOD might be available?)	Pre and post questionnaire after event  Post questionnaire after Prom (Did you attend a party where alcohol or other drugs was available?)	Inner SE Caring Community (ISCC)
32B How wrong is it to use ATOD? (Student Survey Data)	Community Laws and norms Bonding	Universal/ Information dissemination prevention education	Seniors will produce a skit for Every Fifteen Minutes program.	Coordinator report	ISCC

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
33B Opportunities for school and community involvement (student survey data)	Community laws and norms Bonding	Universal/ Information dissemination prevention education alternatives	Boys & Girls Club will provide 160 opportunities for positive alternative activities at Sledded Middle School  ISCC coordinator will secure 2 grants to fund the positive alternative activity programs	Number and type of activities  Number of grants received	ISCC staff Hosford Middle School Boys & Girls Club
35B Opportunities for school and community involvement (student survey data)	Bonding	Universal/ Alternative Activities	75% of participating youth will complete their Community Service Learning projects  75% of participating students will improve their school attendance	Completion of Community Service projects  School attendance records	ISCC Americorps
36B School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). Youth as resources (29%) adult role models (26%)	Low neighborhood involvement  Community laws and norms  Adult role models	Universal/ Prevention education Information dissemination Leadership & Skill building	Increase # of community partners (goal: add at least 2 new partners)  Recruit youth (goal: 1-2 each school)	Number of community partners  Number of youth attending  Attendance sheets, MDS reports	Jefferson Caring Community, Office of Neighborhood Development, Jefferson High School, Alternative Schools
37B School Attendance, Assets: Caring school climate (28%), creative activities (22%), planning & decision making (31%). Youth as resources (29%) adult role models (26%)	Academic failure, commitment to school Role models	Universal/ Mentoring	Students who participate in mentoring program will show improved classroom behavior and improved attitude toward school.	Teacher observation  Parent questionnaire	Mid County Caring Community
39B Improve academic opportunity and success. Assets; Benchmarks (Mult. Co. and Oregon DHS): High School completion; systems change: human services and educational reform; service integration across sectors	School Bonding; Family Management	Universal/ Information dissemination; Education	Hold a four-part asset-building workshop for parents  Parents participating in workshop will report spending more time with their children	Workshop facilitator report  Workshop evaluation tool	Outer Southeast Caring Community, SUN Coordinator, Portland Public Schools

Indicator Data	Risk/Protective Factor	IOM & CSAP Strategy	Proposed Program and Results	Evaluation Method	Service Provider
40B High percentage of alcohol consumption at school functions; reports of parents providing alcohol at pre-functions	Peer attitudes, Parental attitudes, community norms	Universal/ Information dissemination Prevention education	Implement strategic action plan:  Lincoln Links will add prevention programming (year 1 goal)  Wilson High School will add prevention programming (year two goal)	Action plan objectives  Prevention activities at Lincoln  Commitment to establish prevention activities at Wilson High School	West District Caring Community,

Service Name: **YOUTH ALCOHOL AND DRUG RESIDENTIAL  
TREATMENT SERVICES**

Service ID Code: **A&D 71**

**I. Service Description**

Youth Alcohol and Drug Residential Treatment Services (A&D 71) are services delivered to individuals aged 15 to 17 who have a primary dependency on alcohol or drugs, are unable to live independently in the community, cannot maintain even a short period of abstinence and are in need of 24-hour supervision, treatment and care. The purpose of A&D 71 services is to support, stabilize and rehabilitate alcohol and drug dependent youths to permit them to return to independent community living. A&D 71 services provide a structured environment for an individual on a 24-hour basis, are appropriate to the individual's needs and include housing and food services, structured counseling, educational services, recreation services, self help group participation services and aftercare planning to support the gains made in treatment. A&D 71 services address the needs of diverse population groups within the community, with special emphasis on ethnic minorities.

**II. Performance Requirements**

Providers of A&D 71 services funded through this Agreement must comply with OAR 415-051-0000 through 415-051-0155, as such rules may be revised from time to time. Providers of A&D 71 services funded through this Agreement must also have a current license issued by the Department in accordance with OAR 415-012-0000 through 415-012-0090.

Providers of A&D 61 services funded through this Agreement must give priority access to such services first to individuals referred from the Department of Human Services and to individuals receiving Medicaid and then to individuals referred from within the region, as such region is designated by the Department after consultation with County and relevant Providers. A&D 71 services funded through this Agreement may be delivered to individuals referred from any county within the region and no priority or preference shall be given to individuals referred from any particular county within the region based on the referring county.

At least 65% of the A&D 71 services funded through this Agreement must be delivered to individuals receiving Medicaid. The remaining A&D 61 services funded through this Agreement may be delivered to individuals who need

State support to finance their treatment, and who may or may not be eligible for Medicaid.

Providers of A&D 71 services funded through this Agreement must participate in client outcome studies conducted by Department.

### **III. Special Reporting Requirements**

No special reporting requirements.

### **IV. Payment Procedures**

A. Basis of Payment. Department payment for A&D 71 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 71 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 71 services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 71 services as specified in that line of the Financial Assistance Award.
2. Department is not obligated to pay for any A&D 71 services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 71 services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 71 services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 71 services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 71 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **SOBERING SERVICES**

Service ID Code: **A&D 74**

**I. Service Description**

Sobering Services (A&D 74) are services delivered to individuals who are intoxicated or under the influence of a controlled substance and who request the services voluntarily or are referred by a police officer under ORS 430.399. The purpose of A&D 74 services is to provide a safe environment for intoxicated individuals or individuals under the influence of a controlled substance and, secondarily, to assist individuals in accessing additional care and treatment. The services are delivered in locked units designed to safely house intoxicated persons or persons under the influence of controlled substance. A&D 74 services include brief medical, psychological, and substance abuse assessment, observation, water and juice, hot soup, medication if necessary, and referral for continued treatment upon discharge. The services serve as an entry point to treatment and a defense against inappropriate incarceration.

**II. Performance Standards**

Providers of A&D 74 services funded through this Agreement must discharge the individual receiving services as soon as safely possible and, in all cases, no later than 48 hours after commencement of services.

Providers of A&D 74 services funded through this Agreement must ensure that: all Provider staff have current first aid and CPR certification, all Provider staff are supervised by a licensed clinical social worker and a registered nurse, a physician is on call 16 hours per day, a registered nurse is on call 24 hours per day, all Provider staff have been trained in and are required to follow all protocols developed by Provider management and medical staff (including protocols for meeting the medical and psychological needs of individuals receiving A&D 74 services), and at least one Provider staff member is on duty at all times.

Providers of A&D 74 services funded through this Agreement must comply with ORS 430.399 which requires that a patient who is incapacitated, is in immediate danger, or appears to be dangerous to self or others due to being

intoxicated or influenced by a controlled substance must be held in a private and secure room while initial assessment is being performed.

Providers of A&D 74 services funded through this Agreement may not use any type of restraining devices and must deliver the services in a facility that meets all relevant public health and fire safety building codes.

Providers of A&D 74 services funded through this Agreement must comply with Federal Confidentiality Regulations set forth at 42 CFR Part 2 and with the federal regulations set forth at 21 CFR Part 291.

Providers of A&D 74 services funded through this Agreement must open and maintain a chart on all individuals receiving services and secure such individuals property, inventory and record all such property in the individual's chart, store the property in a safe environment and release all property to the person upon discharge.

Each individual receiving A&D 74 services funded through this Agreement must receive the following minimum set of services and the delivery thereof must be documented in the individual's patient record:

- A brief medical and psychological assessment before admission and again before discharge. This assessment must include: drugs of current usage, history of DT, seizure, blackouts, heart function (blood pressure, respiration rate, pulse), diabetes, ulcers, allergies, pregnancy, head trauma, suicide and homicide risk, medications prescribed and prescribing physician.
- A brief assessment for demographic facts including at a minimum: name, address, telephone number, race, gender, date of birth, and social security number.
- Observation no less than every 30 minutes while receiving services and more frequently as needed, with observation noted in the individual's chart.



- A brief mental health status exam before discharge and referral to a Qualified Mental Health Professional for evaluation before discharge if found to be a danger to self or others. Individuals found suicidal or homicidal may be released only by a QMHP.
- Access to fluids upon request and food, if possible.
- Information and referral to alcohol and drug treatment services and other services as appropriate.

## **II. Special Reporting Requirements**

County shall submit manual written quarterly (calendar) reports on the number of individuals receiving A&D 74 services funded through this Agreement during the quarter including data listing the individual's coded name, date of birth, gender, ethnicity and start and end dates of service. The reports shall be sent, no later than 30 days after the end of each calendar quarter during the term of this Agreement, to Operations Manager, Department of Human Services, Office of Alcohol and Drug Abuse Programs, 500 Summer Street NE, E86, Salem, OR 97301-1118.

## **III. Payment Procedures**

- A. Basis of Payment. Department payment for A&D 74 services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 74 services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for all A&D 74 services delivered under a particular line of the Financial Assistance Award shall not exceed total funds awarded for A&D 74 services as specified in that line of the Financial Assistance Award.
  2. Department is not obligated to pay for any A&D 74 services that are not properly reported through the required manual written quarterly report for the quarter in which the services were delivered.

- B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 74 services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through the manual quarterly reports.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 74 services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 74 services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 74 services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in manual quarterly reports.

A&D74/5.30.01

Service Name: **DUI REHABILITATION SERVICES**

Service ID Code: **A&D 78**

**I. Service Description**

DUI Rehabilitation Services (A&D 78) are services delivered to individuals who have been charged with driving under the influence of intoxicants (DUI) for the second or subsequent time(s), or are determined to be problem drinkers, and have been referred for treatment according to the "criteria for client classification contained in the DUI Evaluation Manual" or to individuals between 18 and 21 years of age arrested for the second time for the offense of minor in possession of alcohol. A&D 78 Services include counseling and urinalysis monitoring and referral to additional services. The purpose of A&D 78 Services is to assist individuals in recovering from problems with alcohol and other drugs.

**II. Performance Standards**

Providers of A&D 78 Services funded through this Agreement must comply with OAR 415-051-0000 through 415-051-0155, as such rules may be revised from time to time, and must have a current Letter of Approval issued by the Department in accordance with OAR 415-12-000 through 415-12-090, as such rules may be revised from time to time.

A&D 78 Services funded through this Agreement are limited to those individuals and services authorized under ORS 813.270 from the Intoxicated Driver Program Fund, and the DUI Reimbursement Guide.

**III. Special Reporting Requirements**

Providers of A&D 78 Services funded through this Agreement must submit reports and other data and information to the Department as specified in the DUI Reimbursement Guide.

#### **IV. Payment Procedures**

- A. Basis of Payment. Department payment for A&D 78 Services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 78 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for all A&D 78 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 78 services as specified in that line of the Financial Assistance Award.
  2. Department is not obligated to pay for any A&D 78 Services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
- B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 78 Services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
  2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 78 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 78 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 78 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

AD74/5.30.01

Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

**I. Service Description**

Problem Gambling Prevention services (A&D 80) are designed to meet one or more of the following objectives: (a) prevent problem gambling; (b) prevent the onset of pathological gambling in individuals who do not meet the criteria for pathological gambling but who are showing early danger signs; (c) reduce the consequences caused by problem gambling by decreasing the duration of time between onset of a problem gambling episode and treatment entry.

Prevention Services that may be funded through this Agreement range from prevention to early intervention. Examples of prevention strategies include:

1. Increasing the general public's awareness of problem gambling.
2. Educating youth about mathematical concepts associated with gambling (e.g., randomness and probability) and increasing their awareness of problem gambling.
3. Identifying problem gamblers from high-risk populations (e.g., corrections clients, mental health clients, consumer credit counsel clients) and referring them for problem gambling treatment.

**II. Performance Requirements**

County shall implement the A&D 80 Services plan (the "Gambling Prevention Plan"), if any, attached to this A&D 80 Service Description as Exhibit A&D 80-1.

### **III. Special Reporting Requirements**

- A. Providers of A&D 80 Services funded under this Agreement must submit written reports to Department in February and August of each year, in a format prescribed by Department, describing the Provider's activities, accomplishments, and expenses during the preceding half calendar year in providing A&D 80 Services (July - December in the February report; January - June in the August report).
- B. Final Biennial Expenditure Report: Providers of A&D 80 Services funded under this Agreement must submit to Department a final report of actual revenues and expenditures of A&D 80 funds paid under this Agreement, due within 60 days after the expiration or termination of this Agreement, whichever is earlier. Reports must be prepared using forms and procedures designated by Department.

### **IV. Payment Procedures**

- A. Basis of payment: Department payment for A&D 80 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering A&D 80 Services under that line of the Financial Assistance Award during period specified in that line, subject to the following:
  - 1. Allowable expenditures are limited to the following:
    - a. Personnel expenses (salaries, wages, payroll tax and fringe benefit costs) for delivery of A&D 80 Services.
    - b. Operating expenses, such as office rent/lease, office utilities, telephone costs, office equipment rental and repair, office supplies, staff travel and staff training.
    - c. Professional consultation needed to support or enhance Department-funded problem gambling prevention services.

- d. Administrative expenses, capital outlay, or other expenses not listed in sections IV(A)(1)(a) to (c) above, only if approved in writing by Department.
2. Total Department payment for all A&D 80 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 80 as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any A&D 80 Services that are not properly reported to Department as described in this Service Description by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
4. Even if the Financial Assistance Award awards funds for A&D 80 Services, Department shall have no obligation to pay for any A&D 80 Services under this Agreement (even if funds therefor are disbursed to County) unless a Gambling Prevention Plan is attached to this Service Description as Exhibit A&D 80-1.
  - B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 80 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
    1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
    2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 80 Services.



3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 80 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
  4. Even if the Financial Assistance Award awards funds for A&D 80 Services, Department shall have no obligation to disburse any funds for A&D 80 Services under this Agreement unless a Gambling Prevention Plan is attached to this Service Description as Exhibit A&D 80-1.
- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for A&D 80 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering A&D 80 Services under that line of the Financial Assistance Award during the term of this Agreement and in accordance with a Gambling Prevention Plan attached to this Service Description as Exhibit A&D 80-1, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

AD80(5.30.01)

Service Name: **OUTPATIENT PROBLEM GAMBLING TREATMENT SERVICES**

Service ID Code: **A&D 81**

**I. Service Description**

Outpatient Problem Gambling Treatment Services (A&D 81) are assessment and treatment services delivered on an outpatient basis to individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. For purposes of this Agreement, an individual with a gambling related problem is an individual with (a) a primary diagnosis of Pathological Gambling (DSM-IV code 312.31), (b) a primary diagnosis of sub-clinical Pathological Gambling (meets two to four DSM-IV diagnostic criteria for Pathological Gambling), or (c) a primary diagnosis of Relational Problem Related to Pathological Gambling (a variant of DSM-IV code V61.9). A&D 81 services must include regularly scheduled face-to-face therapeutic sessions with the individual and may include individual, group, couple, and family counseling.

**II. Performance Standards**

Providers of A&D 81 services funded through this Agreement must maintain a Letter of Approval either as a Mental Health Service Agency or as an Alcohol and Drug Treatment Agency for all levels of outpatient treatment in accordance with OAR 415-012-000 through 415-012-0090 and OAR 309-012-0130 through 309-012-0220, as such rules may be revised from time to time.

Providers (and County, as applicable) of A&D 81 services funded through this Agreement must comply with the requirements set forth on Exhibits A&D 81-1 and A&D 81-2 attached hereto and incorporated herein by this reference.

Providers of A&D 81 services funded through this Agreement must meet the performance standards below. These performance standards are imposed and assessed on an individual Provider basis. If the Department determines that a Provider of A&D 81 services funded through this Agreement fails to comply with any of the specified performance standards, then County shall submit to Department a corrective action plan within 60 days of non-compliance notification.

**Access:** The amount of time between a problem gambling affected individual's request for A&D 81 Services and the first offered service appointment must be five business days or less for at least 90% of all individuals receiving A&D 81 Services funded through this Agreement.

**Engagement:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who "engage" in treatment (i.e. enter treatment following positive assessment) must not be less than one standard deviation below the mean for all providers of A&D 81 Services in the State of Oregon as determined by Department.

**Retention:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who actively engage in the A&D 81 Services for at least 10 clinical contact sessions must not be less than one standard deviation below the mean for all providers of A&D 81 Services in the State of Oregon as determined by Department.

**Successful Completion:** The percent of engaged problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who successfully complete treatment must not be less than one standard deviation below the mean for all providers of A&D 81 Services in the State of Oregon as determined by Department. A successful problem gambling treatment completion is defined as the individual's: (a) achievement of at least 75% of short-term treatment goals, (b) completion of a continued wellness plan (i.e., relapse prevention plan), and (c) lack of engagement in problem gambling behaviors for at least 30 days prior to discharge from A&D 81 Services.

**Client Satisfaction:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who complete a problem gambling client satisfaction survey that would positively recommend the Provider to others must not be less than one standard deviation below the mean for all providers of A&D 81 Services in the State of Oregon as determined by Department.

**Long-term Outcome:** The percent of problem gambling affected individuals receiving A&D 81 Services funded through this Agreement who successfully complete treatment whose responses to a problem gambling follow-up survey suggest maintained improvement at six months after the end of A&D 81 Services must not be less than one standard deviation below the mean for all providers of A&D 81 Services in the State of Oregon as determined by Department.

### III. Special Reporting Requirements

Providers of A&D 81 Services funded through this Agreement must submit the following information to Department (or to the Department's designee), with respect to the individuals receiving A&D 81 Services funded through this Agreement, as well as any other information related to the delivery of A&D 81 Services funded through this Agreement that Department reasonably requests from time to time:

- A. Intake Data. Standard intake data and a completed client consent form for use in follow-up efforts must be collected and submitted within seven days of the first face-to-face treatment contact with an individual.
- B. Encounter Data. Encounter data must be collected and submitted as described in Exhibit A&D 81-3 attached hereto and incorporated herein by this reference.

- C. Discharge Data. For individuals that have not received A&D 81 Services funded through this Agreement within the past 60 days, discharge data must be collected and submitted within 30 days after the case termination date.

#### IV. Payment Procedures

- A. Basis of Payment. Department payment for A&D 81 Services identified in a particular line of the Financial Assistance Award will be made at the rate of \$20.27 per unit (for purposes of this Service Description, one unit is 15 minutes) for individual treatment sessions (including couples and family sessions), \$6.76 per unit for group sessions and \$20.27 per unit for problem gambling assessment sessions, subject to the following:
1. Department will increase the payment for each unit of A&D 81 Services (as described above) delivered under a particular line of the Financial Assistance Award by five percent to cover County administrative costs.
  2. Department will not pay for more than eight units of individual treatment for a particular individual per day or for more than twelve units of group treatment for a particular individual per day or for more than 32 units of individual treatment for a particular individual per month, or for more than 50 units of group treatment for a particular individual per week or for more than eight units of problem gambling assessment per individual per treatment episode with treatment episode defined as the time between a particular individual's commencement of A&D 81 Services and termination of A&D 81 Services.
  3. Department will not make multiple payments for a single clinical activity, except for group therapy. For example, Department will not pay for an individual treatment session for both an individual and his or her spouse when the treatment was delivered in a single marital session.

4. For purposes of this Service Description, "session" or "treatment session" means face-to-face A&D 81 Services delivered in individual, couple, family, or group formats. Treatment sessions must be reported by type (e.g., individual, couple, family or group) and length (time).
5. Providers of A&D 81 Services funded through this Agreement may not charge individuals, whose A&D 81 Services are funded through this Agreement, any co-pay or other fees for such services.
6. Total Department payment for all A&D 81 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 81 Services as specified in that line of the Financial Assistance Award.
7. Department is not obligated to pay for any A&D 81 Services that are not properly reported as described or referenced in this Service Description by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
8. If at the end of first anniversary of the effective date of this Agreement or at the end of any six month period thereafter during the term of this Agreement, the total A&D 81 services delivered under a particular line of the Financial Assistance Award during that six or twelve month period, as applicable, utilizes (as measured by payments earned for service delivery in accordance with the basis of payment methodology set forth above) less than 95% of the funds disbursed to County under that line during that period, Department may unilaterally reduce the amount of funds awarded for A&D 81 Services in that line in proportion to the underutilization during that period and may also unilaterally reduce the amount of funds awarded for A&D 81 Services in that line in an amount equal to funds disbursed to County under that line during that period that were not utilized, and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

B. Disbursement of Funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 81 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line, subject to the following:

1. Department may, at its discretion, reduce the monthly allotments based on under delivery of A&D 81 Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 81 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 81 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 81 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rates set forth above and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported as described or referenced in this Service Description or an applicable Specialized Service Requirement.

## **EXHIBIT A&D 81-1**

### **Minimum Performance Requirements**

#### **ACCESS**

- I. County shall make A&D 81 Services generally available to any individual in the service region for which County has contract authority as set forth on Exhibit A&D 81-1-1, attached hereto and incorporated herein by this reference.
- II. See the discussion of Access in Section II of the main portion of this Service Description.
- III. Providers of A&D 81 Services funded through this Agreement must provide A&D 81 Services funded through this Agreement to individuals seeking services who reside outside of the service region for which County has contract authority as set forth on Exhibit A&D 81-1-1 when no other similar services are offered that are closer to the individual's primary place of residence.
- IV. County and all Providers of A&D 81 Services funded through this Agreement must cooperate with Department in setting goals for increased client treatment access and in implementing measures to meet such goals.

#### **QUALITY**

- I. Providers of A&D 81 Services funded through this Agreement must comply with the standards set forth on Exhibit A&D 81-2 attached to this Service Description.
- II. Providers of A&D 81 services funded through this Agreement must ensure that all of Provider staff providing A&D 81 Services funded through this Agreement comply with requirements for problem gambling treatment service providers as set forth in Exhibit A&D 81-2 attached to this Service Description.



III. Providers of A&D 81 Services funded through this Agreement must cooperate with the Department in setting goals to improve the quality of A&D 81 Services and in implementing measures to meet such goals.

### **ACCOUNTABILITY**

I. See Section III of the main portion of this Service Description and Sections III(G) and III(K) of the main portion of this Agreement.

Exhibit A&D 81-1-1

**Problem Gambling Service Regions & Region Contract Designee**

<b>Service Region</b>	<b>Contract Authority</b>	<b>Service Region</b>	<b>Contract Authority</b>
Multnomah County	Multnomah County	Umatilla County	Eastern Oregon Health Services Consortium (EOHSC)
Washington County	Washington County	Union County	
Clackamas County	Clackamas County	Walla County	
Lane County	Lane County	Grant County	
Marion County	Marion County	Baker County	
Douglas County	Douglas County	Harney County	
Klamath County	Klamath County	Malheur County	
Linn County	Linn County	Hood River County	
Benton County		Wasco County	
Jackson County	Jackson County	Sherman County	
Josephine County	Josephine County	Gilliam County	
		Morrow County	
		Wheeler County	
		Lake County	

Exhibit A&D 81-1-1

**Problem Gambling Service Regions & Region Contract Designee**

<b>Service Region</b>	<b>Contract Authority</b>	<b>Service Region</b>	<b>Contract Authority</b>
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Columbia County Clatsop County	Columbia County
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Tillamook County Lincoln County	Lincoln County
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Coos County Curry County	Curry County
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Yamhill County Polk County	Yamhill County
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Deschutes County Jefferson County Crook County	Deschutes County
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## **Exhibit A&D 81-2**

### **Gambling Treatment Provider Standards Outpatient**

Providers of A&D 81 Services funded through this Agreement must comply with the standards set forth below and must use written policies and procedures, with appropriate documentation, to address and implement compliance with the standards. These standards were developed based on the following principles: (a) the safety and dignity of problem gambling treatment individuals should be maintained at all times and (b) treatment services should be designed to enhance the strengths of each client.

I. Accessibility – Providers of A&D 81 Services funded through this Agreement must:

- A. Deliver the A&D 81 Services at a physical location that conforms to the requirements of the Americans with Disabilities Act (ADA).
- B. Make A&D 81 Services available during both daytime and evening hours, to the extent reasonably practicable.
- C. Develop and implement a policy of delivering A&D 81 Services in a non-discriminatory and culturally sensitive manner. Providers of A&D 81 Services funded through this Agreement must be able to demonstrate to Department's satisfaction their ability to recognize and respond appropriately to the unique needs of special populations (e.g., language, culture, race, gender, sexual orientation, age-related differences, etc.).

II. Acceptability – See Section I of the main portion of this Service Description to determine individual eligibility to receive A&D 81 Services funded through this Agreement and Section II of the main portion of this Service Description to determine eligibility to provide A&D 81 Services funded through this Agreement.

III. Competence – The staff of Providers of A&D 81 Services funded through this Agreement must meet the following requirements and the Providers must make the following services available to their staff:

- A. All Provider staff who deliver A&D 81 Services funded through this Agreement on a quarter-time or greater basis (i.e., equal to or greater than .25 FTE) must have completed at least 30 hours of problem gambling specific education within the past two years. All Providers of A&D 81 Services funded through this Agreement must maintain documentation evidencing each staff member's compliance with this education requirement and must furnish such documentation to Department upon request.
- B. All Provider staff who deliver A&D 81 Services funded through this Agreement on a half-time or greater basis (i.e., equal to or greater than .5 FTE) must either hold a current Oregon Gambling Counselor Certificate or be in the process of obtaining certification as a problem gambling counselor. All Provider staff who deliver A&D 81 Services funded through this Agreement on a half-time or greater basis must complete the certification process within two years of the date they first provide A&D 81 Services within the State of Oregon. Oregon Gambling Counselor Certification is not required for health or allied service providers licensed by one of the following State of Oregon bodies: (a) Board of Medical Examiners; (b) Board of Psychologist Examiners; (c) Board of Clinical Social Workers; (d) Board of Licensed Professional Counselors and Therapists; or (e) Board of Nursing.
- C. Providers of A&D 81 services funded through this Agreement must establish and observe policies that ensure that Provider staff who deliver A&D 81 services funded through this Agreement are current on new developments in the field of gambling treatment and rehabilitation.
- D. Providers of A&D 81 services funded through this Agreement must provide a minimum of two hours per month of clinical supervision or consultation for each staff member who is responsible for the delivery of A&D 81 Services funded through this Agreement. All Provider staff who supervise other staff members in the delivery of A&D 81 Services funded through this Agreement must have completed at least 24 hours of gambling specific education within the past two years and hold a health or allied provider license from one of the following State of Oregon

bodies: (a) Board of Medical Examiners; (b) Board of Psychologist Examiners; (c) Board of Clinical Social Workers; (d) Board of Licensed Professional Counselors and Therapists; or (e) Board of Nursing. All Providers of A&D 81 Services funded through this Agreement must maintain documentation evidencing each supervisor's compliance with this education and licensing requirement and must furnish such documentation to Department upon request.

IV. Accountability – Providers of A&D 81 Services funded through this Agreement must deliver the services in according with the following standards:

A. **Guidelines for Treatment Services** – Providers of A&D 81 Services funded through this Agreement must provide a variety of diagnostic and treatment service alternatives to each individual receiving A&D 81 Services funded through this Agreement. Treatment plans must be designed to meet the particular individual's needs and resources as identified in the comprehensive assessment. Providers of A&D 81 Services funded through this Agreement must offer, at minimum, the following types of A&D 81 Services:

1. Assessment – The assessment involves a face-to-face interview with the individual. The purpose of the interview is to collect and assess pertinent information regarding the individual's past history and current situation that results in a recommendation regarding the need for treatment. The Provider must have the ability to perform a structured interview process to assess the existence of problem gambling and co-existence with other disorders including, but not limited to, substance abuse, mental disorders, and significant health problems.
2. Individual, Family, and Group Treatment – Treatment sessions are face-to-face contacts between a Provider staff member delivering the service and an individual or group of individuals. Treatment sessions must address the problems of the individual(s) as they relate, directly or indirectly, to the problem gambling behavior.
  - a. **CRISIS INTERVENTION** – All Providers of A&D 81 Services funded through this Agreement must provide after-hour's crisis intervention as necessary. This may be accomplished through

agreement with other crisis services, on-call staff, or other arrangement acceptable to Department.

b. **DISCHARGE PLANNING** – A discharge plan must be developed by the Provider in collaboration with the individual and placed in the individual's file prior to formal completion of treatment. The discharge plan must document the therapeutic closure of formal treatment for the identified individual as well as recommendations and resources for ongoing recovery.

3. **Continuity of Care** (community resources) – Provider's of A&D 81 Services funded through this Agreement must have the capacity to coordinate services and make appropriate referrals to other formal and informal service systems.

## **B. Documentation**

Providers of A&D 81 Services funded through this Agreement must create and maintain the following documentation with respect to each individual receiving A&D 81 Services with funds provided under this Agreement:

1. Identifying and demographic information for the individual including, at a minimum: name, address, telephone number, date of birth, gender, marital status, and emergency contact. Any additional identifying and demographic data reasonably required by Department.
2. Intake assessment documentation for the individual, including:
  - referral source;
  - presenting problem;
  - gambling history and DSM-IV diagnosis for Pathological Gambling;
  - current financial status assessment;

- history of substance use and substance use disorders, including past treatment episodes, and history of other behavioral addictions;
- health status (e.g., last physical, diet, exercise) and current medical problems including medication use;
- mental health history and current mental health status (e.g., treatment history, psychiatric medications);
- profile of family of origin and marital/relationship history which describes family composition and dynamics;
- recovery environment;
- strength and recovery assets;
- education and vocational history;
- legal history (including arrest and conviction history).

The information gathered may be presented in summary form and recommendations for the type and intensity of treatment must be included. Referrals to another treatment provider, if any, must be included in the recommendation section.

3. A treatment plan for the individual developed in accordance with general professional standards (and acceptable to Department) for either substance abuse or mental health outpatient services. The treatment plan must be developed prior to the fourth treatment session following the commencement of A&D 81 Services to the individual. The treatment plan must be written with clear and measurable objectives that the individual agrees to as the foundation of treatment. The individual's signature will signify participation in the development of the plan.
4. The individual's progress and current status in meeting the goals set in the treatment plan must be documented within 72 hours of all clinical contacts. All progress notes must be dated, indicate type and length of service, and signed by the person providing the service.



5. The following additional information and documentation:

- Documentation that the individual has been informed of client rights and responsibilities, including confidentiality protection and exceptions
- Results of all examinations, tests, intake, and assessment information
- Reports from referring sources
- Correspondence related to the individual, including letters and dated notations of telephone conversations relevant to the individual's treatment
- Information release forms
- Gamblers Anonymous or other community support network participation
- Consent to treat form signed by the individual (see Section VIII)

6. Required data collection forms and questionnaires, copies of which must also be sent to the Department of its designee.

V. Financial

Providers of A&D 81 Services funded through this Agreement must implement a structured process for assessing client financial circumstances and needs of individual receiving A&D 81 Services funded through this Agreement. Treatment strategies must be developed to address the individual's financial circumstances and needs that may include, but are not limited to:

- developing a financial management plan for the individual that includes a restitution plan, if appropriate;
- connection with relevant financial assistance services.

VI. Effectiveness – Providers of A&D 81 services funded through this Agreement must use appropriate treatment techniques and be able to document the effectiveness of its A&D 81 Services using measurable criteria. Specifically, Providers of A&D 81 Services funded through this Agreement must:

- A. Have a system for measurement of progress and outcomes as stated in the treatment plan.
- B. Clearly define the process for internal program review and self-correction (e.g., Continuous Quality Improvement Protocols).
- C. Submit all required data collection tools according to the Department's information management system protocol.
- D. Have a treatment approach that is defined and supported in current literature and research to the satisfaction of Department.

VII. Efficiency

Providers of A&D 81 Services funded through this Agreement must provide the Services in the least restrictive setting and in the most cost-effective manner based on the individual's needs, resources, and strengths as determined by the problem gambling assessment.

VIII. Client Protections and Rights – Providers of A&D 81 Services funded through this Agreement must:

- A. Maintain the confidentiality of all records of individual receiving A&D 81 Services funded through this Agreement in accordance with ORS 179.505.
- B. Develop and implement policies and procedures to safeguard and protect the case record of individuals receiving A&D 81 Services funded through this Agreement against loss, tampering, or unauthorized disclosure of information. Maintenance of such records must include adequate physical facilities for the storage, processing, and handling of the records. These facilities must include suitably locked, secured rooms for file cabinets.

- C. Retain the records of individuals receiving A&D 81 Services funded through this Agreement for a minimum of seven years.
- D. Require each individual receiving A&D 81 Services funded through this Agreement to sign a consent to treatment statement which includes conditions under which confidentiality can (or must) be broken.
- E. Document, and inform each individual receiving A&D 81 Services funded through this Agreement of, the individual's rights and responsibilities in treatment. Documentation must include a formal grievance procedure with provision for appeals.

## **Exhibit A&D 81-3**

### **Encounter Data Procedures**

#### **INTRODUCTION:**

In order to efficiently implement the payment system it is necessary for all Providers of A&D 81 Services funded through this Agreement to submit individual-level service delivery activity (encounter data) each month. Prior to the effectiveness of this Agreement, Providers were only required to submit summary service delivery information after the individual had been discharged.

#### **OVERVIEW:**

The encounter data collection process is intended to create as minimal a burden on Providers as possible, while creating a sound documentation trail for necessary fiscal auditing that will occur at least once each year for all Providers. The system is designed to provide optimal flexibility for Providers to facilitate minimum changes to local procedures. A standardized electronic transfer of detail service data is required monthly for Providers that currently have automated accounting and billing systems in place. Providers currently utilizing the standardized Medicare compliant Uniform Billing Form (UB)-92 version 6.0, flat text files or HCFA-1500 electronic format (or other State-approved, standardized electronic format) for data transfer may continue to utilize that method for A&D 81 Services.

The Department or its designee shall generate a simple encounter data reporting form, to be completed and transmitted by facsimile, for use by smaller Providers that do not have automated accounting systems in place. Completed reporting forms must be transmitted monthly to the Department or its designee for data entry.

The encounter data reporting procedure is intended to eliminate the necessity to collect and report summary service hour data using the individual discharge form currently in use for Provider evaluation. Intake data on individuals, including demographic information, will continue to be collected as part of the Provider evaluation efforts. The essential fields from this database (excluding client names) will be merged with the billing information eliminating redundancy of data collection.

### Required Encounter Data:

The following fields must be collected, with respect to each individual receiving A&D 81 Services funded through this Agreement, for the payment system:

*Individual Identification Code:* Same local code that is currently utilized to identify individuals for the Provider evaluation effort.

*Individual's Date of Birth:* This field will be utilized for individual identity verification in the event of incorrect or duplicate individual identification codes. Data to be provided in MMDDYYYY format.

*Individual's Gender:* This field will also be utilized for individual identity verification in the event of incorrect individual identification codes. Field to be filled with uppercase M for males or uppercase F for females.

*Date of Service:* Date the service was provided in American format - MMDDYYYY.

*Type of Service Session:* (A) Assessment, (I) Individual, (C) Couple, (F) Family, or (G) Group.

*Hours:* Each 15 minutes of service shall be recorded. For example, a 60-minute session would be recorded as 4 units, a 45-minute session would be recorded as 3 units.

*Counselor/Therapist:* The identification of the counselor, or therapist, conducting the session. This must be a discrete identification that can be utilized during audits to enable verification of services performed from the clinical charting. NOTE: For manual reporting, the counselor may put his, or her, name on the top of the form. For electronically transferred data files this field must be completed for each line item. For agencies electing to utilize the standardized Medicare UB-92 text file transfer, treating professional identification must be extracted from that data.

*Provider Identification:* Each manual form must have the Provider identification at the top. Provider identification must be consistent with that currently in use for the evaluation. Each manual form must include a contact person and phone number. Manual data collections form masters will be provided by the

Department or its designee upon request. Each electronically transferred data file must have a header record with the Provider and contact identification.

*Reporting Period:* Each manual form must have the start and end dates of the reporting period in American format: MMDDYYYY. For electronically transferred data, each file with have this same data in the header line.

#### Electronic Reporting:

Electronically transmitted data files must be sent via email to the Department or its designee (currently, [datacenter@herblou.com](mailto:datacenter@herblou.com)). Data file format must be ASCII text delimited with commas. The first record must have the submitting Provider's identification (not to exceed 30 characters). Identification must be followed on the same line by the start date, end date, (dates in American format - MMDDYYYY) contact name (not to exceed 30 characters in Last First order), and contact phone number, including area code, without spaces or dashes (-). Each detail record of the file must contain the fields in order as identified above. Fields must be stripped of leading and trailing blanks.

Medicare or Health Care Financing Administration (HCFA) data transmission formats must be compliant with Medicare or HCFA requirements.

All electronic data files must be compressed with a common compression software such as PKZip © (preferred). For agencies transmitting standardized UB-92/HCFA 1500 data that includes individual names and desiring additional security, electronic files must be compressed with encryption. The transmitting Provider must ensure the Department or its designee has the password before transmitting data and that the password is not included in the message text with the attached data.

Each electronic transmission of data files must be accompanied by a cover memo with the name of the transmitting Provider in the subject line as well as the words "GAMBLING ENCOUNTER DATA."

#### Operational Reporting Schedule:

Beginning on August 1, 2001, encounter data for the previous month must be in the office of the Department or its designee no later than 4 p.m. on the 30<sup>th</sup> day after the period being measured (e.g., July 2001 encounter data is due on August

30, 2001). Data received after that date will be included in the following month's report.

The Department or its designee will assemble data and prepare a summary report to be submitted to the Department by the 15<sup>th</sup> of each month. Individual treatment Provider summary reports of the information submitted to the Department or its designee will be distributed to the respective Providers and County by the Department or its designee. Providers and County are expected to verify that the amount reported to the Department or its designee is the same as that reported back to them each month. The Department or its designee will work with Providers and County to resolve any discrepancies identified by Providers or County within 30 days from notification. Discrepancies must include apparent cause and remedy. Adjustments will be carried forward to the next month.

Distributions and adjustments to distributions will be accomplished in a manner prescribed in other parts of this Service Descriptions. A summary review of the encounter data reporting schedule and reconciliation schedule follows:

- Encounter data collected beginning July 1, 2001 with period of measurement equivalent to one calendar month.
- Encounter data due in Department's or designee's office 30 days following close of reporting period.
- Summary report submitted back to Providers and County on the 15<sup>th</sup> of each month (45 days post closing of reporting period).
- Providers and County have 30 days from notification to submit discrepancy claim (75 days post closing of reporting period).
- Reconciliation will occur 90 days after of the closing of a utilization period (Period 1: 7/1/01 – 6/30/02; Period 2: 7/1/02 – 12/31/02; Period 3: 1/1/03 – 6/30/02).

A&D81(5.30.01)

Service Name: **PROBLEM GAMBLING SPECIAL PROJECTS**

Service I.D. Code: **A&D 82**

**I. Service Description**

Problem Gambling Special Projects (A&D 82) are problem gambling services designed to supplement Problem Gambling Outpatient Treatment services (A&D 81) and are delivered on a demonstration or emergency basis for a specified period of time. Funds awarded for A&D 82 Services are generally used to serve individuals with special needs. These individuals include highly suicidal individuals, individuals with co-occurring severe psychiatric conditions, individuals with severe housing problems, non-English speaking individuals, individuals with treatment access obstacles, and repeat treatment failures.

Special Projects that may be funded through this Agreement include:

1. Crisis services (psychiatric and medication evaluations)
2. Crisis respite (1-5 day inpatient hospitalization/residential due to suicidality, in-home stabilization services)
3. Care coordination (therapeutic case management, interagency case consultation)
4. Pressure relief financial counseling (for problem gambler and significant other)
5. Severe housing problems (subsidize rent/mortgage one time only)
6. Treatment access obstacles (transportation, child care which are barriers to treatment)
7. Interpreter services (hearing impaired, non-English speaking)
8. Other services agreed upon by counties in the region



## **II. Performance Requirements**

County shall implement the A&D 82 Services plan (the "Problem Gambling Special Projects Plan"), if any, attached to this A&D 82 Service Description as Exhibit A&D 82-1.

## **III. Special Reporting Requirements**

- A. Providers of A&D 82 Services funded under this Agreement must submit written reports to Department in February and August of each year, in a format prescribed by Department, describing the Provider's activities, accomplishments, and expenses during the preceding half calendar year in providing A&D 82 Services (July - December in the February report; January - June in the August report).
- B. Final Biennial Expenditure Report: Providers of A&D 82 Services funded under this Agreement must submit to Department a final report of actual revenues and expenditures of A&D 82 funds paid under this Agreement, due within 60 days after the expiration or termination of this Agreement, whichever is earlier. Reports must be prepared using forms and procedures designated by Department.

## **IV. Payment Procedures**

- A. Basis of payment: Department payment for A&D 82 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering A&D 82 Services under that line of the Financial Assistance Award during the period specified in that line,, subject to the following:
  - 1. Allowable expenditures are limited to the following:
    - a. Personnel expenses (salaries, wages, payroll tax and fringe benefit costs) for delivery of A&D 82 Services above and beyond the services normally delivered as part of the Outpatient Problem Gambling Treatment (A&D 81).

- b. Operating expenses, such as office rent/lease, office utilities, telephone costs, office equipment rental and repair, office supplies, staff travel and staff training.
    - c. Professional consultation and/or respite services needed to support or enhance Department-funded problem gambling special projects.
    - d. Administrative expenses, capital outlay, or other expenses not listed in sections IV(A)(1)(a) to (c) above, only if approved in writing by Department.
  - 2. Total Department payment for all A&D 82 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 82 as specified in that line of the Financial Assistance Award.
  - 3. Department is not obligated to pay for any A&D 82 Services that are not properly reported to Department as described in this Service Description by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
  - 4. Even if the Financial Assistance Award awards funds for A&D 82 Services, Department shall have no obligation to pay for any A&D 82 Services under this Agreement (even if funds therefor are disbursed to County) unless a Problem Gambling Special Projects Plan is attached to this Service Description as Exhibit A&D 82-1.
- B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 82 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 82 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 82 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
4. Even if the Financial Assistance Award awards funds for A&D 82 Services, Department shall have no obligation to disburse any funds for A&D 82 Services under this Agreement unless a Problem Gambling Special Projects Plan is attached to this Service Description as Exhibit A&D 82-1.

C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for A&D 82 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering A&D 82 Services under that line of the Financial Assistance Award during the term of this Agreement and in accordance with a Problem Gambling Special Projects Plan attached to this Service Description as Exhibit A&D 82-1, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

AD82/5.30.01

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AD82/5.30.01

Service Name: **MARIJUANA EDUCATION LEVEL I SERVICES**

Service ID Code: **A&D 87**

I. **Service Description**

Marijuana Education Level I Services (A&D 87) are short-term (12 hour minimum) substance abuse education services delivered to individuals who have been charged with unlawful knowing or intentional possession of less than one ounce of marijuana. The purpose of A&D 87 Services is to provide drug education services for persons who are at risk for further problems with drugs.

II. **Performance Standards**

Providers of A&D 87 Services funded through this Agreement must comply with OAR 410-09-000 through 410-09-040, as such rules may be revised from time to time and must have a current Letter of Approval issued by the Department in accordance with OAR 415-12-000 through 415-12-090, as such rules may be revised from time to time.

Providers of A&D 87 Services funded through this Agreement must meet minimum curriculum, instructor, and hourly standards set forth in OAR 410-09-000 through 410-09-040.

A&D 87 Services funded through this Agreement are limited to those individuals and services authorized under ORS 813.270 from the Intoxicated Driver Program Fund, and the DUI Reimbursement Guide.

III. **Special Reporting Requirements**

Providers of A&D 87 Services funded through this Agreement must submit reports and other data and information to the Department as specified in the DUI Reimbursement Guide.

#### IV. Payment Procedures

A. Basis of Payment. Department payment for A&D 87 Services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 87 Services delivered under that line of the Financial Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 87 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 87 Services as specified in that line of the Financial Assistance Award.
2. Department is not obligated to pay for any A&D 87 Services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 87 Services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 87 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 87 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 87 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **MARIJUANA TREATMENT LEVEL II SERVICES**

Service ID Code: **A&D 88**

I. **Service Description**

Marijuana Treatment Level II Services (A&D 88) are drug treatment services delivered to individuals who have been charged with unlawful knowing or intentional possession of less than one ounce of marijuana. The purpose of A&D 88 Services is to assist persons in recovering from drug abuse or dependency. A&D 88 Services include, as appropriate, individual, group, or family counseling and ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

II. **Performance Standards**

Providers of A&D 88 Services funded through this Agreement must comply with OAR 410-09-000 through 410-09-040, as such rules may be revised from time to time and must have a current Letter of Approval issued by the Department in accordance with OAR 415-12-000 through 415-12-090.

Each individual receiving A&D 88 Services funded through this Agreement must receive a minimum of 40 hours of outpatient therapy and educational services that meet the minimum curriculum, instructor, and hourly standards set forth in OAR 410-09-000 through 415-09-040.

A&D 88 Services funded through this Agreement are limited to those individuals and services authorized under ORS 813.270 from the Intoxicated Driver Program Fund, and the DUII Reimbursement Guide.

III. **Special Reporting Requirements**

Providers of A&D 88 Services funded through this Agreement must submit reports and other data and information to the Department as specified in the DUII Reimbursement Guide.

#### **IV. Payment Procedures**

- A. Basis of Payment. Department payment for A&D 88 Services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 88 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for all A&D 88 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 88 Services as specified in that line of the Financial Assistance Award.
  2. Department is not obligated to pay for any A&D 88 Services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
- B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 88 Services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:
1. Department may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.



2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 88 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 88 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 88 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Service Name: **MARIJUANA EVALUATION SERVICES**

Service ID Code: **A&D 89**

**I. Service Description**

Marijuana Evaluation Services (A&D 89) are screening services delivered to individuals referred by the criminal justice system under ORS 135.917. The purpose of A&D 89 Services is to determine whether the individual needs education or treatment for alcohol or drug abuse.

**II. Performance Standards**

Providers of A&D 89 Services funded through this Agreement must comply with OAR 410-08-000 through 410-08-035, as such rules may be revised from time to time and must be certified by the Department in accordance with OAR 410-080-000 through 410-080-035, as such rules may be revised from time to time.

Based on the evaluation conducted, Providers of A&D 89 Services funded through this Agreement must promptly refer an screened individual to a Provider offering appropriate A&D 87 or A&D 88 Services. Juvenile referrals for A&D 88 Services must be to Providers with juvenile treatment capacity.

A&D 89 Services funded through this Agreement are limited to those individuals and services authorized under ORS 813.270 from the Intoxicated Driver Program Fund, and the DUI Reimbursement Guide.

**III. Special Reporting Requirements**

Providers of A&D 89 Services funded through this Agreement must maintain a written case file on each individual screened and retain the file for at least seven years after the screening. The case file must include evidence of indigence (where appropriate), record of fee payments made, compliance documentation, and other documentation required by OAR 410-08-000 through OAR 410-08-035, as those rules may be revised from time to time. Providers of A&D 89 Services funded through this Agreement shall provide case files to Department upon demand.

Providers of A&D 89 Services funded through this Agreement must submit reports and other data and information to the Department as specified in the DUII Reimbursement Guide.

#### IV. Payment Procedures

A. Basis of Payment. Department payment for A&D 89 Services identified in a particular line of the Financial Assistance Award will be made at the rate set forth in the special condition identified in that line of the Financial Assistance Award for A&D 89 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all A&D 89 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for A&D 89 Services as specified in that line of the Financial Assistance Award.
2. Department is not obligated to pay for any A&D 89 Services that are not properly reported through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for A&D 89 Services in a particular line of the Financial Assistance Award, to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of A&D 89 Services.
  3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for A&D 89 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for A&D 89 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate set forth in the applicable special condition identified in that line of the Financial Assistance Award for and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

**EXHIBIT B**

**SPECIALIZED SERVICE REQUIREMENTS**

Service Name(s): Adult Mental Health Services  
Residential Care Facilities  
Adult Foster Care Services  
Older/Disabled Adult Mental Health Services  
Special Projects

Service Element I.D. Code: MHS 20, MHS 28, MHS 34, MHS 35, MHS 37  
Specialized Service: EXTENDED CARE REQUIREMENTS  
Exhibit B Code: 20C

I. Service Description (exceeding Exhibit A)

If funds awarded in the Financial Assistance Award for any of the Mental Health Services identified above are subject to this Specialized Service Requirement, the delivery of the identified Mental Health Service with those funds must also comply with the extended care requirements set forth in this Specialized Service Requirement. The extended care requirements are requirements applicable to Mental Health Services delivered in the context of projects authorized by the Legislature and designed to achieve and maintain state hospital census reductions. These projects include the PASSAGES projects, the Psychiatric/Vocational projects and designated 365 Plans. The purpose of these projects is to support community tenure of individuals and help each individual achieve the maximum level of independence.

The delivery of Mental Health Services with funds provided under this Agreement that are subject to this Specialized Service Requirement does not change the County of Responsibility for the individual receiving the services. For purposes of this Specialized Service Requirement, the County of Responsibility for an individual is the county that first identified the individual as in need of publicly funded mental health services.

II. Performance Standards

- A. All individuals receiving Mental Health Services with funds provided under this Agreement that are subject to this Specialized Service Requirement must be approved as eligible by the Department's Office of Mental Health Services Extended Care Management Unit. In general, only individuals discharged from adult general units of state

hospitals or individuals transferred from secured residential treatment facilities or transferred from regional acute care facilities if they would otherwise be transferred to extended state hospital care are eligible for Mental Health Services with funds provided under this Agreement that are subject to this Specialized Service Requirement.

- B. Providers of Mental Health Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must deliver at least 75% of those services to individuals discharged from the state hospital or a secured residential treatment facility.
- C. Providers of Mental Health Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must, in consultation with the Department's Office of Mental Health Services Extended Care Management Unit, develop transition programs and meet transition goals for the transition of individuals receiving Mental Health Services with funds provided under this Agreement that are subject to this Specialized Service Requirement, to less intensive levels of care.

### III. Reporting Requirements (exceeding Exhibit A)

Providers of Mental Health Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must submit data, as reasonably requested by the Department from time to time, to assist the Department in measuring the outcomes of Mental Health Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement.

### IV. Payment Procedures (exceeding Exhibit A)

None.

Service Name: **Child and Adolescent Mental Health Services**  
Service Element I.D. Code: **MHS 22**  
Specialized Service Requirement: **TREATMENT FOSTER CARE SERVICES**  
Specialized Service Requirement Code: **22A**

I. **Service Description and Performance Requirements** (exceeding Exhibit A)

Funds awarded for MHS 22 Services that are identified in the Financial Assistance Award as subject to this Specialized Service Requirement are reserved in the Department's budget for delivery of individual skills training services to Medicaid-eligible children residing in specialty foster homes approved by the Department's Office for Services to Children and Families.

II. **Reporting Requirements** (exceeding Exhibit A)  
None.

III. **Payment Procedures** (exceeding Exhibit A)

Funds awarded for MHS 22 Services that are identified in the Financial Assistance Award as subject to this Specialized Service Requirement (the "MHS 22A Medicaid Limitation") are not paid, disbursed or settled under this Agreement. The MHS 22A Medicaid Limitation is paid directly to service providers on a fee for service basis by the Department's Office of Medical Assistance Programs ("OMAP") in accordance with OMAP procedures and at OMAP rates. The MHS 22A Medicaid Limitation is referenced in this Agreement for budgetary purposes. If the Department anticipates that Medicaid billings for MHS 22 Services subject to this Specialized Service Requirement and delivered in the County (or in the region served by the CMHP operated by or contractually affiliated with County, whichever area is larger) will exceed the MHS 22A Medicaid Limitation, the Department may unilaterally reduce the amount of funds awarded for MHS 22 Services not subject to this Specialized Service Requirement to the extent of the general fund portion of the anticipated shortfall and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the award of MHS 22 funds not subject to this Specialized Service Requirement and the increase in the MHS 22A Medicaid Limitation.



Service Name: Special Projects  
Service Element I.D. Code: MHS 28  
Specialized Service: SECURE RESIDENTIAL TREATMENT FACILITY  
Exhibit B Code: 28A

I. Service Description and Performance Requirements (exceeding Exhibit A)

Funds awarded for MHS 28 Services that are identified in the Financial Assistance Award as subject to this Specialized Service Requirement may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (as defined in OAR 309-35-100 through 309-35-190, as such rules may be revised from time to time) to individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. MHS 28 Services delivered with funds provided under this Agreement and subject to this Specialized Service Requirement include the following, in addition to the services otherwise described in the MHS 28 Service Description: rehabilitative services such as mental health assessment, diagnosis, and treatment plan development; monitoring and management of psychotropic medications; development of behavioral programs; establishment of a therapeutic milieu; group and individual skills training; consultation to other agencies/providers serving individuals receiving MHS 28 Services.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must comply with OAR 309-35-100 through 309-35-190, as such rules may be revised from time to time.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must deliver the services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by individuals receiving services at the facility, in compliance with Building Code and Uniform Fire Code provisions.

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must deliver the services in a facility staffed with a combination of on-site Qualified

Mental Health Professionals (as defined in OAR 309-035-0100 through 309-035-0190), Qualified Mental Health Associates (as defined in OAR 309-035-0100 through 309-035-0190) and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of residents, as identified in their service plans, on a 24-hour basis.

MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement may only be delivered to individuals approved by the Department's Office of Mental Health Services Extended Care Management Unit.

**II. Reporting Requirements (exceeding Exhibit A)**

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement must provide data related to the assessment of outcomes of such services, as such data may be reasonably requested by Department's Office of Mental Health Services.

**III. Payment Procedures (exceeding Exhibit A)**

For funds awarded for MHS 28 Services that are identified in the Financial Assistance Award as subject to this Specialized Service Requirement, the provision in Section IV(A)(3) is replaced with the following provision provided that if sufficient MHS 28 Services have been delivered under that line of the Financial Assistance Award to utilize at least 95% of the funds awarded in that line, County may retain the balance of the funds awarded on and disbursed to County under that line.

MHS28A/5.30.01

Service Name: Older/Disabled Mental Health Services  
Service Element I.D. Code: MHS 35  
Specialized Service: GERO-SPECIALIST  
Exhibit B Code: 35A

I. **Service Description and Performance Standards** (exceeding Exhibit A)

Providers of MHS 35 Services funded through this Agreement that are subject to this Specialized Service Requirement must ensure that staff providing such services:

- A. Regularly access a psychiatrist or nurse practitioner for case and medication review for individuals receiving MHS 35 Services funded through this Agreement and subject to this Specialized Service Requirement.
- B. Regularly participate in interdisciplinary team meeting with the Department's Senior and Disabled Services Division staff or contractors serving individuals receiving MHS 35 Services funded through this Agreement and subject to this Specialized Service Requirement.
- C. Provide discharge assistance (from in-patient psychiatric hospitals) and provide, or arrange for, short term follow-up services for individuals receiving MHS 35 Services funded through this Agreement and subject to this Specialized Service Requirement.
- D. Be available to County's crisis team and the Department's Senior and Disabled Services Division protective services for consultation on geriatric cases.

II. **Special Reporting Requirements** (exceeding Exhibit A)

None.

III. **Payment Procedures** (exceeding Exhibit A)

None.

MHS35A(5.31.01)

Service Name: **Older/Disabled Adult Mental Health Services**  
Service Element I.D. Code: **MHS 35**  
Specialized Service: **SDSD Residential**  
Exhibit B Code: **35B**

I. **Description of Service and Performance Standards (exceeding Exhibit A)**

Providers of MHS 35 services funded through this Agreement that are subject to this Specialized Service Requirement must, with respect to each individual receiving MHS 35 services funded through this Agreement and subject to this Specialized Service Requirement, enter into and maintain a written agreement with the Department's Senior and Disabled Services Division and the provider of residential services to that individual that addresses: approval of the Department's Senior and Disabled Services Division for the placement, the services to be provided by each entity, and an annual review of the appropriateness of the placement.

II. **Reporting Requirements (exceeding Exhibit A)**

Providers of MHS 35 services funded through this Agreement and subject to this Specialized Service Requirement must notify the Department's Office of Mental Health Services when the Provider discontinues such services to an individual.

Providers of MHS 35 services funded through this Agreement and subject to this Specialized Service Requirement must send a copy of all written agreements described above to the Department's Office of Mental Health Services within 30 days of the date of this Agreement or, for agreements entered into after the date of this Agreement, within 30 days after the date the agreement is entered into.

III. **Payment Procedures (exceeding Exhibit A)**

None.

Service Name: Special Projects  
Service Element I.D. Code: MHS 37  
Specialized Service: MHS HOUSING FUND AWARDS  
Exhibit B Code: 37B

I. Service Description and Performance Requirements  
(exceeding Exhibit A)

If the Department awards special project funds (MHS 37) to County for the development or preservation of housing for persons with serious mental illness who are at risk of psychiatric hospitalization or homelessness, such funds may be expended only in accordance with the Department's Financial Procedures Manual and may not be used (a) to cover costs eligible for funding from other sources or (b) to purchase furniture or equipment that does not become part of the real property.

II. Reporting Requirements (exceeding Exhibit A)

None.

III. Payment Procedures (exceeding Exhibit A)

A. Basis of Payment. Department payment for MHS 37 services identified in a particular line of the Financial Assistance Award and subject to this Specialized Service Requirement is based on reimbursement for actual expenses incurred by a provider in delivering the services under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all MHS 37 Services subject to this Specialized Service Requirement and delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for MHS 37 Services as specified in that line of the Financial Assistance Award.

2. Department is not obligated to pay for any MHS 37 Services that are not properly reported to Department as described in the Service Description or in this Specialized Service Requirement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.
- 
- B. Disbursement of Funds. Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for MHS 37 Services and subject to this Specialized Service Requirement, in a particular line of the Financial Assistance Award, to County upon presentation of an invoice or invoices therefor.
  - C. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for MHS 37 Services under a particular line of the Financial Assistance Award and subject to this Specialized Service Requirement and amounts due for such services based on actual expenditures incurred by a Provider in delivering the services under that line of the Financial Assistance Award during the period specified on that line, as such expenses are properly reported in CPMS or by other reporting method required or permitted by the Service Description or this Specialized Service Requirement.

## **EXHIBIT C**

### **REQUIRED PROVIDER CONTRACT PROVISIONS**

1. Provider shall comply with all applicable provisions of that certain 2001-2003 County Financial Assistance Agreement dated as of \_\_\_\_\_ between the State of Oregon acting by and through its Department of Human Services and \_\_\_\_\_ County.
2. Provider shall comply with all applicable federal, state and local laws including but not limited to all applicable federal and state statutes, rules and regulations.
3. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department or County.
4. Provider shall defend, save and hold harmless the State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this contract.
5. Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
6. Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this contract. The combined single

limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.

7. Provider, its subcontractors, if any, and all employers providing work, labor or materials under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. This shall include employers' liability insurance with coverage limits of not less than \$100,000 each accident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.
8. Provider shall name the State of Oregon, Department, County, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the contract. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of the services under this contract. In addition, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.



EXHIBIT D

DEPARTMENT OF HUMAN SERVICES  
Financial Assistance Award  
2001-2003

CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/05/2001

AGREEMENT#: 26-001  
Reference#: 000

LOCAL ADMINISTRATION

SECTION: 1  
SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B Codes	Spec Cond#
SE# 1 LOCAL ADMINISTRATION								
A	7/2001- 6/2002	N/A	\$1,944,413	\$0	0.	CSM	N/A	
A	7/2002- 6/2003	N/A	\$1,944,413	\$0	0.	CSM	N/A	
SUBTOTAL SE# 1			\$3,888,826	\$0				
TOTAL SECTION 1			\$3,888,826	\$0				
TOTAL AUTHORIZED FOR LOCAL ADMINISTRATION						<u>\$3,888,826</u>		

CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/05/2001

AGREEMENT#: 26-001  
Reference#: 000

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B Codes	Spec Cond#
SE# 20 NON-RESIDENTIAL ADULT MH SERV								
A	7/2001- 6/2002	N/A	\$303,292	\$0	0.	NA	20C	
A	7/2001- 6/2002	N/A	\$1,558,927	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$303,292	\$0	0.	NA	20C	
A	7/2002- 6/2003	N/A	\$1,558,927	\$0	0.	NA	N/A	
B	7/2001- 6/2002	N/A	\$1,713,551	\$0	15.	NA	20C	
B	7/2001- 6/2002	N/A	\$80,377	\$0	6.	NA	N/A	
B	7/2002- 6/2003	N/A	\$1,713,551	\$0	15.	NA	20C	
B	7/2002- 6/2003	N/A	\$80,377	\$0	6.	NA	N/A	
SUBTOTAL SE# 20			\$7,312,294	\$0				
SE# 21 PSYCHIATRIC DAY TMNT (PDTS)								
C	7/2001- 6/2002	N/A	\$495,463	\$0	18.	SLT	N/A	M0000 6
C	7/2002- 6/2003	N/A	\$495,463	\$0	18.	SLT	N/A	M0000 6
SUBTOTAL SE# 21			\$990,926	\$0				
SE# 22 CHILD & ADOLES MH SERVICES								
A	7/2001- 6/2002	N/A	\$517,922	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$517,922	\$0	0.	NA	N/A	
B	7/2001- 6/2002	N/A	\$279,050	\$0	10.	SLT	22A	
B	7/2002- 6/2003	N/A	\$279,050	\$0	10.	SLT	22A	
SUBTOTAL SE# 22			\$1,593,944	\$0				
SE# 24 REGIONAL ACUTE PSYCH INPATIENT								
A	7/2001- 6/2002	N/A	\$1,069,228	\$0	2311.99	CSD	N/A	M0000 2
A	7/2001- 6/2002	N/A	\$1,451,443	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$1,069,228	\$0	2311.99	CSD	N/A	M0000 2
A	7/2002- 6/2003	N/A	\$1,451,443	\$0	0.	NA	N/A	
SUBTOTAL SE# 24			\$5,041,342	\$0				
SE# 25 COMM CRISIS - ADULT & CHILD								
A	7/2001- 6/2002	N/A	\$3,454,003	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$3,454,003	\$0	0.	NA	N/A	

CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/05/2001

AGREEMENT#: 26-001  
Reference#: 000

MENTAL HEALTH SERVICES

SECTION: 1  
SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B Codes	Spec Cond#
SUBTOTAL SE# 25			\$6,908,006	\$0				

SE# 28 RESIDENTIAL TRTMNT FACILITY

A	7/2001- 6/2002	N/A	\$731,063	\$0	96.	SLT	N/A	M0000 4
A	7/2002- 6/2003	N/A	\$731,063	\$0	96.	SLT	N/A	M0000 4
B	7/2001- 6/2002	N/A	\$1,006,313	\$0	42.	SLT	20C	
B	7/2001- 6/2002	N/A	\$1,377,815	\$0	72.	SLT	N/A	
B	7/2002- 6/2003	N/A	\$1,006,313	\$0	42.	SLT	20C	
B	7/2002- 6/2003	N/A	\$1,377,815	\$0	72.	SLT	N/A	
SUBTOTAL SE# 28			\$6,230,382	\$0				

SE# 30 PSRB TMNT & SUPERVISION

A	7/2001- 6/2002	AETHIE-391005	\$8,739	\$0	0.	NA	N/A	M0000 1
A	7/2001- 6/2002	OB-IMZ-500721	\$4,606	\$0	0.	NA	N/A	M0000 1
A	7/2001- 6/2002	N/A	\$116,097	\$0	8.	SLT	20C	M0000 1
A	7/2001- 6/2002	IELLVI-730113	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	DDIONE-500128	\$6,511	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	YNOEER-650430	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	OLLETO-610224	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	ARKMIT-481111	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	RIAILI-480326	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	ONEODN-610224	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2001- 6/2002	N/A	\$713,056	\$0	72.	SLT	N/A	M0000 1
A	7/2002- 6/2003	OB-IMZ-500721	\$4,606	\$0	0.	NA	N/A	M0000 1
A	7/2002- 6/2003	AETHIE-391005	\$8,739	\$0	0.	NA	N/A	M0000 1
A	7/2002- 6/2003	N/A	\$116,097	\$0	8.	SLT	20C	M0000 1
A	7/2002- 6/2003	IELLVI-730113	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	ARKMIT-481111	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	YNOEER-650430	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	DDIONE-500128	\$6,511	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	ONEODN-610224	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	RIAILI-480326	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	OLLETO-610224	\$4,959	\$0	1.	SLT	N/A	M0000 1
A	7/2002- 6/2003	N/A	\$713,056	\$0	72.	SLT	N/A	M0000 1
SUBTOTAL SE# 30			\$1,757,526	\$0				

SE# 31 ENHANCED CARE SERVICES

A	7/2001- 6/2002	N/A	\$125,414	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$125,414	\$0	0.	NA	N/A	

CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/05/2001

AGREEMENT#: 26-001  
Reference#: 000

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B Codes	Spec Cond#
B	7/2001- 6/2002	N/A	\$420,015	\$0	0.	NA	20C	
B	7/2001- 6/2002	N/A	\$45,570	\$0	0.	NA	N/A	
B	7/2002- 6/2003	N/A	\$420,015	\$0	0.	NA	20C	
B	7/2002- 6/2003	N/A	\$45,570	\$0	0.	NA	N/A	
SUBTOTAL SE# 31			\$1,181,998	\$0				
SE# 34 ADULT FOSTER CARE MHS								
B	7/2001- 6/2002	N/A	\$482,230	\$0	0.	NA	N/A	
B	7/2002- 6/2003	N/A	\$482,230	\$0	0.	NA	N/A	
SUBTOTAL SE# 34			\$964,460	\$0				
SE# 35 OLDER/DISABLED ADULT MH SVCS								
A	7/2001- 6/2002	N/A	\$122,511	\$0	0.	NA	35A	
A	7/2001- 6/2002	ARTLIZ-510719	\$7,496	\$0	0.	NA	35B	
A	7/2001- 6/2002	NYDARC-430913	\$7,452	\$0	0.	NA	35B	
A	7/2001- 6/2002	IDOHAR-590706	\$7,803	\$0	0.	NA	35B	
A	7/2001- 6/2002	OWEULI-541016	\$7,803	\$0	0.	NA	35B	
A	7/2002- 6/2003	N/A	\$122,511	\$0	0.	NA	35A	
A	7/2002- 6/2003	ARTLIZ-510719	\$7,496	\$0	0.	NA	35B	
A	7/2002- 6/2003	NYDARC-430913	\$7,452	\$0	0.	NA	35B	
A	7/2002- 6/2003	IDOHAR-590706	\$7,803	\$0	0.	NA	35B	
A	7/2002- 6/2003	OWEULI-541016	\$7,803	\$0	0.	NA	35B	
SUBTOTAL SE# 35			\$306,130	\$0				
SE# 38 SUPPORTED EMPLOYMENT SERVCs								
A	7/2001- 6/2002	N/A	\$283,311	\$0	825.	CSM	N/A	M0000 3
A	7/2002- 6/2003	N/A	\$283,311	\$0	825.	CSM	N/A	M0000 3
SUBTOTAL SE# 38			\$566,622	\$0				
SE# 39 CSS-HOMELESS								
A	7/2001- 6/2002	N/A	\$231,250	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$231,250	\$0	0.	NA	N/A	
SUBTOTAL SE# 39			\$462,500	\$0				

CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/05/2001

AGREEMENT#: 26-001  
Reference#: 000

MENTAL HEALTH SERVICES

SECTION: 1  
SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B Codes	Spec Cond#
SE# 128 PSYCH RES TREAT FACIL (JCAHO)								
B	7/2001- 6/2002	OOKNDR-880418	\$93,137	\$0	1.	SLT	N/A	M0000
B	7/2001- 6/2002	N/A	\$568,136	\$0	6.1	SLT	N/A	M0000
B	7/2002- 6/2003	OOKNDR-880418	\$93,137	\$0	1.	SLT	N/A	M0000
B	7/2002- 6/2003	N/A	\$568,136	\$0	6.1	SLT	N/A	M0000
SUBTOTAL SE# 128			\$1,322,546	\$0				
TOTAL SECTION 1			\$34,638,676	\$0				
TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES					\$34,638,676			

The following SPECIAL CONDITIONS apply to funds awarded in Section II as indicated by the Special Condition number in column 9.

- M0000 - 1 For slots made available during a particular month, Department will pay \$413.25 per month per slot for up to 6 slots, \$542.59 per month per slot for up to 1 slot, \$761.26 per month per slot for up to 12 slots, \$838.10 per month per slot for up to 60 slots and \$1,209.35 per month per slot for up to 8 slots.
- M0000 - 2 For services delivered in MHS 24 (Acute Care) to individuals during a particular month, Department will pay \$462.47 per day per individual.

per 1 in MHS 24 (Acute Care)

- M0000 - 3 For services delivered in MHS 38 (Supported Employment Services) to individuals during a particular month, Department will pay \$435.76 per month per individual.
- M0000 - 4 For slots made available during a particular month, Department will pay \$612.87 per month per slot for up to 56 slots, and \$665.03 per month per slot for up to 40 slots.
- M0000 - 5 County shall pay to the Department from the County's general funds \$256,970 no later than August 1, 2001 and an additional \$256,970 no later than August 1, 2002. Department shall use the moneys to finance the general fund Medicaid match portion of the cost of MHS 21 services for at least thirty preschool children who have severe emotional disturbances and are residents of Multnomah County, at least ten of which will be served at a location in the North/Northeast quadrant of Multnomah County.
- M0000 - 6 For services delivered in MHS 21 (Day and Residential Treatment Services) to individuals during a particular day, Department will pay \$119.68 per day per individual.
- M0000 - 7 For services delivered in MHS 128 (Psychiatric Residential Treatment Facilities) to individuals during a particular day, Department will pay \$255.17 per day per individual.

DEPARTMENT OF HUMAN SERVICES  
Financial Assistance Award  
2001-2003

CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/06/2001

AGREEMENT#: 26-001  
Reference#: 000

ALCOHOL AND DRUG SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB B Codes	Spec Cond#
SE# 61 ADULT ALCOHOL/DRUG RES. TMNT								
A	7/2001- 6/2002	N/A	\$6,460,500	\$0	64605.	CSD	N/A	A0001 1
A	7/2002- 6/2003	N/A	\$6,460,500	\$0	64605.	CSD	N/A	A0001 1
SUBTOTAL SE# 61			\$12,921,000	\$0				
SE# 62 DEPENDENT RESIDENTIAL								
A	7/2001- 6/2002	N/A	\$251,850	\$0	8395.	CSD	N/A	A0001 2
A	7/2002- 6/2003	N/A	\$251,850	\$0	8395.	CSD	N/A	A0001 2
SUBTOTAL SE# 62			\$503,700	\$0				
SE# 66 CONTINUUM OF CARE								
A	7/2001- 6/2002	N/A	\$3,533,158	\$0	1691.	CSY	N/A	A0001 4
A	7/2002- 6/2003	N/A	\$3,412,138	\$0	1524.	CSY	N/A	A0001 4
SUBTOTAL SE# 66			\$6,945,296	\$0				
SE# 68 DUII INFORMATION								
A	7/2001- 6/2002	N/A	\$6,737	\$0	0.	CSH	N/A	A0001 5
A	7/2002- 6/2003	N/A	\$6,737	\$0	0.	CSH	N/A	A0001 5
SUBTOTAL SE# 68			\$13,474	\$0				
SE# 70 PREVENTION								
A	7/2001- 6/2002	N/A	\$302,050	\$0	0.	NA	N/A	
A	7/2002- 6/2003	N/A	\$302,050	\$0	0.	NA	N/A	
C	7/2001- 6/2002	N/A	\$50,000	\$0	0.	NA	N/A	
C	7/2002- 6/2003	N/A	\$50,000	\$0	0.	NA	N/A	
SUBTOTAL SE# 70			\$704,100	\$0				



CONTRACTOR: MULTNOMAH COUNTY  
DATE: 06/06/2001

AGREEMENT#: 26-001  
Reference#: 000

ALCOHOL AND DRUG SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Units	Unit Type	EXHIB. B Codes	Spec Cond#
SE# 71 YOUTH A&D RES TMNT								
A	7/2001- 6/2002	N/A	\$412,450	\$0	3650.	CSD	N/A	A0001 3
SUBTOTAL SE# 71			\$412,450	\$0				
SE# 78 DUII REHAB PROGRAM								
A	7/2001- 6/2002	N/A	\$400,396	\$0	0.	CSH	N/A	A0001 6
A	7/2002- 6/2003	N/A	\$400,396	\$0	0.	CSH	N/A	A0001 6
SUBTOTAL SE# 78			\$800,792	\$0				
SE# 87 MARIJUANA EDUCATION LEVEL I								
A	7/2001- 6/2002	N/A	\$1,021	\$0	0.	CSH	N/A	A0001 8
A	7/2002- 6/2003	N/A	\$1,021	\$0	0.	CSH	N/A	A0001 8
SUBTOTAL SE# 87			\$2,042	\$0				
SE# 88 MARIJUANA TMNT LEVEL II								
A	7/2001- 6/2002	N/A	\$2,042	\$0	0.	CSH	N/A	A0001 9
A	7/2002- 6/2003	N/A	\$2,042	\$0	0.	CSH	N/A	A0001 9
SUBTOTAL SE# 88			\$4,084	\$0				
SE# 89 MARIJUANA EVAL SERV								
A	7/2001- 6/2002	N/A	\$937	\$0	0.	CSE	N/A	A0001 0
A	7/2002- 6/2003	N/A	\$937	\$0	0.	CSE	N/A	A0001 0
SUBTOTAL SE# 89			\$1,874	\$0				
TOTAL SECTION 1			\$22,308,812	\$0				

TOTAL AUTHORIZED FOR ALCOHOL AND DRUG SERVICES

\$22,308,812

The following SPECIAL CONDITIONS apply to funds awarded in Section II as indicated by the Special Condition number in column 9.

- A0001 0 The rate for AD 89 is \$90.00 per CSE (Client Service Evaluation), with total payments not to exceed the total amount awarded on this line.
- A0001 1 The rate for AD 61 is \$100.00 per CSD (Client Service Day), with total payments not to exceed the total amount awarded on this line.
- A0001 2 The rate for AD 62 is \$30.00 per CSD (Client Service Day), with total payments not to exceed the total amount awarded on this line.
- A0001 3 The rate for AD 71 is \$113.00 per CSD (Client Service Day), with total payments not to exceed the total amount awarded on this line.
- A0001 4 The case-rate for AD 66 is \$2,239.00 per CSY (Client Service Year), with total payments not to exceed the total amount awarded on this line.
- A0001 5 The rate for AD 68 delivered to indigent individuals is \$9.24 per CSH (Client Service Hour) (with a maximum of 40 CSH's per individual per DUII, \$42.67 per CSH for interpreter assistance and \$19.51 per urinalysis (with a maximum of one urinalysis per individual)). An indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that he or she meets the Department's Adult and Family Services (AFS) food stamp eligibility requirements, based on 130 % Federal Poverty Guidelines. The rate for AD 68 delivered to partially indigent individuals is \$4.63 per CSH, \$35.13 per CSH for interpreter assistance and \$9.76 per urinalysis (with a maximum of one urinalysis per individual). A partial indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that his or her household income does not exceed 185% of Federal Poverty Guidelines that AFS uses to determine food stamp eligibility and whose liquid assets do not exceed \$2,000 (\$3,000 if the individual has elderly or disabled dependents). Total payments will not exceed the total amount awarded on this line.

- A0001 6 The rate for AD 78 delivered to indigent individuals is \$15.39 per CSH (Client Service Hour). (with a maximum of 40 CSH's per individual per DUII). \$42.67 per CSH for interpreter assistance and \$19.51 per urinalysis (with a maximum of 2 urinalyses per individual per DUII). An indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that he or she meets the Department's Adult and Family Services (AFS) food stamp eligibility requirements, based on 130% Federal Poverty Guidelines. The rate for AD 78 delivered to partially indigent individuals is \$4.63 per CSH (with a maximum of 40 CSH's per individual per DUII). \$35.13 per CSH for interpreter assistance and \$9.76 per urinalysis (with a maximum of 2 urinalyses per individual per DUII). A partial indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that his or her household income does not exceed 185% of Federal Poverty Guidelines that AFS uses to determine food stamp eligibility and whose liquid assets do not exceed \$2,000 (\$3,000 if the individual has elderly or disabled dependents). Total payments will not exceed the total amount awarded on this line.
- A0001 8 The rate for AD 87 delivered to indigent individuals is \$19.51 per CSH (Client Service Hour) (with a maximum of 12 CSH's per individual per conviction) for treatment services. \$42.67 per CSH for interpreter assistance, and \$19.51 per urinalysis (with a maximum of 4 urinalyses per individual). An indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that he or she meets the Department's Adult and Family Services (AFS) food stamp eligibility requirements, based on 130% Federal Poverty Guidelines.
- A0001 9 The rate for AD 88 delivered to indigent individuals is \$15.39 per CSH (Client Service Hour) (with a maximum of 40 CSH's per individual per conviction for treatment services). \$40.39 per CSH for interpreter assistance, and \$19.51 per urinalysis (with a maximum of 8 urinalyses per individual). An indigent is an Oregon-arrested DUII diversion or convicted individual receiving services in Oregon who has provided the Provider with evidence that he or she meets the Department's Adult and Family Services (AFS) food stamp eligibility requirements, based on 130% Federal Poverty Guidelines.

MEETING DATE: June 21, 2001  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:50 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

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AGENDA PLACEMENT FORM

SUBJECT: Adopting the FY 2002 Dunthorpe-Riverdale District No. 1 Budget

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

REGULAR MEETING:                      DATE REQUESTED: June 21, 2001  
   AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: DSCD                      DIVISION: Transportation

CONTACT: Tom Hansell                      TELEPHONE #: (503) 988-5050, ext 29833  
   BLDG/ROOM #: 425-TRANS

PERSON(S) MAKING PRESENTATION: Tom Hansell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution adopting the FY 2002 Dunthorpe-Riverdale Service District No. 1 Budget and making appropriations.

06/22/01 copies to Tom Hansell & Dave Boyce

SIGNATURES REQUIRED:

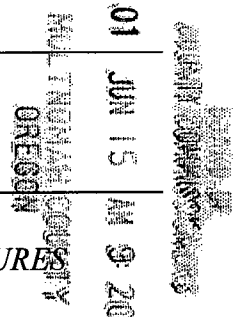
ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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





Dept. of Sustainable Community Development


**MULTNOMAH COUNTY OREGON**

Transportation Division

1600 SE 190th Avenue  
Portland, Oregon 97233-5910  
503-988-5050

**SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Harold E. Lasley, P.E., Transportation Director  
Tom Hansell, Transportation Support Services Manager 

**DATE:** June 4, 2001

**REQUESTED PLACEMENT DATE:** June 21, 2001

**SUBJECT:** Adopting the FY 2002 Budget for the Dunthorpe-Riverdale Service District No. 1

1. Recommendation/Action Requested:

Adopt FY 2002 Budget for the Dunthorpe-Riverdale Service District No. 1 and make appropriations.

2. Background/Analysis:

The Dunthorpe-Riverdale Service District No. 1 was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 560 clients are mainly located in unincorporated Multnomah County with a few customers in northern Clackamas County and the City of Portland. District growth has stabilized due to substantial completion of municipal annexations.

The Dunthorpe-Riverdale Service District contracts with the City of Portland for all operations of the sewage system. The City of Portland provides design and engineering services for construction, reconstruction and/or improvement of the district's facilities. For the past few years, the City has been planning several projects to reconstruct four pump stations in the District: Riverview, Elk Rock, Bebe Creek, and Tyron Creek. In the current FY 2001 budget a \$510,000 capital is scheduled for completion. The District has carried over funds in prior year's budgets to meet the remaining capital needs of the district. Based on information provided by the City, the District has budgeted a capital outlay of \$380,000 in the next year for continued pump station reconstruction.

The Dunthorpe-Riverdale FY 2002 Budget has no significant changes from the FY 2001 budget. The budget has no increases in the monthly service charge of \$39.00/dwelling unit/month.

Staff Report

RE: Adopting the FY 2002 Budget for the Dunthorpe-Riverdale Service

June 4, 2001

3. Financial Impact:

See above.

4. Legal Issues:

The district is a separate legal entity. Because of its size it requires a budget committee. On May 9, 2001, in the Board Room of the Multnomah Building, the Budget Committee was convened to hear the budget. A budget committee was formed, with Commissioner Roberts as Chair and Commissioner Naito as Secretary. Harold Lasley from the Department of Sustainable Community Development is the Budget Officer for the district.

The budget committee then discussed and approved the budget as submitted. However, the committee also has the authority to amend the budget if deemed so. After approval, the Budget Officer filed the budget with the Tax Supervising Conservation Commission (TSCC) as required by ORS.

Because the district covers a population of less than 100,000, it is not legally necessary to request a TSCC hearing for the budget. The approved budget for the district has been submitted to TSCC and they have certified the budget.

The last step is for the Board of Commissioners to adopt the budget.

5. Controversial Issues:

N/A

6. Link to Current County Policies:

The budget complies with Oregon Budget Law.

7. Citizen Participation:

At the May 9<sup>th</sup> budget committee meeting a public hearing was opened, to hear and consider any testimony by the public about the budget. No testimony was received.

8. Other Government Participation:

NA



**Tax Supervising  
& Conservation  
Commission**

PO Box 8428  
Portland, Oregon  
97207-8428

Telephone (503) 988-3054

Fax: (503) 988-3053

E-Mail:  
TSCC@co.multnomah.or.us

Web Site:  
[www.multnomah.lib.or.us/tsccl](http://www.multnomah.lib.or.us/tsccl)

**DATE:** May 23, 2001

**TO:** Tom Hansell

**FROM:** Linda Burglehaus / Kay Johnston

**SUBJECT:** Dunthorpe-Riverdale Service District 2001-02 Budget

We have completed the review of the 2001-02 budget for Dunthorpe-Riverdale Service District. The budget looks great - especially for your first time through the process. The following are the staff to staff comments based on that review.

- ① The 1999-00 year in the budget detail sheets needs to match the numbers out of the audit for year ending June 30, 2000. The following changes must be made to the 1999-00 column on the LB-20:
  - Line 2 should read \$ 830,667
  - Line 4 should read \$ 53,410
  - Line 6 should read \$ 5,000
  - Line 7 should read \$ 253,259
- ② The approved budget column must be completed to reflect the action of the budget committee. At a minimum the column should have "same as previous" or "same as proposed" entered.
- ③ Once the Board adopts the budget on June 14 you must then complete the last column to reflect the action the Board took. Again at a minimum the column should have "same as previous" or "same as approved" entered.
4. Do not fill in any part of the LB-2. Since you only have one fund you only need to use the LB-1.
5. Before the LB-1 is published you must correct the typo on line 3 of the LB-1 Total Capital Outlay to read \$380,000.
6. Before submitting the LB-1 form to the newspaper you can cut off the bottom portion of the form which will save some publication costs.

The Certification Letter to the Board has been sent under separate cover. The letter contained no objections or recommendations.

Enclosed is a checklist that outlines the items required to be included in the adopted budget that is to be filed with TSCC. If you need to extend the 15 day filing requirement please let us know.

Feel free to call if you have any questions or need our assistance.

**Commissioners**  
Richard Anderson  
Anthony Jankans  
Lynn McNamara  
Carol Samuels  
Julie Van Noy

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR DUNTHORPE-RIVERDALE SERVICE DISTRICT NO. 1

**RESOLUTION NO. \_\_\_\_\_**

Adopting The 2001-02 Budget For The Dunthorpe-Riverdale Service District No. 1 And Making Appropriations.

**The Multnomah County Board of Commissioners Finds:**

- a. The Dunthorpe-Riverdale Service District No. 1 Budget, as prepared by the Budget Officer, has been considered and approved by the budget committee and has been certified by the Tax Supervising and Conservation Commission with no objections.
- b. The Budget as certified is on file in the Budget and Quality Office of Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

1. The Budget is adopted as the budget of Dunthorpe-Riverdale Service District No. 1.
2. The following appropriations are authorized for the fiscal year July 1, 2001 to June 30, 2002:

<b>Fund</b>	<b>Appropriation</b>
General Fund	
Materials & Services	\$265,000
Capital Outlay	\$380,000
Contingency	\$ 40,000
Total Requirements	\$685,000

ADOPTED this 21st day of June 2001.

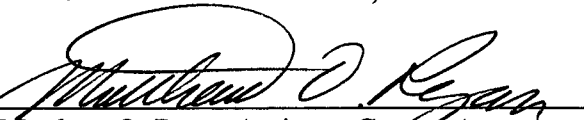
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR DUNTHORPE-  
RIVERDALE SERVICE DISTRICT NO. 1

---

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

THRJ3711.DOC



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR DUNTHORPE-RIVERDALE SERVICE DISTRICT NO. 1

**RESOLUTION NO. 01-086**

Adopting the 2001-02 Budget for the Dunthorpe-Riverdale Service District No. 1 and Making Appropriations

**The Multnomah County Board of Commissioners Finds:**

- a. The Dunthorpe-Riverdale Service District No. 1 Budget, as prepared by the Budget Officer, has been considered and approved by the budget committee and has been certified by the Tax Supervising and Conservation Commission with no objections.
- b. The Budget as certified is on file in the Budget and Quality Office of Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

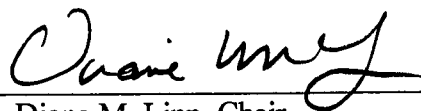
1. The Budget is adopted as the budget of Dunthorpe-Riverdale Service District No. 1.
2. The following appropriations are authorized for the fiscal year July 1, 2001 to June 30, 2002:

<b>Fund</b>	<b>Appropriation</b>
General Fund	
Materials & Services	\$265,000
Capital Outlay	\$380,000
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Total Requirements	\$685,000

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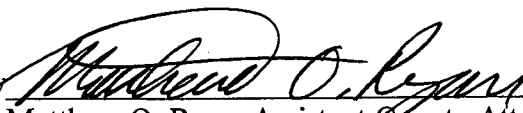
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR DUNTHORPE-  
RIVERDALE SERVICE DISTRICT NO. 1

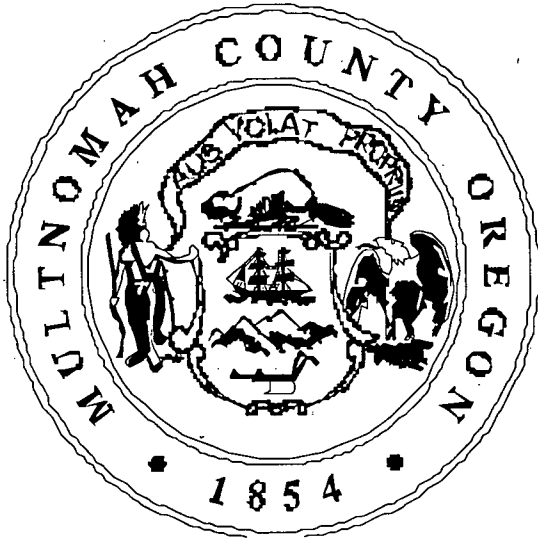


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



# Multnomah County

## Service Districts' Budgets

**Fiscal Year 2001-2002**

**Mid-County Street Lighting Service District No. 14 - Adopted**  
**Dunthorpe-Riverdale Sanitary Service District No. 1 - Adopted**

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# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

## Introduction

Multnomah County's Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451 to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the governing body of each district. The budget committee for each district consists of the members of the Board and residents of the district appointed by the Board for terms of three years.

The annual budget for each district is prepared under the direction of a budget officer designated by the Board. The budget committee reviews the annual budget and approves it, either as submitted by the budget officer or with revisions requested by the committee.

These procedures fulfill the requirements of Oregon's Local Budget Law (ORS 294), which provides specific methods for obtaining public review and comment on the financial and administrative policies of the districts.

## Explanation of the Budget Document

This document consists of a detailed schedule of the resources and requirements of each of the two districts in Multnomah County.

Preceding the financial information for each district is a brief budget message, which discusses special items pertaining to the individual district, including any major changes in either resources or requirements.

## Service Districts' Financial Policies

Multnomah County's Department of Sustainable Community Development and Department of Support Services provides administrative and financial services, respectively, to the two districts. Each district is, however, a separate and independent financial entity. Expenses incurred, such as administration and engineering provided by the Department of Sustainable Community Development, are met with revenue from sewer user charges, connection fees and/or assessments to real property within the street lighting or sanitary sewer service district.

For the purposes of countywide financial reporting, each district is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP). Under the accrual basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time they are incurred. Budgets and comparative historical cost summaries are prepared using these bases. This practice conforms to Oregon's Local Budget Law.

### Summary of Service Districts' Requirements

<u>SERVICE DISTRICT</u>	<u>ACTUAL 98-99</u>	<u>ACTUAL 99-00</u>	<u>BUDGET 00-01</u>	<u>PROPOSED 01-02</u>
Dunthorpe-Riverdale Service District No. 1	1,026,350	1,142,335	1,133,000	769,944
Mid-County Service District No. 14	<u>1,051,342</u>	<u>1,063,835</u>	<u>1,056,000</u>	<u>1,059,400</u>
TOTAL	<u>2,077,692</u>	<u>2,206,170</u>	<u>2,189,000</u>	<u>1,829,344</u>

### Summary of Administrative Reimbursements (Charges By Multnomah County to Service Districts)

<u>SERVICE DISTRICT</u>	<u>ACTUAL 98-99</u>	<u>ACTUAL 99-00</u>	<u>BUDGET 00-01</u>	<u>PROPOSED 01-02</u>
Dunthorpe-Riverdale Service District No. 1	6,865	10,103	10,000	10,000
Mid-County Service District No. 14	<u>14,163</u>	<u>28,585</u>	<u>20,000</u>	<u>30,000</u>
TOTAL	<u>21,028</u>	<u>38,688</u>	<u>30,000</u>	<u>40,000</u>

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

<b>DUNTHORPE-RIVERDALE SANITARY SERVICE DISTRICT NO. 1</b> <b>Budget Committee Approval</b>	
<b>The following members of the budget committee for the Dunthorpe-Riverdale Sanitary Service District No. 1 met on May 9, 2001 and approved the proposed budget for Fiscal Year 2001-2002:</b>	
<b>Chairperson</b>	
<b>Signed copy on file at District office</b>	

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

## **Budget Message — Dunthorpe-Riverdale Sanitary Service District No. 1**

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 560 clients are mainly located in unincorporated Multnomah County with a few customers in northern Clackamas County and the City of Portland. District growth has stabilized due to substantial completion of municipal annexations.

The City of Portland's Bureau of Environmental Services maintains the district's lines and treats the sewage flow at Portland's Tryon Creek Treatment Plant. It also provides design and engineering services for construction, reconstruction and/or improvement of the district's facilities.

For the past few years, the City has been planning several projects to reconstruct three pump stations in the District. The District has carried over funds in prior years' budget in anticipation of the City starting construction. Based on information provided by the City, the District is expecting pump station reconstruction costs to be \$510,000 in fiscal year 2000-2001. The City of Portland projects additional capital costs of \$380,000 in fiscal year 2001-2002 and \$300,000 in fiscal year 2002-2003. With the completion of these projects all of the pump stations owned by the District will be updated to current standards.

The current service charge is \$39.00 per month. For fiscal year 2001-2002, the District will propose a ten percent increase in this rate, to \$42.90. This increase matches the ten percent treatment cost increase projected by Portland. The unappropriated ending fund balance is intended to fund the anticipated capital projects and depreciation of the District's facilities.

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

FORM  
LB-20

## RESOURCES

General  
Fund

Dunthorpe-Riverdale District No. 1  
(Name of Municipal Corporation)

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2001 - 2002		
	Actual		Adopted Budget This Year 2000-2001		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 1998-1999	First Preceding Year 1999-2000					
				Beginning Fund Balance			
1.				1. Available Cash on Hand * (cash basis), or			
2.	\$729,724	\$830,667	\$850,000	2. Net Working Capital* (accrual basis)	\$496,944	\$496,944	\$496,944
3.				3. Previously levied taxes estimated to be received			
4.	\$43,838	\$53,410	\$25,000	4. Interest	\$15,000	\$15,000	\$15,000
5.				5. OTHER RESOURCES			
6.	\$10,000	\$5,000	\$10,000	6. Connection fee contributions	\$10,000	\$10,000	\$10,000
7.	\$242,788	\$253,259	\$248,000	7. Sewer user assessments	\$248,000	\$248,000	\$248,000
8.				8.			
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22.				22.			
23.				23.			
24.				24.			
25.				25.			
26.				26.			
27.				27.			
28.				28.			
29.	\$1,026,350	\$1,142,336	\$1,133,000	29. Total resources, except taxes to be levied	\$769,944	\$769,944	\$769,944
30.				30. Taxes necessary to balance			
31.				31. Taxes collected in year levied			
32.	\$1,026,350	\$1,142,336	\$1,133,000	32. TOTAL RESOURCES	\$769,944	\$769,944	\$769,944



# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

4.				4.			
5.				5.			
6.				6.			
7.				7.	TOTAL PERSONAL SERVICES		
					MATERIALS AND SERVICES		
8.	\$186,620	\$203,322	\$230,000	8.	Sewer system maintenance and sewage disposal expenses (service charges by Portland)	\$252,000	\$252,000 \$252,000
9.	\$6,865	\$10,103	\$10,000	9.	Administrative costs (service reimbursements to county general and road funds)	\$10,000	\$10,000 \$10,000
10.	\$2,198	\$150	\$3,000	10.	Other district expenses	\$3,000	\$3,000 \$3,000
11.				11.			
12.				12.			
13.				13.			
14.	\$195,683	\$213,575	\$243,000	14.	TOTAL MATERIAL AND SERVICES	\$265,000	\$265,000 \$265,000
					CAPITAL OUTLAY		
15.	\$0	\$0	\$510,000	15.	Pump stations' reconstruction costs (engineering and construction service charges by Portland)	\$380,000	\$380,000 \$380,000
16.				16.			
17.				17.			
18.				18.			
19.				19.			
20.				20.			
21.	\$0	\$0	\$510,000	21.	TOTAL CAPITAL OUTLAY	\$380,000	\$380,000 \$380,000
					TRANSFERRED TO OTHER FUNDS		
22.				22.			
23.				23.			
24.				24.			
25.			\$40,000	25.	General Operating Contingency	\$40,000	\$40,000 \$40,000
26.	\$0	\$0	\$40,000	26.	TOTAL TRANSFERS & CONTINGENCIES	\$40,000	\$40,000 \$40,000
27.	\$195,683	\$213,575	\$793,000	27.	TOTAL EXPENDITURES	\$685,000	\$685,000 \$685,000
28.	\$830,667	\$928,760	\$340,000	28.	UNAPPROPRIATED ENDING FUND BALANCE	\$84,944	\$84,944 \$84,944
29.	\$1,026,350	\$1,142,335	\$1,133,000	29.	TOTAL	\$769,944	\$769,944 \$769,944

150-504-030 (Rev. 9-94)

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

<b>MID-COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14</b> <b>Budget Committee Approval</b>	
<b>The following members of the budget committee for the Mid-County Street Lighting Service District met on May 9, 2001 and approved the proposed budget for Fiscal Year 2001-2002:</b>	
<b>Chairperson</b>	
<b>Signed copy on file at District office</b>	

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

## **Budget Message — Mid-County Street Lighting Service District No. 14**

This county service district (originally known as Tulip Acres Lighting District when formed in 1967) now includes most of the unincorporated urban area of Multnomah County as well as the cities of Fairview, Maywood Park and Troutdale. District growth has stabilized due to the substantial completion of municipal annexations. However, the District continues to experience mild increases in growth because of urban development.

Portland General Electric (PGE) provides energy and maintenance services for the District. The county's Department of Sustainable Community Development's Transportation Division provides illumination engineering and design.

The District has been evaluating the schedule for replacement of existing lighting equipment. An inventory of District assets has located approximately fifteen percent of the District's equipment is past or near its life expectancy. Budgeted capital outlay for light pole and fixture replacement in fiscal year 2001-2002 is \$450,000.

The district's current assessment is \$35.00 per property per year. For fiscal year 2001-2002, the District proposes no change in this rate. An unappropriated ending fund balance is intended to fund the replacement of the depreciated District's facilities.

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

FORM  
LB-20

## RESOURCES

General  
Fund

Mid-County District No. 14  
(Name of Municipal Corporation)

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2001 - 2002		
	Actual		Adopted Budget This Year 2000 - 2001		Proposed By Budget Officer	Approved By Budget Committee 5/3/00	Adopted By Governing Body
	Second Preceding Year 1998 - 1999	First Preceding Year 1999 - 2000					
				Beginning Fund Balance			
1.				1. Available Cash on Hand * (cash basis), or			
2.	\$824,168	\$826,827	\$825,000	2. Net Working Capital* (accrual basis)	\$828,900	\$828,900	\$828,900
3.	\$5,382	\$4,620	\$5,000	3. Previously levied taxes estimated to be received	\$0	\$0	\$0
4.	\$45,437	\$48,727	\$45,000	4. Interest	\$45,500	\$45,500	\$45,500
5.				5. OTHER RESOURCES			
6.	\$176,355	\$182,421	\$180,000	6. Assessments	\$185,000	\$185,000	\$185,000
7.	\$0	\$1,240	\$1,000	7. Sundry	\$0	\$0	\$0
8.				8.			
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10.				10.			
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25.				25.			
26.				26.			
27.				27.			
28.				28.			
29.	\$1,051,342	\$1,063,835	\$1,056,000	29. Total resources, except taxes to be levied	\$1,059,400	\$1,059,400	\$1,059,400
30.				30. Taxes necessary to balance			
31.				31. Taxes collected in year levied			
32.	\$1,051,342	\$1,063,835	\$1,056,000	32. TOTAL RESOURCES	\$1,059,400	\$1,059,400	\$1,059,400

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

FORM  
LB-30

## EXPENDITURE SUMMARY BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Mid-County District No. 14

Name of Organizational Unit—Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year 2001 - 2002		
	Actual		Adopted Budget This Year 2000 - 2001		Proposed By Budget Officer	Approved By Budget Committee 5/3/00	Adopted By Governing Body
	Second Preceding Year 1998 - 1999	First Preceding Year 1999 -2000					
				PERSONAL SERVICES			
1.				1.			
2.				2.			
3.				3.			
4.				4.			
5.				5.			
6.				6.			
7.				7. TOTAL PERSONAL SERVICES			
				MATERIALS AND SERVICES			
8.	\$184,264	\$185,650	\$190,000	8. Energy, maintenance and rental expenses (service charges by Portland General Electric)	\$240,000	\$240,000	\$240,000
9.	\$14,163	\$28,581	\$20,000	9. Administrative costs (service reimbursements to county general and road funds)	\$30,000	\$30,000	\$30,000
10.	\$26,088	\$180	\$25,000	10. Other Expenses	\$25,000	\$25,000	\$25,000
11.				11.			
12.				12.			
13.				13.			
14.	\$224,515	\$214,411	\$235,000	14. TOTAL MATERIAL AND SERVICES	\$295,000		\$295,000
				CAPITAL OUTLAY			
15.	\$0	\$12,087	\$150,000	15. Equipment replacements	\$450,000	\$450,000	\$450,000
16.				16.			
17.				17.			
18.				18.			
19.				19.			
20.				20.			
21.	\$0	\$12,087	\$150,000	21. TOTAL CAPITAL OUTLAY	\$450,000	\$450,000	\$450,000
				TRANSFERRED TO OTHER FUNDS			
22.				22.			
23.				23.			
24.				24.			
25.		\$0	\$25,000	25. General Operating Contingency	\$25,000	\$25,000	\$25,000
26.	\$0	\$0	\$25,000	26. TOTAL TRANSFERS & CONTINGENCIES	\$25,000	\$25,000	\$25,000
27.	\$224,515	\$226,498	\$410,000	27. TOTAL EXPENDITURES	\$770,000	\$475,000	\$770,000
28.	\$826,827	\$837,337	\$646,000	28. UNAPPROPRIATED ENDING FUND BALANCE	\$289,400	\$289,401	\$289,402
29.	\$1,051,342	\$1,063,835	\$1,056,000	29. TOTAL	\$1,059,400	\$764,401	\$1,059,402

MEETING DATE: June 21, 2001  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:55 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

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AGENDA PLACEMENT FORM

SUBJECT: Adopting the FY 2002 Mid-County Street Lighting Service District No. 14 Budget

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

REGULAR MEETING:                      DATE REQUESTED: June 21, 2001  
   AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: DSCD                      DIVISION: Transportation

CONTACT: Tom Hansell                      TELEPHONE #: (503) 988-5050, ext 29833  
   BLDG/ROOM #: 425-TRANS

PERSON(S) MAKING PRESENTATION: Tom Hansell

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution adopting the FY 2002 Mid-County Street Lighting Service District No. 14 Budget and making appropriations.

06/22/01 copies to Tom Hansell & Dave Boyer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

Transportation Division  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910  
(503) 988-5050

**SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Harold Lasley, PE, Transportation Director  
Tom Hansell, Transportation Support Services Manager

**DATE:** June 4, 2001

**REQUESTED PLACEMENT DATE:** June 21, 2001

**SUBJECT:** Approval of the FY 2002 Budget for the Mid-County Street Lighting Service District No. 14

1. Recommendation/Action Requested:

Adopt FY 2002 Budget for the Mid-County Street Lighting Service District No. 14.

2. Background/Analysis:

The Mid-County Street Lighting Service District arranges for street lights and pays the utilities for those lights in the unincorporated urban portions of Multnomah County and the cities of Fairview, Maywood Park and Troutdale. District growth has stabilized due to the substantial completion of municipal annexations. However, the district continues to experience mild increases in growth because of urban development.

Portland General Electric (PG&E) provides energy and maintenance services for the district. The County's Department of Sustainable Community Development, Transportation Division provides the illumination engineering and design.

The Mid-County FY 2002 budget is experiencing two significant changes from the FY 2001 budget. The district has been evaluating the schedule for replacement of existing facilities and the need for additional facilities. Budgeted capital outlay in FY 2002 is \$450,000. Energy costs are shown as at a 26% increase from FY 2001.

The District's budget has no increase in the monthly service charge of \$35.00 / property / month. The Unappropriated ending fund balance is intended to fund the depreciation of the District's facilities.

Staff Report

RE: Approval of the FY 2002 Budget for the Mid-County Street Lighting Service District  
Page 2

3. Financial Impact:

See above.

4. Legal Issues:

The district is a separate legal entity. Because of its size, it requires a budget committee. On May 9, 2001 in the Board Room of the Multnomah Building, the Budget Committee was convened to hear the budget. A budget committee was formed, with Commissioner Cruz as Chair and Commissioner Roberts as Secretary. Harold Lasley from the Department of Sustainable Community Development is the Budget Officer for the district.

The budget committee then discussed and approved the budget as submitted. However, the committee also has the authority to amend the budget if deemed so. After approval, the Budget Officer filed the budget with the Tax Supervising Conservation Commission (TSCC) as required by ORS.

Because the district covers a population of less than 100,000, it is not legally necessary to request a TSCC hearing for the budget. The approved budget for the district has been submitted to TSCC and they have certified the budget.

The last step is for the Board of Commissioners to adopt the budget.

5. Controversial Issues:

N/A

6. Link to Current County Policies:

The budget complies with Oregon Budget Law.

7. Citizen Participation:

At the May 9<sup>th</sup> budget committee meeting a public hearing was opened, to hear and consider any testimony by the public about the budget. No testimony was received.

8. Other Government Participation:

NA





**Tax Supervising  
& Conservation  
Commission**

PO Box 8428  
Portland, Oregon  
97207-8428

Telephone (503) 988-3054

Fax: (503) 988-3053

E-Mail:  
TSCC@co.multnomah.or.us

Web Site:  
www.multnomah.lib.or.us/tsccl

**DATE:** May 23, 2001  
**TO:** Tom Hansell  
**FROM:** Linda Burglehaus / Kay Johnston *LB*  
**SUBJECT:** Mid-County Service District 2001-02 Budget

We have completed the review of the 2001-02 budget for Mid-County Service District. The budget looks great - especially for your first time through the process. The following are the staff to staff comments based on that review.

- ① The 1999-00 year in the budget detail sheets needs to match the numbers out of the audit for year ending June 30, 2000.  
The following changes must be made to the 1999-00 column on the **LB-30**:
- Line 14 should read \$ 214,411
  - Line 15 should read \$ 12,087
  - Line 21 should read \$ 12,087
  - Line 27 should read \$ 226,498
  - Line 29 should read \$1,063,835

The following changes must be made to the 1999-00 column on the **LB-20**:

- Line 2 should read \$ 826,827
- Line 4 should read \$ 48,727
- Line 7 should read \$ 1,240

- ② Next year an easy check on the forms is to note that for each year resources always must equal requirements.
- ③ The approved budget column must be completed to reflect the action of the budget committee. At a minimum the column should have "same as previous or proposed" entered.
4. Once the Board adopts the budget on June 14 you must then complete the last column to reflect the action the Board took. Again at a minimum the column should have "same as previous or approved" entered.
  5. Do not fill in any part of the LB-2. Since you only have one fund you only need to use the LB-1.
  6. Before the LB-1 is published you must correct the typos on line 10 and line 12 of the LB-1. Both lines, Total Resources Except Property Taxes and Total Resources, must read \$1,059,400.
  7. Before submitting the LB-1 form to the newspaper you can cut off the bottom portion of the form which will save some publication costs.

The Certification Letter to the Board has been sent under separate cover. The letter contained no objections or recommendations.

Enclosed is a checklist that outlines the items required to be included in the adopted budget that is to be filed with TSCC. If you need to extend the 15 day filing requirement please let us know.

Feel free to call if you have any questions or need our assistance.

**Commissioners**  
Richard Anderson  
Anthony Jankans  
Lynn McNamara  
Carol Samuels  
Julie Van Noy

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR MID-COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14

**RESOLUTION NO. \_\_\_\_\_**

Adopting The 2001-02 Budget For The Mid-County Street Lighting Service District No. 14 And Making Appropriations.

**The Multnomah County Board of Commissioners Finds:**

- a. The Mid-County Street Lighting Service District No. 14 Budget, as prepared by the Budget Officer, has been considered and approved by the budget committee and has been certified by the Tax Supervising and Conservation Commission with no objections.
- b. The Budget as certified is on file in the Budget and Quality Office of Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

1. The Budget is adopted as the budget of Mid-County Street Lighting Service District No. 14.
2. The following appropriations are authorized for the fiscal year July 1, 2001 to June 30, 2002:

<b>Fund</b>	<b>Appropriation</b>
General Fund	
Materials & Services	\$295,000
Capital Outlay	\$450,000
Contingency	\$ 25,000
Total Requirements	\$770,000

ADOPTED this 21st day of June 2001.

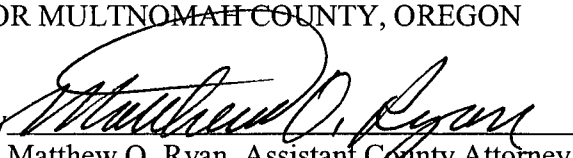
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR MID-COUNTY STREET  
LIGHTING SERVICE DISTRICT NO. 14

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Matthew O. Ryan, Assistant County Attorney

THRJ3712.DOC

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR MID-COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14

**RESOLUTION NO. 01-087**

Adopting the 2001-02 Budget for the Mid-County Street Lighting Service District No. 14 and Making Appropriations

**The Multnomah County Board of Commissioners Finds:**

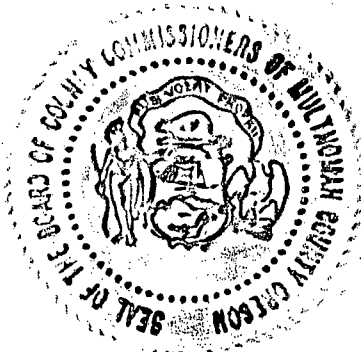
- a. The Mid-County Street Lighting Service District No. 14 Budget, as prepared by the Budget Officer, has been considered and approved by the budget committee and has been certified by the Tax Supervising and Conservation Commission with no objections.
- b. The Budget as certified is on file in the Budget and Quality Office of Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

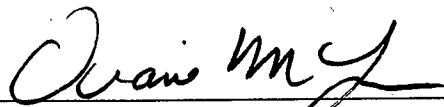
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2. The following appropriations are authorized for the fiscal year July 1, 2001 to June 30, 2002:

Fund	Appropriation
General Fund	
Materials & Services	\$295,000
Capital Outlay	\$450,000
Contingency	\$ 25,000
Total Requirements	\$770,000

ADOPTED this 21st day of June 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
GOVERNING BODY FOR MID-COUNTY  
STREET LIGHTING SERVICE DISTRICT NO. 14

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



# Multnomah County

## Service Districts' Budgets

**Fiscal Year 2001-2002**

**Mid-County Street Lighting Service District No. 14 - Adopted**  
**Dunthorpe-Riverdale Sanitary Service District No. 1 - Adopted**

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# **MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002**

## **Introduction**

Multnomah County's Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451 to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the governing body of each district. The budget committee for each district consists of the members of the Board and residents of the district appointed by the Board for terms of three years.

The annual budget for each district is prepared under the direction of a budget officer designated by the Board. The budget committee reviews the annual budget and approves it, either as submitted by the budget officer or with revisions requested by the committee.

These procedures fulfill the requirements of Oregon's Local Budget Law (ORS 294), which provides specific methods for obtaining public review and comment on the financial and administrative policies of the districts.

## **Explanation of the Budget Document**

This document consists of a detailed schedule of the resources and requirements of each of the two districts in Multnomah County.

Preceding the financial information for each district is a brief budget message, which discusses special items pertaining to the individual district, including any major changes in either resources or requirements.

## **Service Districts' Financial Policies**

Multnomah County's Department of Sustainable Community Development and Department of Support Services provides administrative and financial services, respectively, to the two districts. Each district is, however, a separate and independent financial entity. Expenses incurred, such as administration and engineering provided by the Department of Sustainable Community Development, are met with revenue from sewer user charges, connection fees and/or assessments to real property within the street lighting or sanitary sewer service district.

For the purposes of countywide financial reporting, each district is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP). Under the accrual basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time they are incurred. Budgets and comparative historical cost summaries are prepared using these bases. This practice conforms to Oregon's Local Budget Law.

### Summary of Service Districts' Requirements

<u>SERVICE DISTRICT</u>	<u>ACTUAL 98-99</u>	<u>ACTUAL 99-00</u>	<u>BUDGET 00-01</u>	<u>PROPOSED 01-02</u>
Dunthorpe-Riverdale Service District No. 1	1,026,350	1,142,335	1,133,000	769,944
Mid-County Service District No. 14	<u>1,051,342</u>	<u>1,063,835</u>	<u>1,056,000</u>	<u>1,059,400</u>
TOTAL	<u>2,077,692</u>	<u>2,206,170</u>	<u>2,189,000</u>	<u>1,829,344</u>

### Summary of Administrative Reimbursements (Charges By Multnomah County to Service Districts)

<u>SERVICE DISTRICT</u>	<u>ACTUAL 98-99</u>	<u>ACTUAL 99-00</u>	<u>BUDGET 00-01</u>	<u>PROPOSED 01-02</u>
Dunthorpe-Riverdale Service District No. 1	6,865	10,103	10,000	10,000
Mid-County Service District No. 14	<u>14,163</u>	<u>28,585</u>	<u>20,000</u>	<u>30,000</u>
TOTAL	<u>21,028</u>	<u>38,688</u>	<u>30,000</u>	<u>40,000</u>

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

<b>DUNTHORPE-RIVERDALE SANITARY SERVICE DISTRICT NO. 1</b> <b>Budget Committee Approval</b>	
<b>The following members of the budget committee for the Dunthorpe-Riverdale Sanitary Service District No. 1 met on May 9, 2001 and approved the proposed budget for Fiscal Year 2001-2002:</b>	
<b>Chairperson</b>	
<b>Signed copy on file at District office</b>	



# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

## **Budget Message — Dunthorpe-Riverdale Sanitary Service District No. 1**

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 560 clients are mainly located in unincorporated Multnomah County with a few customers in northern Clackamas County and the City of Portland. District growth has stabilized due to substantial completion of municipal annexations.

The City of Portland's Bureau of Environmental Services maintains the district's lines and treats the sewage flow at Portland's Tryon Creek Treatment Plant. It also provides design and engineering services for construction, reconstruction and/or improvement of the district's facilities.

For the past few years, the City has been planning several projects to reconstruct three pump stations in the District. The District has carried over funds in prior years' budget in anticipation of the City starting construction. Based on information provided by the City, the District is expecting pump station reconstruction costs to be \$510,000 in fiscal year 2000-2001. The City of Portland projects additional capital costs of \$380,000 in fiscal year 2001-2002 and \$300,000 in fiscal year 2002-2003. With the completion of these projects all of the pump stations owned by the District will be updated to current standards.

The current service charge is \$39.00 per month. For fiscal year 2001-2002, the District will propose a ten percent increase in this rate, to \$42.90. This increase matches the ten percent treatment cost increase projected by Portland. The unappropriated ending fund balance is intended to fund the anticipated capital projects and depreciation of the District's facilities.

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

## RESOURCES

FORM  
LB-20

General  
Fund

Dunthorpe-Riverdale District No. 1  
(Name of Municipal Corporation)

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2001 - 2002		
	Actual		Adopted Budget This Year 2000-2001		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 1998-1999	First Preceding Year 1999-2000					
				Beginning Fund Balance			
1.				1. Available Cash on Hand * (cash basis), or			
2.	\$729,724	\$830,667	\$850,000	2. Net Working Capital* (accrual basis)	\$496,944	\$496,944	\$496,944
3.				3. Previously levied taxes estimated to be received			
4.	\$43,838	\$53,410	\$25,000	4. Interest	\$15,000	\$15,000	\$15,000
5.				5. OTHER RESOURCES			
6.	\$10,000	\$5,000	\$10,000	6. Connection fee contributions	\$10,000	\$10,000	\$10,000
7.	\$242,788	\$253,259	\$248,000	7. Sewer user assessments	\$248,000	\$248,000	\$248,000
8.				8.			
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22.				22.			
23.				23.			
24.				24.			
25.				25.			
26.				26.			
27.				27.			
28.				28.			
29.	\$1,026,350	\$1,142,336	\$1,133,000	29. Total resources, except taxes to be levied	\$769,944	\$769,944	\$769,944
30.				30. Taxes necessary to balance			
31.				31. Taxes collected in year levied			
32.	\$1,026,350	\$1,142,336	\$1,133,000	32. TOTAL RESOURCES	\$769,944	\$769,944	\$769,944

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

4.				4.			
5.				5.			
6.				6.			
7.				7.	<b>TOTAL PERSONAL SERVICES</b>		
					<b>MATERIALS AND SERVICES</b>		
8.	\$186,620	\$203,322	\$230,000	8.	Sewer system maintenance and sewage disposal expenses (service charges by Portland)	\$252,000	\$252,000
9.	\$6,865	\$10,103	\$10,000	9.	Administrative costs (service reimbursements to county general and road funds)	\$10,000	\$10,000
10.	\$2,198	\$150	\$3,000	10.	Other district expenses	\$3,000	\$3,000
11.				11.			
12.				12.			
13.				13.			
14.	\$195,683	\$213,575	\$243,000	14.	<b>TOTAL MATERIAL AND SERVICES</b>	\$265,000	\$265,000
					<b>CAPITAL OUTLAY</b>		
15.	\$0	\$0	\$510,000	15.	Pump stations' reconstruction costs (engineering and construction service charges by Portland)	\$380,000	\$380,000
16.				16.			
17.				17.			
18.				18.			
19.				19.			
20.				20.			
21.	\$0	\$0	\$510,000	21.	<b>TOTAL CAPITAL OUTLAY</b>	\$380,000	\$380,000
					<b>TRANSFERRED TO OTHER FUNDS</b>		
22.				22.			
23.				23.			
24.				24.			
25.			\$40,000	25.	General Operating Contingency	\$40,000	\$40,000
26.	\$0	\$0	\$40,000	26.	<b>TOTAL TRANSFERS &amp; CONTINGENCIES</b>	\$40,000	\$40,000
27.	\$195,683	\$213,575	\$793,000	27.	<b>TOTAL EXPENDITURES</b>	\$685,000	\$685,000
28.	\$830,667	\$928,760	\$340,000	28.	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	\$84,944	\$84,944
29.	\$1,026,350	\$1,142,335	\$1,133,000	29.	<b>TOTAL</b>	\$769,944	\$769,944

150-504-030 (Rev. 9-94)

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

<b>MID-COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14</b> <b>Budget Committee Approval</b>	
<b>The following members of the budget committee for the Mid-County Street Lighting Service District met on May 9, 2001 and approved the proposed budget for Fiscal Year 2001-2002:</b>	
<b>Chairperson</b>	
<b>Signed copy on file at District office</b>	

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

## **Budget Message — Mid-County Street Lighting Service District No. 14**

This county service district (originally known as Tulip Acres Lighting District when formed in 1967) now includes most of the unincorporated urban area of Multnomah County as well as the cities of Fairview, Maywood Park and Troutdale. District growth has stabilized due to the substantial completion of municipal annexations. However, the District continues to experience mild increases in growth because of urban development.

Portland General Electric (PGE) provides energy and maintenance services for the District. The county's Department of Sustainable Community Development's Transportation Division provides illumination engineering and design.

The District has been evaluating the schedule for replacement of existing lighting equipment. An inventory of District assets has located approximately fifteen percent of the District's equipment is past or near its life expectancy. Budgeted capital outlay for light pole and fixture replacement in fiscal year 2001-2002 is \$450,000.

The district's current assessment is \$35.00 per property per year. For fiscal year 2001-2002, the District proposes no change in this rate. An unappropriated ending fund balance is intended to fund the replacement of the depreciated District's facilities.

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

FORM  
LB-20

## RESOURCES

General  
Fund

Mid-County District No. 14  
(Name of Municipal Corporation)

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2001 - 2002		
	Actual		Adopted Budget This Year 2000 - 2001		Proposed By Budget Officer	Approved By Budget Committee 5/3/00	Adopted By Governing Body
	Second Preceding Year 1998 - 1999	First Preceding Year 1999 -2000					
				Beginning Fund Balance			
1.				1. Available Cash on Hand * (cash basis), or			
2.	\$824,168	\$826,827	\$825,000	2. Net Working Capital* (accrual basis)	\$828,900	\$828,900	\$828,900
3.	\$5,382	\$4,620	\$5,000	3. Previously levied taxes estimated to be received	\$0	\$0	\$0
4.	\$45,437	\$48,727	\$45,000	4. Interest	\$45,500	\$45,500	\$45,500
5.				5. OTHER RESOURCES			
6.	\$176,355	\$182,421	\$180,000	6. Assessments	\$185,000	\$185,000	\$185,000
7.	\$0	\$1,240	\$1,000	7. Sundry	\$0	\$0	\$0
8.				8.			
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21.				21.			
22.				22.			
23.				23.			
24.				24.			
25.				25.			
26.				26.			
27.				27.			
28.				28.			
29.	\$1,051,342	\$1,063,835	\$1,056,000	29. Total resources, except taxes to be levied	\$1,059,400	\$1,059,400	\$1,059,400
30.				30. Taxes necessary to balance			
31.				31. Taxes collected in year levied			
32.	\$1,051,342	\$1,063,835	\$1,056,000	32. TOTAL RESOURCES	\$1,059,400	\$1,059,400	\$1,059,400

# MULTNOMAH COUNTY SERVICE DISTRICTS' BUDGETS FOR FISCAL YEAR 2001-2002

FORM  
LB-30

## EXPENDITURE SUMMARY BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Mid-County District No. 14

Name of Organizational Unit—Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year 2001 - 2002		
	Actual		Adopted Budget This Year 2000 - 2001		Proposed By Budget Officer	Approved By Budget Committee 5/3/00	Adopted By Governing Body
	Second Preceding Year 1998 - 1999	First Preceding Year 1999 - 2000					
				PERSONAL SERVICES			
1.				1.			
2.				2.			
3.				3.			
4.				4.			
5.				5.			
6.				6.			
7.				7. TOTAL PERSONAL SERVICES			
				MATERIALS AND SERVICES			
8.	\$184,264	\$185,650	\$190,000	8. Energy, maintenance and rental expenses (service charges by Portland General Electric)	\$240,000	\$240,000	\$240,000
9.	\$14,163	\$28,581	\$20,000	9. Administrative costs (service reimbursements to county general and road funds)	\$30,000	\$30,000	\$30,000
10.	\$26,088	\$180	\$25,000	10. Other Expenses	\$25,000	\$25,000	\$25,000
11.				11.			
12.				12.			
13.				13.			
14.	\$224,515	\$214,411	\$235,000	14. TOTAL MATERIAL AND SERVICES	\$295,000		\$295,000
				CAPITAL OUTLAY			
15.	\$0	\$12,087	\$150,000	15. Equipment replacements	\$450,000	\$450,000	\$450,000
16.				16.			
17.				17.			
18.				18.			
19.				19.			
20.				20.			
21.	\$0	\$12,087	\$150,000	21. TOTAL CAPITAL OUTLAY	\$450,000	\$450,000	\$450,000
				TRANSFERRED TO OTHER FUNDS			
22.				22.			
23.				23.			
24.				24.			
25.		\$0	\$25,000	25. General Operating Contingency	\$25,000	\$25,000	\$25,000
26.	\$0	\$0	\$25,000	26. TOTAL TRANSFERS & CONTINGENCIES	\$25,000	\$25,000	\$25,000
27.	\$224,515	\$226,498	\$410,000	27. TOTAL EXPENDITURES	\$770,000	\$475,000	\$770,000
28.	\$826,827	\$837,337	\$646,000	28. UNAPPROPRIATED ENDING FUND BALANCE	\$289,400	\$289,401	\$289,402
29.	\$1,051,342	\$1,063,835	\$1,056,000	29. TOTAL	\$1,059,400	\$764,401	\$1,059,402

MEETING DATE: June 21, 2001  
AGENDA NO: R-6  
ESTIMATED START TIME: 10:00 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Appointment of an Energy Task Force to evaluate impacts in the event of an energy crisis on Multnomah County government

**BOARD BRIEFING:**                      **DATE REQUESTED:** \_\_\_\_\_  
   **REQUESTED BY:** \_\_\_\_\_  
   **AMOUNT OF TIME NEEDED:** \_\_\_\_\_

**REGULAR MEETING:**                      **DATE REQUESTED:** June 12, 2001  
   **AMOUNT OF TIME NEEDED:** 10 minutes

**DEPARTMENT:** Non-Departmental                      **DIVISION:** Commission District #3  
**CONTACT:** Terri Naito                      **TELEPHONE #:** (503) 988-5217  
   **BLDG/ROOM #:** 503 / 600

**PERSON(S) MAKING PRESENTATION:** Commissioner Lisa Naito

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Appointment of an Energy Task Force to consider impacts in the event of an energy crisis on Multnomah County government

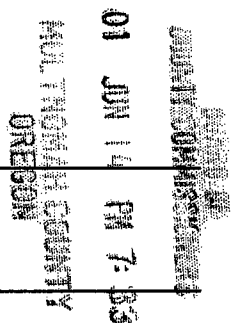
**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Lisa Naito  
(OR)

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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







## **Lisa Naito, Multnomah County Commissioner District 3**

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

Phone: (503) 988-5217  
FAX: (503) 988-5262  
Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

### **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Commissioner Lisa Naito

DATE: May 29, 2001

RE: Appointment of an Energy Task Force to evaluate impacts in the event of an energy crisis on Multnomah County government.

1. Recommendation/Action Requested:

Approval of Resolution

2. Background/Analysis:

It is clear that Oregon is anticipating an energy crisis in the coming months. In assessing our region's energy needs, the Northwest Power Pool issued warnings recently of potential rolling blackouts in Oregon this coming winter. Added to this are likely dramatic increases in the cost of electricity, natural gas and other fuel sources by the end of the year that will have major financial repercussions.

3. Financial Impact:

There is no immediate financial impact. County staffing effort will be required as part of the planning process.

4. Legal Issues:

None.

5. Controversial Issues:

While there will be general agreement that the County should be planning for an energy crisis in all areas of operations and services, opinion will differ regarding what measures to take to address a problem that can not yet be clearly and specifically defined.

6. Link to Current County Policies:

Interim Chair Farver had suggested reducing the FY02 budget by 5% through conservation measures.

7. Citizen Participation:

Input will potentially be solicited from utility companies, conservation groups, contract service providers, and others.

8. Other Government Participation:

We may look to energy crisis plans by other city, county and state governments.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Appointment of an Energy Task Force to Evaluate Impacts in the Event of an Energy Crisis on Multnomah County Government

**The Multnomah County Board of Commissioners Finds:**

- a. Energy conservation is an important goal, especially in preparation for an energy crisis we know to be in the offing.
- b. Homeowners and renters below median income should spend affordable amounts on utilities.
- c. Increasing good government through accountability and cost control is an important benchmark.
- d. Providing critical County services in the event of an emergency means advance development of plans and procedures.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair will appoint an Energy Task Force. Its members will include one or two County Commissioner(s) as convener(s), County staff and others as appropriate.
2. The Task Force will consider:
  - **Opportunities to increase conservation throughout the County.** While Interim Chair Farver has suggested reducing the FY02 utility budget by 5% through conservation measures, will this be adequate? Utilities are predicting rate increases in the 20%-plus range, and have launched campaigns asking residential customers to cut consumption by 20%. Additionally, the governors of Oregon and Washington have asked Northwest residents to reduce energy usage by 10%, and have called upon city and county governments to take measures to conserve.
  - **Estimates of increased costs for County facilities.** Have these likely increases been budgeted? Also for consideration, what impact might our increased energy costs have on County and non-County tenants, e.g. could and should increased costs be passed on?

- **Impacts on County clients.** The Low Income Energy Assistance Program (LIEAP) plays a critical role in providing weatherization and energy assistance to County clients. Fortunately, in the short term, LIEAP will be receiving additional State funds for their program. The larger question is what will be the continued ability of LIEAP and other County programs to help clients especially those on disability income, public assistance and social security meet their energy cost needs and to withstand temporary blackouts during a true energy crisis? Currently DCFS is in discussion with PGE regarding opportunities to look creatively at the County's energy assistance plans.
- **Effect on County-provided critical services in the event of extended power shortages including the prospect of rolling blackouts.** Special concerns include the continued and safe function of our jails, health clinics, and courts.

ADOPTED this 21st day of June, 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler, County Attorney

MEETING DATE: June 21, 2001  
AGENDA NO: R-7  
ESTIMATED START TIME: 10:10 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

### **AGENDA PLACEMENT FORM**

SUBJECT: Resolution Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 99-47

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

REGULAR MEETING: DATE REQUESTED: Thursday, June 21 2001  
AMOUNT OF TIME NEEDED: 10 - 20 minutes

DEPARTMENT: Support Services DIVISION: Human Resources  
CONTACT: Leila Wrathall TELEPHONE #: (503) 988-5015 x29670  
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Gail Parnell and Cathy O'Brien

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Resolution Relating to Benefits for Employees Not Covered by Collective Repealing Resolution No. 99-47

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 15 AM 9:30  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD  
DEBORAH L. BOGSTAD



Department of Support Services  
**MULTNOMAH COUNTY OREGON**

---

501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-5881 phone  
(503) 988-5758 fax

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Gail Parnell, Program Manager for Human Resources

DATE: June 13, 2001

RE: Resolution Relating to Benefits for Employees Not Covered by  
Collective Bargaining Agreements and Repealing Resolution  
No. 99-47

1. Recommendation/Action Requested:  
Approval of this Resolution.

2. Background/Analysis:

This Resolution replaces an existing Resolution. This Resolution includes the provisions from Resolution 99-47 "A resolution relating to benefits for exempt employees and elected officials" and replaces it with updated language with four major changes:

1) The benefits for 22 employees will change from those received by Local 88 employees to those received by management employees. This change is more thoroughly explained in the Staff Report for the Resolution on Pay Administration for employees not covered by collective bargaining agreements.

2) The Board of County Commissioners previously approved the change to a benefits board approving the health insurance benefits and composite rates for all County employees. Section 5 (A) of this Resolution implements the role of the Employee Benefits Board in

approving health insurance rates for management and executive employees and elected officials staff.

3) The Disability Program for management and executive employees and elected officials staff is changing from long-term disability coverage after 30 days to a program where employees will now be eligible for short-term disability coverage after 30 days and long-term disability after 90 days. This provides better coverage since the medical threshold for what is considered a qualifying disability is lower under short-term disability.

4) References to benefits such as vacation and sick leave and educational assistance were deleted. After Resolution 99-47 was passed these items were added to the County Code of Ordinances Chapter 9.202 as benefits to be included in the Chair's compensation plan. Therefore it would be redundant to include them in this Resolution.

3. Financial Impact:

- 1) Benefits change for confidential employees. There will be a minimal financial impact. They will receive a higher life insurance policy, employer paid STD, and seventeen employees will be eligible for higher vacation accrual rates. (The actual impact will depend upon the outcome of negotiations with Local 88.)
- 2) Rates being set by the Employee Benefits Board: this is a budget process change for how health insurance rates are established, the composite rates are for all County employees. This has been discussed previously by the BCC.
- 3) Changes in Disability Insurance Program: There will be a minimal financial impact resulting in an improved disability program.
- 4) Language changes: No financial impact.

4. Legal Issues:  
None.

5. Controversial Issues:  
None.

6. Link to Current County Policies:

- a. The change in how management and executive employees and elected officials staffs' benefits rates are determined is a part of the implementation of the Employee Benefits Board as the entity approving benefits plans.

7. Citizen Participation:  
N/A

8. Other Government Participation:  
N/A



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and  
Repealing Resolution No. 99-47

**The Multnomah County Board of Commissioners Finds:**

- a. The County has executive, management and confidential employees not covered by collective bargaining agreements.
- b. The Board adopted compensation policy is found in MCC 9.202.
- c. The Chair is responsible for developing and presenting annual compensation plan adjustment recommendations to the Board, including changes to the benefits program.
- d. The County will provide health insurance benefits as approved by the Employee Benefits Board for executive, management and confidential employees, and elected officials.
- e. The County will continue other current benefits for executive, management and confidential employees and elected officials.

**The Multnomah County Board of Commissioners Resolves:**

Section 1. Definitions.

(A) Full-time Employee means an employee regularly scheduled to work at least 32 hours per week (0.8 FTE), or an employee regularly scheduled to work at least 30 hours per week (0.75 FTE), if on a 10-hour per day schedule.

(B) Part-time Employee means an employee regularly scheduled to work at least 20 hours per week (0.5 FTE), but less than full-time.

Section 2. Benefits for Executive and Management Employees.

Full-time and part-time executive and management employees receive benefits as provided in the compensation plan, including benefits established by executive rule as part of the compensation plan, and this resolution.

### Section 3. Paid Holidays.

#### (A) Holidays

- (1) Any day declared a holiday by the Board of County Commissioners
- (2) New Year's Day (January 1)
- (3) Dr. Rev. Martin Luther King, Jr.'s birthday (third Monday in January)
- (4) President's Day (third Monday in February)
- (5) Memorial Day (last Monday in May)
- (6) Independence Day (July 4)
- (7) Labor Day (first Monday in September)
- (8) Veteran's Day (November 11); except Library employees
- (9) Thanksgiving Day (fourth Thursday in November)
- (10) Four hours on either Christmas Eve or New Year's Eve. Library employees, Christmas Eve Day.
- (11) Christmas Day (December 25)

(B) Instead of the holidays listed above, Sheriff's Office employees receive 11 1/2 personal holidays per year on each July 1 that may be used at the discretion of the employee with the consent of the appointing manager.

### Section 4. Disability.

Each executive and management employee will enroll in County-paid short-term and long-term disability programs. The plan documents will establish specific terms and conditions for these programs.

### Section 5. Health & Life Insurance; Flexible Spending Accounts.

#### (A) Medical, Vision and Dental Insurance

(1) Premium Payments. The County pays the monthly premiums for medical, vision and dental benefits for full-time executive and management employees and employees' eligible dependents as approved by the Employee Benefits Board. Employees may pay premium contributions toward county medical and dental with pre-tax dollars through payroll deduction according to guidelines for premium conversion in the Internal Revenue Code Section 125.

(2) Coverage. Coverage is provided for employees and their immediate families, i.e., spouses and eligible dependent children. Any child whose medical/dental coverage must be paid by court order is an "eligible dependent child" for purposes of coverage. In lieu of spouse coverage an employee may enroll a domestic partner and the partner's eligible dependents. This coverage is subject to the selected health insurance plan document and executive rules concerning marriage and domestic partnership.

(B) Flexible Spending Accounts.

Executive and management employees may participate in medical expense flexible spending accounts and dependent care flexible spending accounts under Internal Revenue Service Code Section 125. The flexible spending accounts are fully described in Section 125 plan documents.

(C) Life Insurance.

(1) The County insures each executive and management employee, at no charge, under a term life insurance policy for the employee's base annual salary, up to a maximum of \$50,000.

(2) The County insures each executive and management employee retiree who has at least 10 years of County service, at no charge, under a \$2,000 term life insurance policy during the period the retiree receives pension benefits.

(3) The County may provide executive and management employees the option of purchasing supplemental term life.

(D) Terms and Conditions.

Specific terms and conditions of insurance programs are controlled by the plan documents and by executive rules established by the Chair.

Section 6. Bus Pass Program.

The County contributes to the monthly cost of Tri-Met or C-Tran public bus passes used for employees commuting to and from work. The monthly dollar amount contributed will not exceed the maximum non-taxable amount allowed by IRS regulations.

Section 7. Pensions.

(A) This resolution does not affect benefits of Library executive and management employees under the Library Association of Portland pension plan.

(B) Executive and management employees are eligible to participate in the Oregon Public Employees Retirement System (PERS).

(C) In addition to salaries paid to executive and management employees and in lieu of employee contributions to PERS, the County assumes or "picks up" the uniform six percent of salary contribution as permitted by state law.

(D) The full amount of contributions "picked up" is considered salary only for computing an employee member's final average salary under state law.

(E) The full amount of contributions "picked up" is added to employees' individual account balances for their annuities and is considered employee contributions for all other purposes of state law.

Section 8. Benefits for Less than Part-time, Temporary, and Confidential.

(A) Executive and management employees who are regularly scheduled to work less than 20 hours per week or .5 FTE receive only the employee benefits required by state or federal law.

(B) Temporary appointees to executive and management positions who are regularly scheduled to work 20 or more hours per week or at least .5 FTE receive all employee benefits. No other temporary worker or on-call employee receives benefits.

(C) Confidential employees receive the benefits provided to management employees.

Section 9. Benefits for Elected Officials

Elected Officials receive the following benefits as provided for executive employees: Health & Life Insurance; Flexible Spending (Section 5(A), (B) (C)1 and 3, and (D)); Deferred Compensation Program; Bus Pass Program (Section 6); Pensions (Section 7); and Workers' Compensation and Supplemental Benefits.

Section 10. This resolution takes effect and Resolution No. 99-47 is repealed on July 1, 2001.

ADOPTED this 21st day of June 2001.

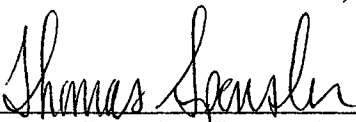
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Attorney

## BOGSTAD Deborah L

---

**From:** SPONSLER Thomas  
**Sent:** Thursday, June 21, 2001 8:29 AM  
**To:** BIANCO Diana M; WRATHALL Leila  
**Cc:** O'BRIEN Cathy L; PARNELL Gail E; BOGSTAD Deborah L  
**Subject:** RE: Salary Administration Resolutions

Why cannot resolution R-7 be adopted today after deleting Section 8 (C), the only provision relating to confidential employees??

*Thomas Sponsler*  
*Multnomah County Attorney*  
*Ph: 503.988.3138 Fx: 503.988.3377*  
*thomas.sponsler@co.multnomah.or.us*

-----Original Message-----

**From:** BIANCO Diana M  
**Sent:** Wednesday, 20 June, 2001 2:23 PM  
**To:** WRATHALL Leila  
**Cc:** O'BRIEN Cathy L; PARNELL Gail E; SPONSLER Thomas; BOGSTAD Deborah L  
**Subject:** RE: Salary Administration Resolutions

Thanks for that information. When Gail presents R-9, she should mention that given that R-7 and R-8 are going to be postponed, R-9 has to be modified and there will be a motion, etc. I'll let Diane know.

Let me know if you have any other thoughts. Thanks so much.

-----Original Message-----

**From:** WRATHALL Leila  
**Sent:** Wednesday, June 20, 2001 2:15 PM  
**To:** BIANCO Diana M  
**Cc:** O'BRIEN Cathy L; PARNELL Gail E  
**Subject:** RE: Salary Administration Resolutions

Diana,

Gail asked me to respond to your question. I am not certain what the basis is for Sharon Owen's concerns so I can't address them directly. Under Resolution 99-48 the confidential employees' pay administration and COLA are "governed by provisions applicable to employees in equivalent classifications subject to collective bargaining agreements." That Resolution remains in effect. Confidential employees are excluded from the bargaining unit and therefore do not pay union dues.

However, there is one problem with R-9, it states in #1 that confidential employees will be eligible for a cost of living increase in addition to the management and executive employees. The word "confidential" needs to be deleted. If this amendment occurs, there is no problem with this Resolution going forward since the basis for giving cost increases is in other Resolutions and the County Code.

(from the Resolution R-9) "1. General Salary Increases. Except for elected officials' staff, **confidential**, management and executive employees are eligible for a cost of living increase effective July 1, 2001 of 3.0%. These pay ranges are shown in an exhibit attached to this Resolution, labeled Management/Executive Pay Ranges - effective July 1, 2001."

*Leila Wrathall*  
*HR Policy Analyst*  
*HR Division/DSS*  
*Multnomah County*

leila.wrathall@co.multnomah.or.us

phone: 503/988-5015 x29670

fax: 503/988-6257

-----Original Message-----

**From:** PARNELL Gail E  
**Sent:** Wednesday, June 20, 2001 8:40 AM  
**To:** WRATHALL Leila  
**Cc:** O'BRIEN Cathy L  
**Subject:** FW: Salary Administration Resolutions

Please draft a response to Diana. Thanks, Gail

-----Original Message-----

**From:** BIANCO Diana M  
**Sent:** Tuesday, June 19, 2001 2:16 PM  
**To:** BOGSTAD Deborah L; PARNELL Gail E  
**Subject:** RE: Salary Administration Resolutions

No one else has relayed this concern, including Gail Parnell, who is doing all three resolutions, but I'm including her on this email, just in case.

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, June 19, 2001 2:14 PM  
**To:** BIANCO Diana M  
**Subject:** FW: Salary Administration Resolutions  
**Importance:** High

See Sharon Owen's comment below if R-7 and R-8 are postponed indefinitely, she thinks R-9 would not be able to be adopted . . .

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Blvd., Suite 600 (503/600)  
Portland, Oregon 97214  
phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** OWEN Sharon K  
**Sent:** Tuesday, June 19, 2001 2:00 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Salary Administration Resolutions

I've been reading through the documents and R-7 and R-8 both relate to the change in status for Confidential employees. It's possible the union has protested losing their dues! However, if these two were not enacted, I'm not sure whether R-9 is intact either, since they are included in it.

**Sharon K. Owen**

Planning & Research Unit  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
503-988-4446  
503-988-4320 FAX

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, June 19, 2001 1:07 PM  
**To:** OWEN Sharon K  
**Subject:** RE: Salary Administration Resolutions

The rumor up here is that R-7 and R-8 are going to be "postponed indefinitely" which means they will go away without

prejudice. I'm not sure what the concerns are . . .  
Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Blvd., Suite 600 (503/600)  
Portland, Oregon 97214  
phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** OWEN Sharon K  
**Sent:** Tuesday, June 19, 2001 12:55 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Salary Administration Resolutions

Thank you, Deb. One never quite knows whether one REALLY wants all that or not...

**Sharon K. Owen**

Planning & Research Unit  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
503-988-4446  
503-988-4320 FAX

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, June 19, 2001 1:01 PM  
**To:** OWEN Sharon K  
**Subject:** RE: Salary Administration Resolutions

absolutely:

<< File: agenda placement.doc >> << File: Benefits\_Supp\_Staff\_Rpt 010614.doc >> << File: exec-  
mgmt-benefits-res6-21final.doc >> R-7

<< File: agenda placement.doc >> << File: Pay\_Supp\_Staff\_Rpt 010614.doc >> << File: exec-  
mgmt-pay-res6-21final.doc >> R-8

<< File: agenda placement.doc >> << File: COLA\_Supp\_Staff\_Rpt 010614.doc >> << File: 2001  
Confident salary.xls >> << File: COLA\_Res\_01.doc >> << File: Corrected 2001 Nonrep Pay Table.xls  
>> R-9

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Blvd., Suite 600 (503/600)  
Portland, Oregon 97214  
phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** OWEN Sharon K  
**Sent:** Tuesday, June 19, 2001 9:17 AM  
**To:** BOGSTAD Deborah L  
**Subject:** Salary Administration Resolutions

Can you send me an electronic copy of the materials for R-7, R-8 and R-9? If not, I'll have to pare down my request so as not to kill too many trees. Thank you.

**Sharon K. Owen**

Planning & Research Unit  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
503-988-4446  
503-988-4320 FAX



MEETING DATE: June 21, 2001  
AGENDA NO: R-8  
ESTIMATED START TIME: 10:20 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution A Pay Administration Rule For Employees Not Covered By Collective Bargaining Agreements And Repealing Resolution No. 99-48

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

REGULAR MEETING: DATE REQUESTED: Thursday, June 21, 2001  
AMOUNT OF TIME NEEDED: 10 - 20 minutes

DEPARTMENT: Support Services DIVISION: Human Resources

CONTACT: Leila Wrathall TELEPHONE #: (503) 988-5015 x26477  
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Gail Parnell and Cathy O'Brien

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution A Pay Administration Rule For Employees Not Covered By Collective Bargaining Agreements

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 15 AM 9:37  
MULTNOMAH COUNTY  
OREGON



Department of Support Services  
**MULTNOMAH COUNTY OREGON**

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501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-5881 phone  
(503) 988-5758 fax

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Gail Parnell, Program Manager for Human Resources

DATE: June 13, 2001

RE: Resolution Adopting A Pay Administration Rule For Employees  
Not Covered By Collective Bargaining Agreements And  
Repealing Resolution No. 99-48

1. Recommendation/Action Requested:  
Approval of this Resolution.

2. Background/Analysis:

The changes included in this Resolution will result in the pay administration practices for 22 confidential employees changing from those negotiated in the AFSCME Local 88 contract to those applied to management employees. Confidential employees are excluded from union representation because their positions have some involvement with collective bargaining, are administrative assistants or secretaries for department directors, or have been excluded by collective bargaining with AFSCME Local 88. Currently confidential employees are subject to the same pay practices and benefits plans that Local 88 members receive.

This change is being proposed for the following reasons:

- 1) although confidential employees have been treated like Local 88 members for benefits and pay administration purposes, they have no representation or voting rights in Local 88 matters. (When Local

88 voted in February 2001 not to participate in the Employee Benefits Board, confidential employees were concerned about how this will impact them. Under current policy they would have had to pay insurance premiums negotiated for Local 88 employees even though they were not eligible to vote in Local 88's election on the Employee Benefits Board Governance Structure).

- 2) Prior to the 1998 Local 88 contract negotiations confidential employees were eligible to bump into the bargaining unit during layoffs. This is no longer true.

If this Resolution passes, confidential employees will be subject to the same employment practices as management employees and will be represented on the Employee Benefits Board by the representative for the management and executive employees.

Applying the management pay practices to confidential employees will make personnel administration more consistent. Under some of the Personnel Rules, confidential employees are treated like management employees, under others they are excluded from Rules that apply to management. Under this Resolution they will receive the same treatment as management employees. However, they will continue to have pay ranges that have steps, like the AFSCME Local 88 members'.

3. Financial Impact:

The estimated financial impact will be minimal.

4. Legal Issues:

None.

5. Controversial Issues:

None.

6. Link to Current County Policies:

N/A

7. Citizen Participation:

N/A

8. Other Government Participation:

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Relating to Pay Administration for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 99-48

**The Multnomah County Board of Commissioners Finds:**

- a. The County has executive, management, and confidential employees not covered by collective bargaining agreements.
- b. The Board adopted County compensation policy is found in MCC 9.202.
- c. The Chair is responsible for developing and presenting annual compensation plan adjustment recommendations to the Board, including changes to pay.
- d. The County will continue the adopted pay administration practices for executive, management, and confidential employees.

**The Multnomah County Board of Commissioners Resolves:**

1. **Applicability.** This resolution applies to County executive and management employees with the following exceptions:

(a) The pay rates, performance appraisal system and pay administration practices for Elected Officials Staff that are set by the elected officials, within the budget for those positions.

(b) Executive and management employees who regularly work less than 20 hours per week.

2. **Pay Ranges.** The compensation plan contains pay ranges consisting of a minimum and a maximum base rate for each executive and management classification. The Board will establish pay ranges and make any changes to the ranges. The Chair will make recommendations based on periodic surveys of comparable employers, internal classification relationships, financial constraints and actual or anticipated pay adjustments for represented employees. Executive and management employees are also eligible for special pay adjustments within pay ranges.

3. **Merit Increases, Classified.** Each July 1 management employees are eligible for merit increases in base pay equal to three percent (3%) or to the maximum of the ranges, whichever is less. Merit increases will be based on rules and procedures established by the Chair.

4. **Merit Increases, Unclassified.** The Chair is responsible for developing and presenting an annual recommendation to the Board for merit pay for executive employees. Each July 1 executive employees are eligible for merit pay based on accomplishments of performance objectives set for the prior fiscal year.

5. **General Salary Increases.** Executive and management employees will receive cost of living increases approved by the Board.

6. **Incentive Payments.** Incentive payments are part of the merit pay system. Department Directors may authorize incentive payments to employees. Incentive payments are for outstanding contributions to the county during the evaluation period. Incentive payments will not be added to employees' base pay.

7. **Overtime Pay.** No executive or management employee excluded from coverage of the Fair Labor Standards Act (FLSA) will receive overtime pay. Employees subject to the FLSA are eligible for overtime pay in accordance with county's personnel rules, and state and federal law. The rate is one and one-half times the hourly pay rate for the employee. Compensatory time in lieu of overtime pay is available at the rate of one and one-half hours for additional time worked in excess of:

- (a) Eight hours in any work day for a five-day, 40-hour-a-week employee;
- (b) 10 hours in any work day for a four-day, 40-hour-a-week employee; or
- (c) 40 hours in any FLSA work week.

8. **Working in Higher Classification.** When an executive or management employee replaces another executive or management employee in a higher classification for five or more work days and performs most of the duties of the higher classification, the Department director has discretion to pay the employee at a higher rate. The higher pay rate will be no less than the minimum, nor more than the maximum rate for the higher classification. The higher rate will be paid retroactive to the first day of work in the higher classification.

9. **Confidential Employees.** Confidential employees receive the same pay administration practices as management employees.

10. This resolution takes effect and Resolution No. 99-48 is repealed on July 1, 2001.

ADOPTED this 21st day June 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

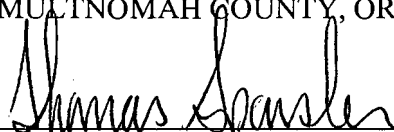
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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Thomas Sponsler, County Attorney

## **BOGSTAD Deborah L**

---

**From:** SPONSLE Thomas  
**Sent:** Thursday, June 21, 2001 8:31 AM  
**To:** BIANCO Diana M; WRATHALL Leila  
**Cc:** O'BRIEN Cathy L; PARNELL Gail E; BOGSTAD Deborah L  
**Subject:** RE: Salary Administration Resolutions

Why cannot resolution R-8 be adopted today and motion to delete Section 8, the only provision relating to confidential employees??

*Thomas Sponsler*  
*Multnomah County Attorney*  
*Ph: 503.988.3138 Fx: 503.988.3377*  
*thomas.sponsler@co.multnomah.or.us*

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(from the Resolution R-9) "1. General Salary Increases. Except for elected officials' staff, **confidential**, management and executive employees are eligible for a cost of living increase effective July 1, 2001 of 3.0%. These pay ranges are shown in an exhibit attached to this Resolution, labeled Management/Executive Pay Ranges - effective July 1, 2001."

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*HR Division/DSS*  
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**Subject:** RE: Salary Administration Resolutions

So that's what we'll do. But I think it's important to make it separate process/resolution because at this point -- for the Chair at least -- these resolutions are concerned with the confidential employees issue.

Leila -- can you touch base with me later today or tomorrow so we can work on this? Thanks.

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The separation only requires deletion of 9 words from Section 8 (C) of the benefits resolution (R-7), and deletion of 11 words from Section 9 of the pay resolution (R-8).

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I think the idea is to postpone these two resolutions indefinitely. I believe Maria is going to make a motion to do that.

Then I'll work with Tom and the Department to separate out the confidential employees issue from the terminology changes. What I'd like to see is that in two weeks we address the terminology issues to make this consistent with code and that we have a separate resolution to deal with the confidential employees issues.

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**Sent:** Thursday, June 21, 2001 10:05 AM  
**To:** WRATHALL Leila; BIANCO Diana M  
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Apparently, the R-7 and R-8 resolutions today will be postponed for two weeks and come back to Board sans changes to confidential employee status

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You are correct.

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phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** OWEN Sharon K  
**Sent:** Tuesday, June 19, 2001 12:55 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Salary Administration Resolutions

Thank you, Deb. One never quite knows whether one REALLY wants all that or not...

**Sharon K. Owen**

Planning & Research Unit  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
503-988-4446  
503-988-4320 FAX

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, June 19, 2001 1:01 PM  
**To:** OWEN Sharon K  
**Subject:** RE: Salary Administration Resolutions

absolutely:

<< File: agenda placement.doc >> << File:  
Benefits\_Supp\_Staff\_Rpt 010614.doc >> << File: exec-mgmt-  
benefits-res6-21final.doc >> R-7

<< File: agenda placement.doc >> << File: Pay\_Supp\_Staff\_Rpt  
010614.doc >> << File: exec-mgmt-pay-res6-21final.doc >>  
R-8

<< File: agenda placement.doc >> << File: COLA\_Supp\_Staff\_Rpt  
010614.doc >> << File: 2001 Confident salary.xls >> << File:  
COLA\_Res\_01.doc >> << File: Corrected 2001 Nonrep Pay Table.xls  
>> R-9

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Blvd., Suite 600 (503/600)  
Portland, Oregon 97214  
phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** OWEN Sharon K  
**Sent:** Tuesday, June 19, 2001 9:17 AM  
**To:** BOGSTAD Deborah L  
**Subject:** Salary Administration Resolutions

Can you send me an electronic copy of the materials for R-7, R-8  
and R-9? If not, I'll have to pare down my request so as not to kill  
too many trees. Thank you.

**Sharon K. Owen**  
Planning & Research Unit  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214  
503-988-4446  
503-988-4320 FAX

MEETING DATE: June 21, 2001  
AGENDA NO: R-9  
ESTIMATED START TIME: 10:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

### **AGENDA PLACEMENT FORM**

SUBJECT: Resolution Authorizing Salary Adjustments For Employees Not Covered By Collective Bargaining Agreements and the Multnomah County Sheriff

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

REGULAR MEETING: DATE REQUESTED: Thursday, June 21, 2001  
AMOUNT OF TIME NEEDED: 10 - 20 minutes

DEPARTMENT: Support Services DIVISION: Human Resources

CONTACT: Cathy O'Brien TELEPHONE #: (503) 988-5015 x26477  
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Gail Parnell and Cathy O'Brien

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Resolution Authorizing Salary Adjustments for Employees Not Covered by Collective Bargaining and the Multnomah County Sheriff

06/25/01 copies to Leila WEATHALL, Gail Parnell,

Cathy O'Brien, Trivon SIGNATURES REQUIRED: Harris,

DAVE BOYER, DAVE WARREN & DELMA FARRELL

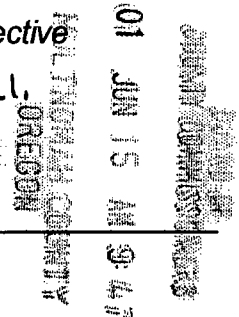
ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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





Department of Support Services  
**MULTNOMAH COUNTY OREGON**

---

501 SE Hawthorne Boulevard, Fourth Floor  
Portland, Oregon 97214  
(503) 988-5881 phone  
(503) 988-5758 fax

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Gail Parnell, Program Manager for Human Resources

DATE: June 13, 2001

RE: Resolution Salary Adjustments for Employees Not Covered by  
Collective Bargaining Agreements

1. Recommendation/Action Requested:  
Approval of this Resolution.

2. Background/Analysis:

This Resolution authorizes the 3% cost of living adjustment for employees not covered by collective bargaining agreements, except for elected official staff.

This Resolution also authorizes a cost of living increase for the Sheriff. Under the Home Rule Charter 6.50, the Board of County Commissioners sets the salary for the Sheriff at an amount not less than that for any member of the Sheriff's Office.

4. Legal Issues:  
None.

5. Controversial Issues:  
None.

6. Link to Current County Policies:  
None.

7. Citizen Participation:  
N/A

8. Other Government Participation:  
N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Salary Adjustments for Employees Not Covered by Collective Bargaining Agreements and the Multnomah County Sheriff

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County (County) employs individuals not covered by any collective bargaining agreement.
- b. The Multnomah County Board of Commissioners (Board) adopted County compensation policy in MCC 9.202 to provide such pay as necessary for the County to recruit, select and retain qualified management, supervisory, administrative and professional employees; to recognize employee performance, growth and development; to maintain an appropriate internal relationship among classifications and employees based on job responsibilities, qualifications and authority; and to maintain parity between equivalent non-represented and represented positions.
- c. The Chair is responsible for developing and recommending compensation plan adjustments to the Board.
- d. Certain employees work as elected officials' staff, and the elected officials set their pay.
- e. County Charter Chapter VI. Administration, Section 6.50(1)(a) provides the Sheriff's salary shall be fixed by the Board in an amount that is not less than any member of the sheriff's office.

**The Multnomah County Board of Commissioners Resolves:**

1. General Salary Increases. Except for elected officials' staff, confidential, management and executive employees are eligible for a cost of living increase effective July 1, 2001 of 3.0%. These pay ranges are shown in an exhibit attached to this Resolution, labeled Management/Executive Pay Ranges – effective July 1, 2001.

2. Sheriff's Salary. The salary for the Sheriff will be increased by 3.0% effective July 1, 2001, to maintain parity with cost of living adjustments for command staff in the sheriff's office.

ADOPTED this 21st day of June 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Thomas Sponsler, County Attorney

# **Management/Executive Pay Ranges** **Effective July 1, 2001**

Range No	ANNUAL			SEMI-MONTHLY		
	Min	Mid	Max	Min	Mid	Max
112	\$23,534	\$28,240	\$32,947	\$980.57	\$1,176.69	\$1,372.80
113	\$24,710	\$29,652	\$34,594	\$1,029.60	\$1,235.51	\$1,441.42
114	\$25,946	\$31,135	\$36,324	\$1,081.08	\$1,297.29	\$1,513.49
115	\$27,260	\$32,712	\$38,163	\$1,135.82	\$1,362.98	\$1,590.14
116	\$28,607	\$34,329	\$40,050	\$1,191.97	\$1,430.36	\$1,668.75
117	\$30,036	\$36,043	\$42,050	\$1,251.50	\$1,501.79	\$1,752.08
118	\$31,591	\$37,909	\$44,227	\$1,316.28	\$1,579.53	\$1,842.78
119	\$33,163	\$39,795	\$46,428	\$1,381.78	\$1,658.14	\$1,934.49
120	\$34,817	\$41,780	\$48,743	\$1,450.69	\$1,740.82	\$2,030.94
121	\$36,553	\$43,864	\$51,174	\$1,523.03	\$1,827.65	\$2,132.26
122	\$38,390	\$46,069	\$53,747	\$1,599.60	\$1,919.52	\$2,239.45
123	\$40,310	\$48,371	\$56,433	\$1,679.57	\$2,015.48	\$2,351.39
124	\$42,312	\$50,774	\$59,237	\$1,763.00	\$2,115.59	\$2,468.19
125	\$44,435	\$53,322	\$62,208	\$1,851.45	\$2,221.73	\$2,592.02
126	\$46,641	\$55,969	\$65,297	\$1,943.36	\$2,332.04	\$2,720.72
127	\$48,968	\$58,761	\$68,555	\$2,040.32	\$2,448.39	\$2,856.46
128	\$51,418	\$61,702	\$71,986	\$2,142.42	\$2,570.92	\$2,999.41
129	\$53,992	\$64,791	\$75,589	\$2,249.67	\$2,699.60	\$3,149.53
130	\$56,708	\$68,049	\$79,391	\$2,362.83	\$2,835.39	\$3,307.96
131	\$59,546	\$71,455	\$83,364	\$2,481.08	\$2,977.29	\$3,473.49
132	\$62,507	\$75,008	\$87,510	\$2,604.46	\$3,125.34	\$3,646.23
133	\$65,632	\$78,758	\$91,884	\$2,734.65	\$3,281.58	\$3,828.51
134	\$68,919	\$82,703	\$96,487	\$2,871.62	\$3,445.95	\$4,020.28
135	\$72,313	\$86,815	\$101,317	\$3,013.03	\$3,617.29	\$4,221.56
136	\$75,658	\$90,789	\$105,921	\$3,152.41	\$3,782.88	\$4,413.35
137	\$79,353	\$95,223	\$111,094	\$3,306.36	\$3,967.63	\$4,628.90
138	\$83,353	\$100,024	\$116,695	\$3,473.05	\$4,167.66	\$4,862.28
139	\$87,519	\$105,071	\$122,624	\$3,646.61	\$4,377.97	\$5,109.34
140	\$91,896	\$110,275	\$128,654	\$3,829.01	\$4,594.81	\$5,360.60
141	\$96,490	\$115,842	\$135,193	\$4,020.43	\$4,826.73	\$5,633.04
142	\$101,315	\$121,579	\$141,842	\$4,221.48	\$5,065.78	\$5,910.09
143	\$106,381	\$127,716	\$149,051	\$4,432.53	\$5,321.51	\$6,210.48
144	\$111,700	\$134,040	\$156,380	\$4,654.18	\$5,585.00	\$6,515.82
145	\$117,285	\$140,742	\$164,199	\$4,886.87	\$5,864.24	\$6,841.61
146	\$123,149	\$147,779	\$172,408	\$5,131.20	\$6,157.44	\$7,183.67
147	\$129,306	\$155,168	\$181,029	\$5,387.77	\$6,465.33	\$7,542.89
148	\$135,772	\$162,927	\$190,081	\$5,657.18	\$6,788.61	\$7,920.04
149	\$142,560	\$171,073	\$199,585	\$5,940.02	\$7,128.04	\$8,316.06
150	\$149,689	\$179,627	\$209,565	\$6,237.05	\$7,484.46	\$8,731.88



## Management/Executive Pay Ranges - effective July 1, 2001

**2001 Confidential Pay Table with 3% COLA**

<b>Job Code</b>	<b># of Employees</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
00006001	(3)	11.34	11.70	11.95	12.30	12.66	13.01	13.39	13.79
00006002	(1)	13.77	14.17	14.60	15.02	15.51	15.94	16.42	16.91
00006003	(1)	15.19	15.64	16.09	16.58	17.07	17.60	18.13	18.67
00006004	(1)	11.74	12.12	12.39	12.75	13.10	13.46	13.84	14.21
00006005	(2)	14.44	14.88	15.32	15.77	16.26	16.74	17.24	17.76
00006006	(1)	13.77	14.17	14.60	15.02	15.51	15.94	16.42	16.91
00006027	(2)	13.77	14.17	14.60	15.02	15.51	15.94	16.42	16.91
00006029	(4)	15.19	15.64	16.09	16.58	17.07	17.60	18.13	18.67
00006030	(2)	17.90	18.41	18.98	19.54	20.05	20.65	21.28	21.91
00006054	(3)	15.98	16.45	16.95	17.46	17.98	18.52	19.08	19.65
00006212	(2)	15.51	15.98	16.45	16.95	17.65	18.18	18.73	19.29

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-088**

Authorizing Salary Adjustments for Employees Not Covered by Collective Bargaining Agreements and the Multnomah County Sheriff

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County (County) employs individuals not covered by any collective bargaining agreement.
- b. The Multnomah County Board of Commissioners (Board) adopted County compensation policy in MCC 9.202 to provide such pay as necessary for the County to recruit, select and retain qualified management, supervisory, administrative and professional employees; to recognize employee performance, growth and development; to maintain an appropriate internal relationship among classifications and employees based on job responsibilities, qualifications and authority; and to maintain parity between equivalent non-represented and represented positions.
- c. The Chair is responsible for developing and recommending compensation plan adjustments to the Board.
- d. Certain employees work as elected officials' staff, and the elected officials set their pay.
- e. County Charter Chapter VI. Administration, Section 6.50(1)(a) provides the Sheriff's salary shall be fixed by the Board in an amount that is not less than any member of the sheriff's office.

**The Multnomah County Board of Commissioners Resolves:**

1. General Salary Increases. Except for elected officials' staff, management and executive employees are eligible for a cost of living increase effective July 1, 2001 of 3.0%. These pay ranges are shown in an exhibit attached to this Resolution, labeled Management/Executive Pay Table – effective July 1, 2001.

2. Sheriff's Salary. The salary for the Sheriff will be increased by 3.0% effective July 1, 2001, to maintain parity with cost of living adjustments for command staff in the sheriff's office.

ADOPTED this 21st day of June 2001.

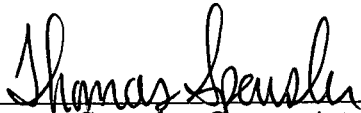


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Attorney

MANAGEMENT/EXECUTIVE PAY TABLE - Effective July 1, 2001

JCN	JOB TITLE	NOTES	SR NO	ANNUAL RANGE		SEMI-MONTHLY RANGE		
				MIN	MAX	MIN	MID	MAX
9603	AA/EEO OFFICER		129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9604	ACCOUNTS PAYABLE SUPERVISOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9006	ADMINISTRATIVE ANALYST		121	\$36,553	\$51,175	\$1,523.04	\$1,827.67	\$2,132.29
9005	ADMINISTRATIVE ANALYST/SENIOR		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9634	ADMINISTRATIVE SECRETARY/NR		117	\$30,036	\$42,050	\$1,251.50	\$1,501.79	\$1,752.08
9607	ADMINISTRATIVE SERV OFFICER		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9027	ALARM ORDINANCE UNIT ADMIN		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9616	ANIMAL CONTROL MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9637	APPRAISAL SUPR/COMMERCIAL		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9726	APPRAISAL SUPR/PERSONAL PROP		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9739	APPRAISAL SUPR/RESIDENTIAL		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9763	ASSESSMENT MANAGER/SENIOR	Unc	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9804	ASSOCIATE DIRECTOR/CENTRAL		130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9060	ASST COUNTY ATTORNEY 1	Unc	124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9190	ASST COUNTY ATTORNEY 2	Unc	128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9440	ASST COUNTY ATTORNEY/SENIOR	Unc	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9673	AUXILIARY SERVICES ADMIN		129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9623	BRIDGE MAINTENANCE SUPERVISOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9023	BRIDGE OPERATIONS SUPERVISOR		119	\$33,163	\$46,428	\$1,381.79	\$1,658.15	\$1,934.50
9624	BRIDGE SERVICES MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9730	BUDGET ANALYST		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9734	BUDGET ANALYST/PRINCIPAL		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9729	BUDGET MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9627	CAPTAIN	Unc	9627	\$77,242	\$92,697	\$3,218.42	\$3,540.40	\$3,862.38
9628	CARTOGRAPHY SUPERVISOR		121	\$36,553	\$51,175	\$1,523.04	\$1,827.67	\$2,132.29
9773	CATALOGING ADMINISTRATOR		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9222	CENTRAL STORES SUPERVISOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9745	CFS ADMINISTRATOR		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9661	CFS MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9612	CFS MANAGER/SENIOR	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9008	CFS SUPERVISOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9007	CHAPLAIN	Unc	120	\$34,816	\$48,743	\$1,450.67	\$1,740.81	\$2,030.96
9629	CHIEF APPRAISER/COMMERCIAL		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9630	CHIEF APPRAISER/RESIDENTIAL		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9625	CHIEF DEPUTY	Unc	9625	\$0	\$97,280	\$0.00	\$0.00	\$4,053.33
9064	CHIEF DEPUTY MEDICAL EXAMINER	Unc	125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9455	CHIEF INFORMATION OFFICER	Unc	138	\$83,354	\$116,695	\$3,473.08	\$4,167.69	\$4,862.29
9774	CIRCULATION ADMINISTRATOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17

MANAGEMENT/EXECUTIVE PAY TABLE - Effective July 1, 2001

JCN	JOB TITLE	NOTES	SR NO	ANNUAL RANGE		SEMI-MONTHLY RANGE		
				MIN	MAX	MIN	MID	MAX
9391	CLINICAL SUPERVISOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9772	COMM CORRECTIONS PROGRAM ADMIN		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9643	CONSTRUCTION PROJECTS ADMIN		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9510	COUNTY ATTORNEY	Unc	136	\$75,658	\$105,920	\$3,152.42	\$3,782.88	\$4,413.33
9649	COUNTY SURVEYOR	Unc	127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9445	D A INVESTIGATOR/CHIEF		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9664	D A OPERATIONS MANAGER	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9747	DATA ANALYST/SENIOR		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9500	DENTAL HEALTH OFFICER	Unc	136	\$75,658	\$105,920	\$3,152.42	\$3,782.88	\$4,413.33
9390	DENTIST	MP	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9430	DENTIST/SENIOR		134	\$68,919	\$96,486	\$2,871.63	\$3,445.94	\$4,020.25
9610	DEPARTMENT DIRECTOR	Unc	136	\$75,658	\$105,920	\$3,152.42	\$3,782.88	\$4,413.33
9281	DEPUTY AUDITOR	Staff	9281	\$0	\$0	\$0.00	\$0.00	\$0.00
9631	DEPUTY COUNTY ATTORNEY	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9619	DEPUTY DIRECTOR	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9465	DEPUTY DIST ATTY/FIRST ASST	Staff	9465	\$0	\$0	\$0.00	\$0.00	\$0.00
9465	DEPUTY DISTRICT ATTORNEY/CHIEF	Staff	9450	\$0	\$0	\$0.00	\$0.00	\$0.00
9455	DEPUTY INFORMATION OFFICER	Unc	136	\$75,658	\$105,920	\$3,152.42	\$3,782.88	\$4,413.33
9683	DEVELOP/COMMUNICATIONS COORD		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9744	DIRECTOR MENTAL HEALTH REDESIGN	Unc	138	\$83,354	\$116,695	\$3,473.08	\$4,167.69	\$4,862.29
9663	DISTRIBUTION SUPERVISOR		120	\$34,816	\$48,743	\$1,450.67	\$1,740.81	\$2,030.96
9641	DISTRICT MANAGER/DCC	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9665	ELECTIONS ADMINISTRATOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9666	ELECTIONS MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9667	EMERGENCY MANAGEMENT ADMIN	Unc	126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9530	EMS MEDICAL DIRECTOR	Unc	143	\$106,381	\$149,052	\$4,432.54	\$5,321.52	\$6,210.50
9671	ENGINEERING SERVICES ADMIN		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9672	ENGINEERING SERVICES MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9062	ENVIRONMENTAL HEALTH SUPERVISOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9460	EXECUTIVE ASSISTANT	Staff	9460	\$0	\$0	\$0.00	\$0.00	\$0.00
9686	FACILITIES DEV & SERVICES MGR	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9150	FACILITIES MAINTENANCE ADMIN		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9678	FACILITIES MAINTENANCE MANAGER	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9680	FACILITIES MAINTENANCE SUPR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9681	FACILITIES MANAGER/SENIOR	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9687	FACILITIES OPERATIONS MANAGER	Unc	131	\$59,546	\$83,364	\$2,481.08	\$2,977.29	\$3,473.50
9682	FACILITIES REFURBISHMENT ADMIN		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9151	FACILITIES SERVICES SUPERVISOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17

MANAGEMENT/EXECUTIVE PAY TABLE - Effective July 1, 2001

JCN	JOB TITLE	NOTES	SR NO	ANNUAL RANGE		SEMI-MONTHLY RANGE		
				MIN	MAX	MIN	MID	MAX
9684	FAMILY SERVICES MANAGER	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9685	FINANCE MANAGER/SENIOR	Unc	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9716	FISCAL OFFICER		130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9633	FISCAL SPECIALIST 2/NR		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9335	FISCAL SPECIALIST SUPERVISOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9340	FISCAL SPECIALIST/SENIOR		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9689	FLEET MAINTENANCE SUPERVISOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9009	FORECLOSED PROPERTY COORDINATOR		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9690	GENERAL ACCOUNTING ADMIN		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9675	GRAPHIC DESIGNER/NR		120	\$34,816	\$48,743	\$1,450.67	\$1,740.81	\$2,030.96
9026	HEALTH INFORMATION SUPERVISOR		119	\$33,163	\$46,428	\$1,381.79	\$1,658.15	\$1,934.50
9550	HEALTH OFFICER	Unc	141	\$96,490	\$135,193	\$4,020.42	\$4,826.73	\$5,633.04
9692	HEALTH OPERATIONS SUPERVISOR		119	\$33,163	\$46,428	\$1,381.79	\$1,658.15	\$1,934.50
9693	HEALTH SERVICES ADMINISTRATOR		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9694	HEALTH SERVICES MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9695	HEALTH SERVICES MANAGER/SENIOR	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9696	HEALTH SERVICES SPECIALIST		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9080	HUMAN RESOURCES ANALYST 1		121	\$36,553	\$51,175	\$1,523.04	\$1,827.67	\$2,132.29
9670	HUMAN RESOURCES ANALYST 2		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9748	HUMAN RESOURCES ANALYST/SENIOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9715	HUMAN RESOURCES MANAGER 1		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9621	HUMAN RESOURCES MANAGER 2	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9669	HUMAN RESOURCES MANAGER/SENIOR	Unc	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9061	HUMAN RESOURCES TECHNICIAN		117	\$30,036	\$42,050	\$1,251.50	\$1,501.79	\$1,752.08
9651	INFO SYSTEMS COORDINATOR		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9653	INFO SYSTEMS MANAGER	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9657	INFO SYSTEMS MANAGER/SENIOR	Unc	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9652	INFO SYSTEMS SUPERVISOR		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
<b>9457</b>	<b>ISD ADMINISTRATOR</b>		<b>134</b>	<b>\$68,919</b>	<b>\$96,486</b>	<b>\$2,871.63</b>	<b>\$3,445.94</b>	<b>\$4,020.25</b>
9794	JUVENILE JUSTICE ADMINISTRATOR		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9701	JUVENILE JUSTICE MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9702	JUVENILE JUSTICE MGR/SENIOR	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9220	JUVENILE JUSTICE SUPERVISOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9024	LAUNDRY SUPERVISOR		119	\$33,163	\$46,428	\$1,381.79	\$1,658.15	\$1,934.50
9055	LAW CLERK	Unc	120	\$34,816	\$48,743	\$1,450.67	\$1,740.81	\$2,030.96
9001	LEGISLATIVE/ADMIN SECRETARY	Staff	9001	\$0	\$0	\$0.00	\$0.00	\$0.00
9776	LIBRARY ADMINISTRATOR/BRANCH		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9780	LIBRARY MANAGER/BRANCH		129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54

MANAGEMENT/EXECUTIVE PAY TABLE - Effective July 1, 2001

JCN	JOB TITLE	NOTES	SR NO	ANNUAL RANGE		SEMI-MONTHLY RANGE		
				MIN	MAX	MIN	MID	MAX
9782	LIBRARY MANAGER/SENIOR	Unc	131	\$59,546	\$83,364	\$2,481.08	\$2,977.29	\$3,473.50
9784	LIBRARY SUPERVISOR/BRANCH		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9785	LIBRARY SUPERVISOR/CENTRAL		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9786	LIBRARY SUPPORT SERVICES ADMIN	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9705	LIEUTENANT		9705	\$73,564	\$88,282	\$3,065.17	\$3,371.79	\$3,678.42
9647	LIEUTENANT/CORRECTIONS		9647	\$73,564	\$88,282	\$3,065.17	\$3,371.79	\$3,678.42
9710	MANAGEMENT ASSISTANT	Unc	127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9010	MANAGEMENT AUDITOR 1	Staff	9010	\$0	\$0	\$0.00	\$0.00	\$0.00
9120	MANAGEMENT AUDITOR 2	Staff	9120	\$0	\$0	\$0.00	\$0.00	\$0.00
9280	MANAGEMENT AUDITOR/SENIOR	Staff	9280	\$0	\$0	\$0.00	\$0.00	\$0.00
9202	MCSO CORRECTIONS PROGRAM ADMIN		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9622	MCSO CORRECTIONS PROGRAM MANAGER	Unc	128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
<b>9646</b>	<b>MCSO RECORDS UNIT MANAGER</b>		<b>129</b>	<b>\$53,993</b>	<b>\$75,589</b>	<b>\$2,249.71</b>	<b>\$2,699.63</b>	<b>\$3,149.54</b>
9640	MCSO VOLUNTEER PROGRAM COORD		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9520	MEDICAL DIRECTOR	Unc/MP	141	\$96,490	\$135,193	\$4,020.42	\$4,826.73	\$5,633.04
9635	OFFICE ASSISTANT 2/NR		112	\$23,533	\$32,948	\$980.54	\$1,176.69	\$1,372.83
9720	OPERATIONS ADMINISTRATOR		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9025	OPERATIONS SUPERVISOR		119	\$33,163	\$46,428	\$1,381.79	\$1,658.15	\$1,934.50
9725	PAYROLL SUPERVISOR		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
<b>9355</b>	<b>PHARMACIST</b>	<b>MP</b>	<b>132</b>	<b>\$62,507</b>	<b>\$87,510</b>	<b>\$2,604.46</b>	<b>\$3,125.35</b>	<b>\$3,646.25</b>
<b>9357</b>	<b>PHARMACY SERVICES MANAGER</b>		<b>135</b>	<b>\$72,312</b>	<b>\$101,317</b>	<b>\$3,013.00</b>	<b>\$3,617.27</b>	<b>\$4,221.54</b>
9490	PHYSICIAN	MP	139	\$87,519	\$122,624	\$3,646.63	\$4,377.98	\$5,109.33
9146	PLANNER/PRINCIPAL		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9727	PLANNING MANAGER	Unc	130	\$56,708	\$79,391	\$2,362.83	\$2,835.40	\$3,307.96
9798	PRINCIPAL INVESTIGATOR		132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9677	PRODUCTION SUPERVISOR		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9358	PROGRAM DEVELOPMENT SPEC/NR		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9115	PROGRAM DEVELOPMENT SPEC/SENIOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9359	PROGRAM DEVELOPMENT TECH/NR		118	\$31,591	\$44,227	\$1,316.29	\$1,579.54	\$1,842.79
9615	PROGRAM MANAGER 1		9615	\$48,967	\$75,589	\$2,040.29	\$2,594.92	\$3,149.54
9360	PROGRAM MANAGER 2	Unc	9360	\$53,993	\$83,364	\$2,249.71	\$2,861.60	\$3,473.50
9362	PROGRAM MANAGER/SENIOR	Unc	9362	\$62,507	\$96,486	\$2,604.46	\$3,312.35	\$4,020.25
9361	PROGRAM SUPERVISOR		9361	\$42,312	\$65,298	\$1,763.00	\$2,241.88	\$2,720.75
9063	PROJECT MANAGER		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9733	PROPERTY MANAGEMENT SUPERVISOR		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9116	PUBLIC AFFAIRS COORDINATOR		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9790	PUBLIC RELATIONS COORDINATOR	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9738	PURCHASING ADMINISTRATOR		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46

MANAGEMENT/EXECUTIVE PAY TABLE - Effective July 1, 2001

JCN	JOB TITLE	NOTES	SR NO	ANNUAL RANGE		SEMI-MONTHLY RANGE		
				MIN	MAX	MIN	MID	MAX
9737	PURCHASING SUPERVISOR		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9732	RECORDS ADMINISTRATOR		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9043	RESEARCH/EVALUATION ANALYST/SENIOR NR		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9041	RESEARCH/EVALUATION SUPERVISOR		128	\$51,418	\$71,986	\$2,142.42	\$2,570.92	\$2,999.42
9145	ROAD MAINT SYSTEMS ADMIN		125	\$44,434	\$62,208	\$1,851.42	\$2,221.71	\$2,592.00
9741	ROAD MAINTENANCE MANAGER	Unc	129	\$53,993	\$75,589	\$2,249.71	\$2,699.63	\$3,149.54
9140	ROAD MAINTENANCE SUPERVISOR		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
9742	SAFETY SPEC/TRANSPORTATION		122	\$38,390	\$53,746	\$1,599.58	\$1,919.50	\$2,239.42
5004	SHERIFF			\$0	\$110,410	\$0.00	\$0.00	\$4,600.42
9743	SHERIFF'S OPERATIONS ADMIN		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
<b>9792</b>	<b>STACKS ADMINISTRATOR</b>		<b>124</b>	<b>\$42,312</b>	<b>\$59,236</b>	<b>\$1,763.00</b>	<b>\$2,115.58</b>	<b>\$2,468.17</b>
9400	STAFF ASSISTANT	Staff	9400	\$0	\$0	\$0.00	\$0.00	\$0.00
9674	SURVEY SUPERVISOR		124	\$42,312	\$59,236	\$1,763.00	\$2,115.58	\$2,468.17
9752	TAX COLL/RECORD MANAGER/SENIOR	Unc	132	\$62,507	\$87,510	\$2,604.46	\$3,125.35	\$3,646.25
9691	TAX COLLECTION/RECORDS ADMIN		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9789	TEAM DEVELOPER/LIBRARY		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9755	TRAFFIC AIDS ADMINISTRATOR		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9756	TRAFFIC AIDS SUPERVISOR		123	\$40,310	\$56,434	\$1,679.58	\$2,015.50	\$2,351.42
9759	TRANS PLANNING ADMIN		126	\$46,640	\$65,298	\$1,943.33	\$2,332.04	\$2,720.75
9757	TRANSPORTATION MANAGER/SENIOR	Unc	133	\$65,632	\$91,884	\$2,734.67	\$3,281.58	\$3,828.50
9761	TREASURY ADMINISTRATOR		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46
9626	UNDERSHERIFF	Unc	9626	\$0	\$102,143	\$0.00	\$0.00	\$4,255.96
9793	VOLUNTEER PROG/BOOKSTORE ADMIN		127	\$48,967	\$68,555	\$2,040.29	\$2,448.38	\$2,856.46

**Bold - Classifications shown in bold have had salary range adjustments since the Board last approved the salary schedule.**  
**Salary range adjustments are necessary to reflect labor market comparisons or internal reorganizations.**

Unc - Unclassified, non-Civil Service position.

HP - Health Premium Pay: Premium pay up to 10% over base pay when Physician or Medical Director is assigned extra responsibility for medical program or for in-patient hospital care; premium pay up to 10% when Physician or Dentist assigned to one of the correctional facilities; premium pay up to 10% over base pay for each day when Pharmacist assigned extra administrative responsibilities.

Staff - Pay for unclassified elected officials staff to be determined by respective elected official.



## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

21-Jun

(Date)

DEPARTMENT: Department of Support ServicesDIVISION: FinanceCONTACT: Dave BoyerPHONE: x83903

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Dave Boyer

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

Adds interest revenue and expense to reflect the issue of additional Tax Revenue Anticipation Notes in FY 2001.

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

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

During the preparation of the annual Tax Revenue Anticipation Note in June of 2000, we discovered we needed to increase the size of the issue from \$11,000,000 to \$20,000,000. This increase was based on our General Fund cashflow deficit being higher in October than we had anticipated and is within the guidelines of the IRS. The impact of this budget modification increases the interest expenditure by \$450,000 and increases interest revenue by the same amount. No impact to the General Fund ending fund balance.

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Increase in interest revenue because we will have more cash on hand between November and June 30. See above

TOTAL \$0

## 4. CONTINGENCY STATUS [To Be Completed by Budget]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: <u>[Signature]</u>	Date: _____	Department Director: <u>[Signature]</u>	Date: <u>6/8/2001</u>
Plan / Budget Analyst: <u>[Signature]</u>	Date: <u>6-7-01</u>	Employee Services: _____	Date: _____
Board Approval: <u>[Signature]</u>	Date: <u>06/21/01</u>		

**BUDGET MODIFICATION: #**  
**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget Fiscal Year: 00/01

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1				108700		50270	-	(450,000)	(450,000)		Increase interest revenue
2				108700		60500	550,000	1,000,000	450,000		Increase interest expense
3								0			
4								0			
5								0			
6								0			
7								0			
8								0			
9								0			
10								0			
11								0			
12								0			
13								0			
14								0			
15								0			
16								0			
17								0			
18								0			
19								0			
20								0			
21								0			
22								0			
23								0			
24								0			
25								0			
26								0			
27								0			
28								0			
29								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN  
MARIA ROJO DE STEFFEY  
SERENA CRUZ  
LISA NAITO  
LONNIE ROBERTS

BUDGET & QUALITY  
MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD, 4<sup>TH</sup> FLOOR  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503) 988-3883

## SUPPLEMENTAL STAFF REPORT

**TO:** Board of County Commissioners  
**FROM:** Julie Neburka, Budget & Quality Office *JN*  
**DATE:** June 7, 2001  
**RE:** Bud Mod Nondepartmental #3

1. **Recommendation/Action Requested:** Approve bud mod Nondepartmental #3, which adds interest revenue and expenditure to reflect the issue of additional Tax Revenue Anticipation Notes (TRANS) in FY 2001.
2. **Background/Analysis:** During the preparation of the annual Tax revenue Anticipation Note issue in June of 2000, the Finance Division discovered the need to increase the size of the issue from \$11,000,000 to \$20,000,000. This increase was based on the County's General Fund cash flow deficit being higher in October than had been anticipated, although still within the guidelines provided by Internal Revenue Service.
3. **Financial Impact:** This budget modification increases the interest expenditure by \$450,000 and increases interest revenue by the same amount. There will be no impact on the General Fund's ending balance for FY 2001.
4. **Legal Issues:** None.
5. **Controversial Issues:** None.
6. **Link to Current County Policies:** N/A
7. **Citizen Participation:** N/A
8. **Other Government Participation:** N/A

#1

# SPEAKER SIGN UP CARDS

DATE 06/21/01

NAME LADDIE READ

ADDRESS

I HOPE ALL HANDICAPPED/

PHONE

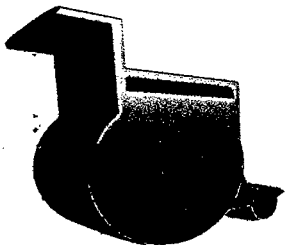
DISABLED / MENTAL HEALTH

SPEAKING  
TOPIC

PROGRAMS ARE FAIRLY FUNDED  
ON AGENDA ITEM ~~NUMBER~~ OR  
BUDGETS

GIVE TO BOARD CLERK

## **LADDIE'S SELF-ADVOCATE SITE**



**Laddie Read  
President and Founder**

**[http://communities.msn.com/  
LaddiesSelfAdvocateWebSite](http://communities.msn.com/LaddiesSelfAdvocateWebSite)**

**People Helping People**

#2

## SPEAKER SIGN UP CARDS

DATE 6/21/01

NAME PAM PATTON

ADDRESS 830 NE Holladay  
Ptld 97232

PHONE 503 233-4356

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Budget: Teen Preg. Network Coordinator  
GIVE TO BOARD CLERK

#3

## SPEAKER SIGN UP CARDS

DATE 6-21-01

NAME ED SMITH

ADDRESS 1264 NE 201st Ave  
Fairview, OR 97080

PHONE 503-661-7200

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Student Attendance Initiative  
GIVE TO BOARD CLERK

MEETING DATE: June 21, 2001  
AGENDA NO: R-11  
ESTIMATED START TIME: 10:45 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adopting the 2001-02 Multnomah County Budget

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

REGULAR MEETING: DATE REQUESTED: June 21, 2001  
AMOUNT OF TIME NEEDED: 1 hour

DEPARTMENT: Support Svcs DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: (503) 988-3822  
BLDG/ROOM #: 503-4<sup>th</sup> Floor

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution adopting the 2001-02 Multnomah County Budget, making appropriations, and responding to the objection and recommendation of the Tax Supervising and Conservation Commission as required by ORS 294.435

07/10/01 certified true copies to Budget & Harry Norton;  
copies to BCC, Dept Directors, John Ball, Dave Boye,  
Harry Norton, SIGNATURES REQUIRED: Trishon Haei's,  
Sheriff Noelle, Elizabeth Flynn,  
Michael Schenk

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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





# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DIANE LINN  
SERENA CRUZ  
LISA NAITO  
SHARRON KELLEY

BUDGET AND QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503) 248-3883

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dave Warren, Budget Manager

DATE: June 12, 2001

SUBJECT: Adopting the 2001-02 Budget

1. Recommendation/Action Requested:

Adopt the Budget. At the time of adoption, the Board can amend the budget to include anything up to a 10% increase in any fund.

2. Background/Analysis:

Adoption of the budget sets the upper limit on departmental spending during the next year. Numerous amendments have been proposed that will alter the spending plan in the existing document. Most of these amendments are technical in nature (correct errors, reclassify positions, move appropriations between organizations or line items without changing programs), add unbudgeted revenues, carry over expenditures authorized last year where the item could not be delivered by June 30 or the project cannot be completed. The department proposed technical, program, revenue, staff, and carryover amendments, I recommend the Board approve as a block. The work session on June 19 should make it possible to do this piece of business without taking much time on June 21.

A number of amendments affect program content. The Board has discussed these in detail. The Board is always free to propose new amendments up to the time the budget is adopted.

3. Financial Impact:

4. Legal Issues:

Tax Supervising has recommendations and objections to which the Board must respond at the time of adopting the budget.

Attachment C responds to the Commission objection about the amount of property taxes levied in the bond sinking funds. That amount will be reduced to \$ , which is the amount shown in the accompanying resolution levying taxes.

Attachment C responds to the recommendation that the County publish notice of the budget committee meeting twice as required by law. Not printing the second notice was an error and it is unlikely to recur in future years.

5. Controversial Issues:

Normal discussions that surround funding decisions

6. Link to Current County Policies:

The budget complies with the County's financial policies, although restoration of the reserve as contemplated by that policy will take several years.

7. Citizen Participation:

Citizen comment has been made on the budget at five public hearings. Citizens may wish to testify as the document is adopted. The adoption is a public hearing and such testimony must be heard if offered.

8. Other Government Participation:

NA

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Adopting the 2001-02 Budget for Multnomah County and making appropriations thereunder,  
pursuant to ORS 294.435

**The Multnomah County Board of County Commissioners finds:**

- a. The Multnomah County budget, as prepared by the duly appointed Budget Officer has been considered and approved by the Board.
- b. A public hearing on this budget was held before the Multnomah County Tax Supervising and Conservation Commission on the 7th day of June 2001.
- c. The budget is on file in the Office of the Chair of Multnomah County.
- d. The Board has made certain amendments to the above-described budget and those amendments are attached to this resolution as Attachment A.
- e. The appropriations authorized are attached to this resolution as attachment B.
- f. The Tax Supervising and Conservation Commission has certified the budget and the Board responses to the objection and recommendation of the Tax Supervising and Conservation Commission are attached to the Resolution as Attachment C.
- g. Board notes of actions to be taken during the next year are attached to this resolution as attachment D.

**The Board of County Commissioners resolves:**

1. The budget, including Attachments A, B, C and D, is adopted as the budget of Multnomah County, Oregon.
2. The appropriations shown in Attachment B are authorized for the fiscal year July 1, 2001 to June 30, 2002.

ADOPTED this 21st day of June, 2001.

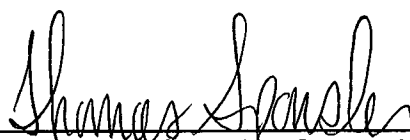
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane Linn, Chair

Reviewed:

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Attorney

## ATTACHMENT C

The Board makes the following response to the objection and recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 2001-02 County budget.

### Objection:

*The debt Service Unappropriated Ending Fund Balance amount is \$4,906,955 higher than will be needed to make the debt service payment due October 2002. At the time of adoption the Board shall reduce the Debt Service Levy to \$11,391,057.*

The Board levies \$11,391,057 for the Debt Service Levy.

### Recommendation

*Local Budget law (ORS 294.401(5)) requires that the notice of the budget committee meeting must be published twice, five to 30 days before the committee meeting with the publications separated by at least five days. The Count published only once on April 15, 2001. This should be corrected for next year.*

The Budget Office pledges to comply with this legal requirement next year.

## Amendment Addendum

## Amendment Addendum

## BA: BCC Amendments

Trans ID	Description	Expenditure	Revenue	Effect on GF Contingency	FTE
02_CFS_PA_06	CRUZ: Provides \$50,000 of ongoing funding for sexual minority youth services that were cut. The funds will be budgeted in the General Fund Contingency pending the Department of Community and Family Services providing a plan to the Board describing how the funds will be spent. See Budget note for additional detail.	0	0	0	0.00
02_CFS_PA_07	Restores \$15,300 of funding for Teen Parent Network Coordination.	15,514	0	-15,300	0.00
	<b>CFS Total</b>	<b>15,514</b>	<b>0</b>	<b>-15,300</b>	<b>0.00</b>
02_DCJ_BA_01	NAITO: Funds \$40,000 one-time only from the General Fund for contractual services (in the Transitional Unit) to support offenders leaving prison. 02_DCJ_BA_04 funds this via additional State Corrections revenue, so if 02_DCJ_BA_04 is approved, the GF will not fund this, and this will not be implemented. (No net change in expenditures shown as reduction in contingency expenditure offsets increased contractual services.)	0	0	-40,000	0.00
02_DCJ_BA_03	CRUZ: Budgets the increase State Department of Corrections revenue in the amount of \$300,000. Will be temporarily budgeted as Professional Services, pending final decisions on spending. (If 02_DCJ_BA_04 is approved, this will not be implemented. Net expenditures are higher due to indirect accounting.)	315,289	0	15,289	0.00
02_DCJ_BA_04	CRUZ: Budgets \$521,231 in Department of Corrections revenue. \$40,000 is budgeted for professional services in the Transitional Unit for contracted transitional employment services. The remaining amount is temporarily budgeted as Professional Services, pending final decisions on spending. This replaces 02_DCJ_BA_01 and 03.	546,429	0	25,198	0.00
02_DCJ_BA_05	CRUZ: \$87,185 from general fund to restore Marshall Counselor, via contract with Portland Public Schools. This is funded on a one-time basis, with anticipated FFP revenue for future funding.	0	0	-87,185	0.00
	<b>DCJ Total</b>	<b>861,718</b>	<b>0</b>	<b>-86,698</b>	<b>0.00</b>
02_DSCD_BA_01	ROBERTS: Funds District Court space in Gresham from the Capital Fund. This should be considered one-time-only funding for FY 2002. \$300,000 is the estimate for space leasing and tenant improvements that would be required. On-going expenses starting in FY 2003, are estimated to be \$172,000 annually. (see Budget Note under Facilities Issues)	0	0	0	0.00
	<b>DSCD Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
02_HD_BA_15	NAITO: Replaces 02-Nond-BA-12. Directs Health Department to fund second (North) Olds Home Visiting Nurse Team by re-prioritizing revenues within the department after the addition of new state revenue for school-based health centers. This is a policy direction to fund a new Olds Team before adding new school-based health centers.	303,278	0	20,243	2.50
	<b>HD Total</b>	<b>303,278</b>	<b>0</b>	<b>20,243</b>	<b>2.50</b>
02_MCSO_BA_13	REVISED AMENDMENT, Part 1 of 3: Implements "Base" Janitorial proposal. Reverses transaction # 02-DSCD-CC-20. Reduces service reimbursement to PS Levy Fund/reduces PS Levy Fund contingency by \$1,021,653. Adds \$810,000 BWC to Levy Fund and increases contingency by the same amount.	-200,571	0	0	4.00
02_MCSO_BA_14	REVISED AMENDMENT, Part 2 OF 3: MCSO Base Janitorial continued. Adds 4.0 FTE Deputy Sheriffs for work crews and \$28,000 professional services for window washing in the General Fund. Adds \$445,511 to General Fund contingency. Reduces Facilities professional services by \$833,523 and increases the service reimbursement to the General Fund by the same amount.	833,523	0	445,511	4.00
02_MCSO_BA_15	REVISED AMENDMENT Part 3 of 3: MCSO Base Janitorial proposal continued. Restores 0.75 FTE School Resource Officer and 1.0 FTE Community Services Officer to Sheriff's Office. Paid for with General Fund contingency.	17,986	0	-107,385	1.75
	<b>MCSO Total</b>	<b>650,938</b>	<b>0</b>	<b>338,126</b>	<b>9.75</b>

**Amendment Addendum**

FY02

Page 2 of 2

**Amendment Addendum****BA: BCC Amendments**

Trans ID	Description	Expenditure	Revenue	Effect on GF Contingency	FTE
02_NOND_BA_18	Consolidates several program amendments, pays for carryover from CIP, adds to GF Contingency and Reserve. Pays \$200,000 to move from the Dexco and the Justice Center into the Mead building (formerly DCJ_PA_01). Pays \$168,000 for equipment and furnishings for new East County primary care clinic (formerly Health_PA_08). Pays \$225,000 for equipment and furnishings for the new East County dental clinic (formerly Health PA_09). Pays \$120,000 for equipment and furnishings for new North Portland primary care clinic (formerly Health_PA_10). Increases GF Contingency by \$156,797, and adds \$556,203 to GF Reserve.	200,000	0	156,797	0.00
	<b>NOND Total</b>	<b>200,000</b>	<b>0</b>	<b>156,797</b>	<b>0.00</b>
	<b>BCC Amendment Total</b>	<b>2,031,448</b>	<b>0</b>	<b>413,168</b>	<b>12.25</b>

**CA: Carryover Amendments**

Trans ID	Description	Expenditure	Revenue	Effect on GF Contingency	FTE
02_DSS_CA_03	Risk Fund Carryover: Carries over \$25,000 in the Risk Management Fund for exercise equipment for the exercise room in the basement of the Multnomah Building. The equipment was included in this year's Health Promotion budget but was not ordered because storage would be a problem until the exercise room is completed.	25,000	0	0	0.00
02_DSS_CA_04	General Fund Carryover: Carries over remainder of funds allocated in FY 2001 (\$180,034) to implement contractually obligated classification/compensation studies. Adds appropriation to Contingency for transfer to department budgets pending agreement on the outstanding studies.	180,034	0	180,034	0.00
	<b>DSS Total</b>	<b>205,034</b>	<b>0</b>	<b>180,034</b>	<b>0.00</b>
02_MCSO_CA_12	General Fund Carry Over: Carries over \$88,000 for mobile data communications units for Sheriff's Office patrol cars. Items are ordered but will not be received by 6/30/01. Reference PO #4500013988.	88,000	0	0	0.00
	<b>MCSO Total</b>	<b>88,000</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
02_NOND_CA_16	REVISED AMENDMENT General Fund Carry Over: Carries over \$141,408 savings in Chair's Office for transition/remodeling costs in FY 2002.	141,408	0	0	0.00
	<b>NOND Total</b>	<b>141,408</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
	<b>Carryover Amendment Total</b>	<b>434,442</b>	<b>0</b>	<b>180,034</b>	<b>0.00</b>
	<b>Grand Total</b>	<b>2,465,890</b>	<b>0</b>	<b>593,202</b>	<b>12.25</b>

## SHIFT CAPITAL COSTS TO CIP FUNDING, RESTORE CONTINGENCY AND RESERVE

	Unallocated CIP revenue	1,396,789
DCJ PA_01	Mead Building moves	(200,000)
HD PA_08	East County Primary Care Clinic furnishings	(168,000)
HD PA_09	East County Dental Clinic Eqpt/Furnishings	(225,000)
HD PA_10	North Portland Primary Care Clinic furnishings	(120,000)
DSCD PA_05	Gresham Temp Court Space	<u>(300,000)</u>
	Remaining Unallocated CIP	383,789
	Additional General Fund Beginning Balance	713,000
	Add to Contingency	156,797
	Increase Reserve	556,203

## TOTAL CHANGES TO GENERAL FUND CONTINGENCY

Amendment #	Description	Effect on Contingency
ORIGINAL CONTINGENCY AMOUNT		1,250,000
NON PA_01	CCFC compromise funds PeIP/Family Resource (\$147,000), SKIP screening (\$35,000), GIFT-North (\$64,000), Latino Student Retention (\$22,000), Buckman Comm. Partnership (\$10,000), NAYA Alternative School (\$32,000).	0
ADS PA 01	Health nurses for Aging Services	6,693
DCJ BA_04	New State DOC money, includes \$40,000 for transition employment	15,289
NON BA_11	Reorganize LPSCC	1,149
DCJ BA_05	Restore Marshall Counselor	(87,185)
note	Earmarks Contingency for sexual minority youth program	(50,000)
new	Revised Janitorial service plan	325,888
new	Restores Sheriff School Resource Officer at Gresham Barlow and Community Service Officer	(110,000)
note	Earmarks Contingency for housing program participation	(25,000)
note	Earmarks \$30,215 in Contingency for OCHIN transition, offset by additional General Fund carryover	0
new	Earmarks Contingency for Courthouse planning	(250,000)
ADS PA_02	Reappropriates ADS IT project	19,115
CFS PA_11	SUN school evaluation carryover	0
DSCD PA_01	Reappropriates vehicle purchases in Fleet Fund	0
HD PA_14	Adds FFP staff, funded with Medicaid revenue	3,273
MCSO CA_06	Reappropriates booking remodeling - \$997,819	0
MCSO CA_08	Reappropriates booking remodeling - \$380,004	0
SUMMARY OF CARRYOVER AMENDMENTS		0
SUMMARY OF TECHNICAL AMENDMENTS		(24,345)
SUMMARY OF STAFF AMENDMENTS		8,376
SUMMARY OF REVENUE AMENDMENTS		9,950
		<hr/>
RESULTING CONTINGENCY BALANCE		1,093,203
Amount over (under) original Contingency amount		(156,797)



# FY 2002 BUDGET NOTES

6/19/01

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## Contingency Requests

In addition to requests that meet normal criteria for transfer, the Board will consider requests for transfers from the General Fund Contingency account during FY 2002 for the following purposes. Additional information for some of these contingency requests can be found in the budget note section.

- **Court Day Care:** The Board will consider providing a one time only match to the State and/or private business or non profit groups interested in providing operating funds for a court day care facility (\$25,000)
- **Single Access Point Homeless Shelter:** The Board will consider a contingency funding request for a single access point into the homeless families system as provided in the Homeless Families Plan. The Board recognizes that this service is ongoing in nature and ongoing funding would have to be provided within the County's financial constraints for future fiscal years.
- **CARES Child Care Grant:** The Board will consider a one time only contingency funding as grant match for potentially new state child care funds.
- **Sexual Minority Youth:** (*Contingent on the Board approving Cruz amendment 02\_CFS\_PA\_06*) The Board will provide \$50,000 of contingency funding for sexual minority youth services that were cut. The ongoing funds have been budgeted in the General Fund Contingency pending the Department of Community and Family Services providing a plan to the Board describing how the funds will be spent. Return to the Board by August 1, 2001.
- **Housing Program Strategic Planning & program Development:** The Board will consider one time only contingency funding request to pay for professional services to DSCD's housing program to support a joint County/cities/non-profit housing task force (\$25,000).
- **OCHIN Transition:** The Board will consider a one-time only contingency funding request for professional services for the OCHIN transition (\$30,215). Health Department to provide additional information
- **Courthouse Planning:** The Board will consider a one-time-only contingency funding for planning related services for the Courthouse, up to \$250,000. Staff will return to the Board for a briefing on this issue and more detailed information regarding the funding request.

## Budget Notes

### Quarterly Reporting Process

The FY 2002 budget process highlighted the tension between allocating scarce resources and developing new revenue sources to offset budget reductions. Given the department's creative responses in developing new revenue sources and the lack of historical data to forecast these new revenues, the Board directs the Budget Office and those affected departments to return to the Board on a quarterly basis to report on revenue and expenditure data in the form of a Quarterly Financial Report. That report should include the status of a department's expenditures and revenues, an explanation of seasonal trends and unusual expenditures and revenue receipts, and whether or not the department will meet year end targets and/or appropriations. The report will also include a section updating and advising the Board on the status of bond fund activity.

If revenues fail to meet projections, the Board directs the Budget Office in consultation with the Departments to return to the board with a reduction plan evaluating and outlining options to bring expenditures in line with new revenue projections.

# FY 2002 BUDGET NOTES

6/19/01

Specific revenues to be addressed include, but are not limited to:

- Pay to Stay Fee Collection
- Animal Control Fines and Fees
- Property Tax
- Motor Vehicle Rental Tax
- Gas Tax
- Business Income Tax
- Federal Bed Rental Revenue
- Federal Financial Participation Revenue
- Primary Care Clinic Revenues
- Recording Fees
- Internal Service Revenues (Facilities Management, FRED's, Data Processing, Risk Fund)
- Assessment & Taxation Supplement
- Strategic Investment Program Revenues
- State Revenues including Department of Corrections Revenue
- DUII Fee Revenues

## **State Funding Formula Issues**

The Direct Report Managers (DRMs) are to develop a countywide policy for the Boards consideration, to address state funding formula issues (grants-in-aid, ADS equity issue). As part of the construction of the policy issue/statement, the DRMS are to collaborate with the State Department of Human Resources reorganization efforts in a partnership context

## **Non-County Agencies**

Prior to planning for FY 2003 the Board will consider the array of Nondepartmental appropriations to non-County agencies and how to knit them more closely into the County policy web.

## **Primary Care Clinic Revenues**

The Health Department and the Budget Office will monitor the client flow and access issues in the County's primary care clinics, and return to the Board quarterly with an update. Should budgeted fee revenues fail to materialize after the first quarter, the Health Department is to return with proposed program reductions to take effect immediately (see Quarterly Reporting Budget Note).

## **Pretrial Release System Redesign**

The Local Public Safety Coordinating Council (LPSCC) has been reviewing the County's Pre-Trial Release System for increased efficiencies, effectiveness, and potential for cost savings. The Court Work Group has been designated as the group responsible for deciding how to best proceed. The Court Work Group is currently reviewing and validating pre-trial release criteria. It is also forming recommendations for an information system that will eliminate duplicate information collection during various pre-trial release interviews and the booking process and allow information to be shared more easily. LPSCC will brief the Board at the conclusion of these activities.

## **Pay to Stay Review**

The Sheriff's Office shall return to the Board in the fall with a review of the Pay-to-Stay program, including information about number of clients billed, percent of billings collected, civil judgments entered against clients for reimbursement, and impact on families, if known. Also, the Board will discuss the policy implications of collecting from clients whose significant assets (homes, cars, etc.) may be seized.

# FY 2002 BUDGET NOTES

6/19/01

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## **INS/US Marshal Revenue Review**

During FY 2002, the Sheriff's Office shall report monthly to the Board and the Budget Office on federal bed rental receipts. Should budgeted revenues fail to materialize at budgeted levels by the first quarter, the following sources will be utilized in this order as potential offsets to unrealized revenue.

- \$1,650,000 additional carryover/underspending in the Sheriff's FY 00-01 budget (below 96%).
- \$750,000 planning money for a possible East County Justice Center.
- \$500,000 from Community Justice programs and/or additional state Community Justice funding that could offset programs currently funded with County general fund. (The expanded Mentorship and Treatment Foster Care programs can proceed as originally planned.)

## **Oregon Project Independence**

The Board wishes to ensure that funding for Oregon Project Independence remains at the top of the County's legislative agenda. To that end, the Board directs the Public Affairs Office to report on efforts to assist the state in approaching the federal government for sufficient revenue support for this program.

## **Federal Financial Participation Work group and Schools**

The Federal Financial Participation work group is directed to work with Portland Public Schools to explore billing the federal government for the portion of PPS employees time that is potentially reimbursable.

## **Mental Health Redesign Budget**

The Department of Community and Family Services will present the Board with a revised mental health budget that reflects the redesign of the mental health system no later than July 30. The necessary budget modifications to reallocate funding should be submitted shortly thereafter and reflect any Board feedback.

## **Comprehensive Services for Children and Families in Foster Care System**

The Board will make final budget decisions on early intervention services for foster children and their families in the fall. This partnership model will start with the opening of the CRC, but will only require County funds in FY 2002-03, currently estimated at \$250,000- \$300,000.

## **Bienestar at Rockwood**

The Adopted Budget includes \$100,000 of funding for a spring start-up of Bienestar at Rockwood, contingent on sufficient Federal Financial Participation funds being realized. Prior to start-up, the Department of Community and Family Services should discuss with the Board the availability of sufficient ongoing funds to support this program as well as plans for expansion of Bienestar into Columbia Villa.

## **Information Technology Issues**

DSS will arrange a peer review (or due diligence report) on the organizational implications of the Information Technology Organization.

# FY 2002 BUDGET NOTES

6/19/01

DSS will move forward with the mainframe migration implementation. DSS shall report to the Board with information on alternative financing options. The Board may choose different financing sources than those currently budgeted.

## Facilities Issues

The Facilities Priority Committee will schedule a worksession with the Board to examine current Asset Preservation Policy and Fund. The worksession agenda should include definition of asset preservation, deferred maintenance and capital improvement projects. The Board would also like information on the history of Asset Preservation, fund status, unfunded projects and descriptive information.

Facilities to schedule a worksession with the Board to provide a briefing regarding the status of downtown Courthouse project. Additionally, the Board would also like to be briefed on the status, options and funding implications of the Gresham Temporary Court space. When and if the Board approves funding for Gresham Temporary Court space, it will come from the Capital Program for FY 2002.

Budget Office will recommend a threshold dollar value with respect to the use of Asset Preservation Emergency appropriation and when it should be reported back to the Board.

The follow proposed amendments/items will be brought back for the Boards consideration during the summer:

- 02-dscd-pa-04 Sheriff's move to Yeon;  
Yeon Building Repairs & Maintenance Project (\$2,000,000)
- 02-dscd-pa-04 Multnomah Building 5<sup>th</sup> Floor Remodel (\$492,000)
- 02-dscd-pa-04 Multnomah Building Green Roof Design (\$49,700)  
and Construction (\$282,000)
- Master Plan Delay pending further consideration
- Develop Charter River Patrol Building on the Columbia River

## FY 2001 Departmental Spending Target Review

The Budget Office will review year end balances in August to report on whether departments were successful in meeting their 96% expenditure targets. If the overall General Fund Beginning balance is less than budgeted and a department did not meet its spending target, the Budget Office will return with recommendations that departments carryover amendments be revisited as potential cuts.

## Flash Money

The County understands that, on occasion, the use of large sums of money known as "flash money" is a necessary element to the successful investigation of drug, property, and other types of crimes by the Sheriff's Office. In order to further an investigation, the use of flash money is an important tool to the infiltration of the criminal enterprise and in gaining the acceptance and confidence of an alleged criminal. The County also understands that there is a risk of loss when flash money is used during these types of investigations. The County acknowledges the sum of \$100,000 as an acceptable risk when using flash money in a criminal investigation.

### **Potential Additional Budget Note**

**Capital Projects:** The Board has reserved \$713,000 in General Fund contingency for potential Capital Improvement projects. The Board will consider providing one-time funding from this source during FY 2002 if the Department of Sustainable Community Development presents a spending plan supporting a strategic capital investment.

June 18, 2001

Last month, I was at the monthly meeting for Self Directed Supports and they voted me to become a member of S.D.S. I was thrilled. My major concern that meeting was transportation to go to various training sessions in Salem and elsewhere. To my great surprise I was invited to the quarterly meeting at Kah-Nee-Ta Hot Springs and Resort. I had never been to a business meeting and also had never been on a vacation of any kind. I was elated at the idea of going, but still had some reservations about transportation and my seating comfort during the meetings. I expressed my unease to Elaine and she told me not to worry about a thing. She and the group got together and found a ride for me and also they purchased a transport wheelchair for me to make my trip more comfortable.

I cannot begin to tell you the excitement I was starting to feel. I felt like a kid in a candy store! My long time dream of a real trip was coming true. I have never been out of the Portland area, other than to go live in the Fairview Training Center. It was not a trip I would ever want to repeat

I wanted a trip that would give me Good memories to help diminish the old ugly, painful ones. This was definitely the trip to fill me with Good memories! My friend and former D.D.S. caseworker Dan offered to drive me up. He had to be there for some meetings also. Then we got a very nice guy named Bob to be my attendant because Joy'e couldn't make it. Tom and Athena from S.D.R.I. helped me to purchase the transport wheelchair we took for me to sit in. S.D.S. and D.D.S. helped to pay for the hotel room and incidentals. I cannot thank every one enough for coming through for me to make this trip. It makes me feel so good to know that I am worth all this extra effort. They all made me feel like part of a great team!

My trip was memorable; from the time I had Joy'e take me to get my transport chair to the time I got back from the trip. Everything seemed very surreal! I took a camera and so did Dan and some others. Everyone took a lot of pictures. I even took a few. We stayed for 2 nights and 3 days. I had a terrific time; I got to talk to a lot of different people from all over Oregon. Quite a few of them were there for the meeting, but some others were just there for vacation. I think everyone enjoyed himself or herself no matter why they were there.

The High Dessert has a rugged beauty to it. Kah-Nee-Ta may be sparse in landscape or greenery, but rich in culture and raw beauty. The people who work and live there are a special breed.

The meetings I attended mainly had to do with advocating, and role-playing. I learned a lot in those meetings. I learned that stating your needs and concerns calmly, could quite often get your point across more effectively than getting in someone's face and making demands. The role-playing makes it a lot easier to understand what makes the best scenario and gets the quickest results. I was glad I went to that meeting. Another meeting showed different choices a person can make while trying to connect with different agencies. That was very informative to me, even though I am pretty well connected with the agencies. It can help me to let others know the easiest way to deal

with those situations from the beginning and maybe avoid some common mistakes that cause a person to fall through the cracks. The third meeting I attended, was about goals and planning for the future, like for buying your own house later and how to prepare for that, especially if you have special needs, like ramps or rails and things to make a home adequate for your needs.

I would love to go to more training meetings, so I can understand the best ways to advocate to make the biggest differences. I want to make myself a valid advocator and make my message heard in the most productive way.

I want everyone to know how much I appreciate all that was done to get me to the quarterly meeting. I really enjoyed it and look forward to attending more in the future. Everyone was so nice and helpful while I was there. Bob was a good choice for an attendant and he has a great sense of humor. I hope he enjoyed himself as much as I did. It was great meeting new people and also seeing people I had lost touch with. It was so different to see people I know in the business context, be relaxed and enjoying themselves. It helps me to know we are all the same deep inside. It looked like all had a good time!

THANK-YOU everyone for making my first business trip/vacation such a wonderful memory for me. I will keep it in my heart forever!!

~ LADDIE ~

✂ *Commissioner Serena Cruz Budget Message*  
*Presented June 21, 2001*

At the start of this difficult budget process, I decided that my guiding philosophy would be to prioritize those most in need in our community and not to seek across the board cuts.

Of course, that seems like a simplistic theme, and certainly not every tough decision that we faced had to do with needy folks. But, as it turned out, that commitment helped me figure out the inherent trade offs in our budget decisions. The County faced an extraordinary revenue shortfall, cuts in state funding, decreases of our financial reserve and critical demands on our service systems.

With the changes on Board of County Commissioners over the last few months, this challenging process had the potential to be even more difficult, but we were blessed with the best interim Chair and Commissioner possible!

Thank you, Pauline and Bill.

The community budget hearings that we held this year were extremely important to us as we heard time and again from community members who passionately testified about programs such as Sun Schools, Better People, youth of color, SKIP, PEIP, sexual minority youth, MDT community health nurses, and gang prevention programs that had such a great impact on their lives.

I am very proud that Multnomah County has made a commitment to overcome barriers that keep people from participating in their government. I want to thank all of the community organizations that sponsored budget discussions, and the community members who took the time to attend budget hearings and to offer testimony. I especially want to thank the Latino Network for organizing the Latino community budget hearing that was conducted entirely in Spanish. That was a very important and inspiring meeting for me.

We dealt with many issues in the past few months. We had to make some difficult decisions, which meant cutting programs, cutting jobs and losing valuable employees.

Some of the issues in this budget process that I want to particularly address are:

**Bienestar:** In response to *Salir Adelante*, the Latino community needs assessment sponsored by Multnomah County, we will partner with community groups to establish a mental health site in Rockwood. This will expand the successful model operating in Clara Vista.

**Maintaining the Multi Systemic Treatment program:** for youth. I am certain that this Blueprint program will show impressive results. I am pleased that we are continuing funding and I look forward to leveraging federal resources in the next year.



**Sheriff's Budget:** This was probably one of the more difficult budgets to resolve. I want to commend the Sheriff for his entrepreneurial efforts to increase revenues, even though he and I did not always agree on the methods. I will continue to work with him on the issue of the INS contract. I will also monitor the asset collection policy and of the Pay to Stay program.

**The Commission on Children, Families and Community:** I believe our frank discussions on the Commission budget and its priorities were beneficial to the Commission and the County Board. I look forward to a continuation of the discussions this year.

I want to thank the County department directors, who were asked to under spend their budgets by 4% in this current year, but who had to submit a 2002 budget with a 7% cut, while still maintaining a high level of service.

The work that the directors and the operating council did in the past six months to look for administrative efficiencies, countywide opportunities for cost savings and shared resources have, I think, made our final budget decisions less onerous than they could have been.

During the budget presentations, I never failed to be impressed that each department director demonstrated such intimate knowledge of their programs and administrative infrastructure, their obvious passion for their department's mission and achievements, their advocacy for their employees and their respect for their clients and community. We are very fortunate to have such a talented, committed group heading our County departments.

I want to give special recognition to the Budget Office. This year, they tackled a \$22 million dollar budget cut, started this process under one County Chair, produced a Chair's budget with an interim Chair and finished up the budget working with a new Chair and Chief of Staff. But, in spite of all of these hurdles, their biggest challenge was doing all of this with the new SAP system that was not budget-office friendly.

For all of their evenings and weekends spent preparing this budget, and for all of the briefings they provided to me and my staff, I want to thank Karyne Dargan, Julie Neburka, Ching Hay, Doug Hicks, Mike Jaspin, Mark Campbell and especially Dave Warren, who never failed to keep his good humor and common sense, these are very important attributes for a budget director.

I want to thank my colleagues who unfailingly demonstrated their commitment to work together to address these budget cuts, make tough decisions, communicate openly with each other and show respect for each other's positions.

I want to thank Lisa for her leadership and initiative on early childhood issues. Lonnie for his advocacy for his East County constituency. And Maria for giving us the most thrilling swearing in ever!

I want to thank Pauline Anderson for her commitment to reduce poverty in Multnomah County. She is an inspiration for me to remain as passionate and engaged as she is when I am a bit older.

Bill Farver deserves special recognition for guiding this budget process and for the values and vision he relied on to focus on improving lives in our county. Thank you, Bill.

Chair Linn, I want to congratulate you on jumping in and resolving the last few difficult budget issues in your first two weeks in office. You and your Chief of Staff, John Rakowitz, have worked tirelessly to reach consensus and to finish this process in a fiscally sound manner.

Our work on this budget is not concluded however, and we may yet face future cuts if our revenue projections do not materialize. We must continue to work with our budget office to monitor revenues and the impacts of state budget cuts.

I am optimistic that the Federal Financial Participation workgroup and our new federal liaison will produce untapped opportunities to increase federal support for our work.

Although we have had to cut programs and services that reduce poverty in our community, I believe that we have done our best to perform our duties in a thoughtful, deliberative manner, and for that, I am happy to support this budget.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-082**

Adopting the 2001-02 Budget for Multnomah County and Making Appropriations Thereunder,  
Pursuant to ORS 294.435

**The Multnomah County Board of County Commissioners Finds:**

- a. The Multnomah County budget, as prepared by the duly appointed Budget Officer has been considered and approved by the Board.
- b. A public hearing on this budget was held before the Multnomah County Tax Supervising and Conservation Commission on the 7th day of June 2001.
- c. The budget is on file in the Office of the Chair of Multnomah County.
- d. The Board has made certain amendments to the above-described budget and those amendments are attached to this resolution as Attachment A.
- e. The appropriations authorized are attached to this resolution as attachment B.
- f. The Tax Supervising and Conservation Commission has certified the budget and the Board responses to the objection and recommendation of the Tax Supervising and Conservation Commission are attached to the Resolution as Attachment C.
- g. Board notes of actions to be taken during the next year are attached to this resolution as attachment D.

**The Multnomah County Board of County Commissioners Resolves:**

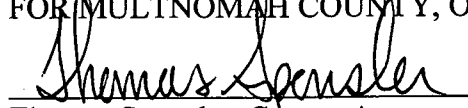
1. The budget, including Attachments A, B, C and D, is adopted as the budget of Multnomah County, Oregon.
2. The appropriations shown in Attachment B are authorized for the fiscal year July 1, 2001 to June 30, 2002.

ADOPTED this 21st day of June, 2001.

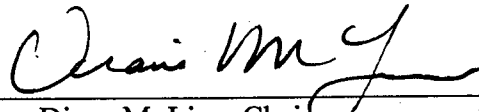


REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

  
Thomas Sponsler, County Attorney

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

# ATTACHMENT A

## Transactions Summary

### Aging & Disability Services



Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_ADS_PA_01	BA	2	CRUZ: Restores 4, half-time nurses that were cut in the Health Department, but who serve on ADS's MDTs. This is accomplished by budgeting \$100,000 of salary savings in the Health Department and moving the 'saved' General Fund to ADS. About \$60,000 of the General Fund will be used as local match to draw down Federal Funds, resulting in about \$74,000 of additional funds. The remaining, unmatched local funds will cover cost for clients who are not eligible for Medicaid.	Yes	7/6/01	Adopted	25	2
02_ADS_PA_02	PA	2	General Fund Carry Over: Increases the amount of GF carryover for ADS's IT project from \$115,000 to \$300,000. The \$300,000 will be matched at an estimated 33/67-rate. ADS anticipates spending \$305,000 in FY 2001, of which \$60,000 will be CGF resources. This will leave \$300,000 of the \$360,000 GF. This carryover is above and beyond the FY 2001 96% spending target. (The expenditure to the right also reflects expenditures supported by federal funds.)	Yes	7/6/01	Adopted	9	0
02_ADS_SA_01	SA	2	Adds a net 2.50 FTE back by increasing salary savings from approximately 1.2% to 2.0%. In particular, an Administrative Analyst in the N/NE District Office is changed to a Program Supervisor. A new Program Supervisor position for Adult Protective Services unit is added. A 0.50 FTE Veterans Services Officer position is cut. Three previously cut positions are restored. They are 0.50 FTE Case Manager in the N/NE District Office, a 0.50 FTE Community Health Nurse in the West District Office, and a 1.00 FTE Senior Research and Evaluation Analyst in the Planning Unit.	Yes	7/6/01	Adopted	21	12
02_ADS_SA_02	SA	2	Moves several FTE within the Department to reflect staffing needs that have occurred since the ADS budget was submitted in February. In particular, a 0.50 FTE Community Health Nurse is moved from the Adult Care Home Program to the East District. A 1.00 FTE Administrative Analyst is moved from the West District to the N/NE District. 5.00 FTE of Office Assistant 2 positions are reallocated across the Department. There is no change in revenues, expenditures, or the number FTE within each job class.	Yes	7/6/01	Adopted	23	14
02_CFS_CA_01	CA	2	State/Fed Fund Carry Over: \$49,500 of Annie E. Casey Foundation funding for pass through in support of SUN School sites. (Net expenditure higher due indirect accounting.)	Yes	7/6/01	Adopted	6	0
02_CFS_PA_01	PA	2	General Fund Carry Over: \$24,325 for professional services relating to SUN School Evaluation costs. (Note that the \$56,376 in the expenditure column to the right reflects a higher amount due to accounting requirements).	Yes	7/6/01	Adopted	7	0
02_CFS_PA_06	BA	2	CRUZ: Provides \$50,000 of ongoing funding for sexual minority youth services that were cut. The funds will be budgeted in the General Fund Contingency pending the Department of Community and Family Services providing a plan to the Board describing how the funds will be spent. See Budget note for additional detail.	Yes	7/6/01	Adopted	2	0
02_CFS_PA_07	BA	2	Restores \$15,300 of funding for Teen Parent Network Coordination.	Yes	7/6/01	Adopted	2	0
02_CFS_RA_01	RA	2	Increases AITP program revenue by \$6,600 and Psychiatric Review Board revenue by \$9,918.	Yes	7/6/01	Adopted	14	0
02_CFS_RA_02	RA	2	Increases revenue by \$141,346 and adjusts appropriations to reflect adjustments to the City of Portland Omnibus contract. (Net expenditure higher due indirect accounting.)	Yes	7/6/01	Adopted	24	1
02_CFS_RA_03	RA	2	Reduces State Mental Health (MHS 21) Day & Residential Treatment Services by \$275,701 to reflect the State's revised grant award (RGA). (Net expenditure reduction lower due to indirect accounting.)	Yes	7/6/01	Adopted	6	0

# ATTACHMENT A

## Transactions Summary

### Community and Family Services



Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_CFS_RA_04	RA	2	Adds \$15,995 in anticipated State Mental Health carryover to fund temporary on-call coverage for the Involuntary Commitment Program. Reduces a 1.00 FTE Mental Health Position to a 0.83 FTE position to fund a 0.17 FTE temporary mental health consultant for the Summer School Program.	Yes	7/6/01	Adopted	14	1
02_CFS_RA_05	RA	2	Reduces State revenue for treatment services at SCF branches by \$21,294 based on revised estimates.	Yes	7/6/01	Adopted	10	0
02_CFS_RA_06	RA	2	Adds \$86,703 of State Mental Health Grant - Local Administration funds and restores 1.00 FTE A&D Administrator that was funded with County General Fund and cut in the Proposed and Approved Budget.	Yes	7/6/01	Adopted	12	1
02_CFS_RA_07	RA	2	Increases Oregon Energy Assistance program revenue by \$52,000 to cover indirect costs.	Yes	7/6/01	Adopted	10	1
02_CFS_RA_08	RA	2	Adds \$223,000 of State Mental Health Grant - Developmental Disabilities revenue per revised allocation estimates. These funds are used to restore the PEIP-PPS/MESD non-general fund cuts. Combined with amendment 02_NOND_PA_01, the PEIP activities are fully restored. (Net expenditure higher due to indirect accounting.)	Yes	7/6/01	Adopted	6	0
02_CFS_SA_01	SA	2	Cuts a 0.85 FTE Program Development Specialist position that was restored using FFP funds and instead budgets the restoration as a pass through contract for the Youth Investment System Coordination.	Yes	7/6/01	Adopted	13	1
02_CFS_SA_02	SA	2	Moves \$74,000 of anticipated Oregon Children's Plan funding from Nondepartmental to the Department of Community and Family Services to fund a 1.00 FTE Program Development Specialist Senior for Early Childhood Planning & Coordination in the Division of Community Programs & Partnerships.	Yes	7/6/01	Adopted	14	1
02_CFS_TA_01	TA	2	This amendment: 1) corrects children's psychiatric day treatment wbs coding (CGF used for match was coded as subsidy); 2) corrects cost element coding for CAAP.ITS.37 and IS XIX (elements 50180 and 50170 were used instead of 50190); 3) adjusts Marshall and Roosevelt FRC revenue coding to distinguish between federal and state components of revenue; and, 4) moves \$3,294 of HUD funds between leasing and support services to reflect revised program estimates. There is no net impact to revenue or expenditures.	Yes	7/6/01	Adopted	22	0
02_CFS_TA_02	TA	2	Corrects cost element and wbs element coding for revenues and expenditures in Community Programs and Partnerships to fix coding errors and reflect updated accounting information from the State in the Low Income Energy Assistance Program. There is no net change in revenues or expenditures.	Yes	7/6/01	Adopted	42	0
02_CFS_TA_03	TA	2	Moves Low Income Weatherization Assistance program revenues and appropriations between WBS elements to reflect revisions from the State of Oregon. There is no net change to revenue or appropriations.	Yes	7/6/01	Adopted	8	0
02_CFS_TA_04	TA	2	Moves \$95,000 of funding for the Get a Clue contract from the Commission on Children, Families and Community to the Department of Community and Family Services.	Yes	7/6/01	Adopted	14	0
02_CFS_TA_05	TA	2	Cuts \$146,658 of assumed Oregon Children's Plan revenue that was added to backfill early childhood screening contract with Portland Public Schools and Multnomah Education Service District. See Board proposed amendment 02_CFS_PA_04 to restore with County General Fund and/or 02_NOND_PA_01 for June 7 CCFC budget compromise. (Net expenditure reduction higher due to indirect accounting.)	Yes	7/6/01	Adopted	6	0
02_DA_CA_01	CA	2	General Fund Carry Over: Carries over \$25,000 for a dedicated Juvenile case tracking system (CRIMES) system which was anticipated to be complete June 30, 2001 and were not due to a series of change orders.	Yes	7/6/01	Adopted	2	0

# ATTACHMENT A

## Transactions Summary

### District Attorney

Adopted  
Transactions

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Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_DA_RA_01	RA	2	Reduces Termination of Parental Rights Program expenditures by \$115,230 and 1.00 FTE Deputy DA3 due to revenue decrease. (Net expenditure and revenue reduction higher due service reimbursement and indirect accounting.)	Yes	7/6/01	Adopted	16	1
02_DA_SA_01	SA	2	Reallocates \$399,000 temporarily budgeted in Professional Services in the Approved Budget to fund 1.00 FTE Deputy DA1, 3.00 FTE Deputy DA2, 1.00 FTE Deputy DA 3, and 0.35 FTE Legal Assistant. (Expenditure change due to service reimbursement accounting).	Yes	7/6/01	Adopted	20	6
02_DCJ_BA_04	BA	2	CRUZ: Budgets \$521,231 in Department of Corrections revenue. \$40,000 is budgeted for professional services in the Transitional Unit for contracted transitional employment services. The remaining amount is temporarily budgeted as Professional Services, pending final decisions on spending. This replaces 02_DCJ_BA_01 and 03.	Yes	7/6/01	Adopted	7	0
02_DCJ_BA_05	BA	2	CRUZ: \$87,185 from general fund to restore Marshall Counselor, via contract with Portland Public Schools. This is funded on a one-time basis, with anticipated FFP revenue for future funding.	Yes	7/6/01	Adopted	2	0
02_DCJ_RA_01	RA	2	Adds \$12,143 of one-time-only revenue from other agencies participating in training sessions on criminal justice matters, to cover one-time expense anticipated in hosting the sessions.	Yes	7/6/01	Adopted	4	0
02_DCJ_RA_02	RA	2	Adds \$87,500 of Law Enforcement Block Grant for Professional Services STOP Drug Diversion Program. Carries over \$47,286 Family Court License/Fees revenue for Professional Services.	Yes	7/6/01	Adopted	8	0
02_DCJ_SA_01	SA	2	Annualizes staff at the Drug Diversion Unit (adds 0.77 FTE), cuts 1.00 FTE OA2, and transfers 3.00 FTE Probation Officers from Centralized Team Supervision to Adult Management, pending final siting of these positions.	Yes	7/6/01	Adopted	14	7
02_DCJ_SA_02	SA	2	Adds 1.00 OA2 to the Child Abuse program, cuts 1.00 Juvenile Counseling Assistant to reprogram funds for case management services in the School Attendance Initiative program.	Yes	7/6/01	Adopted	12	2
02_DCJ_SA_03	SA	2	Implements reclassifications approved by HR and annualizes Drug Diversion positions. These are 2.00 FTE Deputy Director to Program Mgr/Sr; 2.00 FTE Employee Svcs Spec 1 to Employee Svcs Spec 2; 1.00 FTE Juvenile Justice Mgr to Program Mgr/Sr; 2.00 FTE Program Dvlp Spec Sr to Research/Evaluation Analyst 2; and, 2.00 FTE Juvenile Justice Mgr/Sr to Program Mgr/Sr. Annualizes positions by adding 0.23 FTE Corrections Tech and 0.16 FTE Corrections Counselor.	Yes	7/6/01	Adopted	14	20
02_DCJ_SA_04	SA	2	Reclassifies Word Processsing Operator to Office Assistant 2 and transfers Parole/Probation Office from SE to Gresham.	Yes	7/6/01	Adopted	17	7
02_DCJ_SA_05	SA	2	Cuts 0.20 FTE Office Assistant 2, cuts 0.20 FTE in Treatment Services, adds 0.30 FTE Marriage and Family Counselor.	Yes	7/6/01	Adopted	0	3
02_DCJ_SA_06	SA	2	Reprograms Fleet expense to annualize positions for the ACJ Drug Diversion program.	Yes	7/6/01	Adopted	41	3
02_DCJ_TA_01	TA	2	Shifts \$28,000 of Other Internal to Professional Services as the Library will now be picking up the costs to supply library books to juvenile justice youth.	Yes	7/6/01	Adopted	4	0
02_DCJ_TA_02	TA	2	Reconciles data to SAP, transfers costs from Treatment Services Management to Interchange as appropriate.	Yes	7/6/01	Adopted	14	0
02_DCJ_TA_03	TA	2	Moves \$200,000 of Professional Services from Turnaround School to Counseling Services Management.	Yes	7/6/01	Adopted	2	0
02_DSCD_CA_01	CA	2	Fleet Fund Carry Over: Carries over appropriation for 5 Fleet vehicles authorized for purchase in FY 2001 that will not be delivered before June 30th, 2001. PO 45-13092, PO 45-13093 in the amount of \$109,800.	Yes	7/6/01	Adopted	3	0

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# ATTACHMENT A

## Transactions Summary

### Sustainable Community Development

**Adopted  
Transactions**

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Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_DSCD_CA_02	CA	2	Bike Fund Carry Over: \$25,000 for Powell Valley Grade School pedestrian crossing improvement delayed start until July 2001.	Yes	7/6/01	Adopted	4	0
02_DSCD_CA_03	CA	2	General Fund Carry Over. \$10,000 in professional services for emergency animal care from the Dove Lewis Memorial Clinic, contract #4500002497.	Yes	7/6/01	Adopted	2	0
02_DSCD_CA_04	CA	2	General Fund Carry Over: \$171,368 from current Land Use Planning contracts to FY 2002 to complete work started in FY 2001, but not completed. Contract #4600000877 Margo Blosser (GIS Consultant); #4600001528 Liz Fancher, Esq. (Hearings Officer); #4600001532 Kulla Ronnau (Hearings Officer); #4600001951 Parametrix (West of Sandy River Plan); #4600001961 City of Portland (Planning Services); #4600002075 City of Portland (Laboratory Services); #4600001951 Water Quality Management Legal Services.	Yes	7/6/01	Adopted	2	0
02_DSCD_CA_05	CA	2	Emergency Management Fund Carry Over: Carries over a total of \$225,897. Hazardous Materials (SFMO/CCSO) \$35,997; Project Impact Grant extended to 3/30/02 (\$150,000); Emergency Management Mitigation Grant Carryover, \$39,900 for services that will not be complete by June 30, 2001.	Yes	7/6/01	Adopted	23	0
02_DSCD_PA_01	PA	2	The purchase of some of the vehicles budgeted as a capital expense in FY 2001 are being delayed until FY 2002 and need to be added as a Capital Expense. This amendment increases Beginning Working Capital for vehicles in FY 2002 and increases Capital Equipment to rebudget the purchase of some of those vehicles in FY 2002 and increases contingency (\$230,550) to balance the fund. The vehicle purchase totals \$444,350.	Yes	7/6/01	Adopted	3	0
02_DSCD_RA_01	RA	2	Adds \$2,377 due to higher projection of Federal Forest payments for timber sales.	Yes	7/6/01	Adopted	2	0
02_DSCD_RA_02	RA	2	Increase in fees charged for Land Use Permits are expected to bring in \$7,000 during FY 2002.	Yes	7/6/01	Adopted	2	0
02_DSCD_SA_02	SA	2	Change Facilities and Property Management positions due to restructuring/reclassifications that took place in FY2001. There is no net change in cost for these personnel changes.	Yes	7/6/01	Adopted	0	18
02_DSCD_SA_03	SA	2	This amendment records classifications that took place during FY 2001 and deletes 0.50 FTE Engineering Tech Associate that is shown as 1.00 FTE in the Approved Budget.	Yes	7/6/01	Adopted	0	12
02_DSCD_TA_01	TA	2	Funds \$24,345 for the electronics internal service charge for the Courts that was inadvertently left out of the budget request.	Yes	7/6/01	Adopted	4	0
02_DSCD_TA_02	TA	2	Corrects FRED's Service Reimbursements revenues/expenditures in the Approved Budget to balance with Other Internal Expense budgeted by Transportation and Distribution.	Yes	7/6/01	Adopted	2	0
02_DSCD_TA_03	TA	2	Distribution Capital Expense was increased to offset an increase in Service Reimbursement Revenue - this increase should have been to Postage, not Capital. This amendment corrects that entry.	Yes	7/6/01	Adopted	2	0
02_DSCD_TA_04	TA	2	Transaction 02_MCSO_CC_03 (Proposed Budget) reduced Fleet Supplies to offset a reduction in Service Reimbursement Revenue. A portion of this reduction by MCSO is for replacement vehicles and does not affect Operation and Maintenance expense. This amendment reallocates that portion of the supplies reduction to contingency.	Yes	7/6/01	Adopted	2	0
02_DSCD_TA_05	TA	2	All of the reduction to Fund 3501 Service Reimbursement Revenue to balance the Internal Service Reimbursement was made to Cost Center 904100. This amendment moves the Electronics portion of that reduction to Cost Center 904200.	Yes	7/6/01	Adopted	2	0

# ATTACHMENT A

## Transactions Summary

### Sustainable Community Development

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Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_DSCD_TA_06	TA	2	Increases the FY 2002 Cash Transfer from the Road Fund to the Willamette River Bridge Fund for Bridge Maintenance. Increase is due to the audited 2000 CPI of 3.1% (Portland Auditor).	Yes	7/6/01	Adopted	4	0
02_DSCD_TA_07	TA	2	Corrects a transaction from the Library that affected the Facilities Budget. This transaction restores \$102,955 to the Facilities Supplies budget. It also corrects budget to place departmental Services Requests into Professional Services instead of Salary Savings, as they are currently budgeted.	Yes	7/6/01	Adopted	5	1
02_DSCD_TA_08	TA	2	Revises Capital Budget Expenditures to reflect most recent information. See Capital Projects narrative section of budget document for additional detail. Net Change \$0.	Yes	7/6/01	Adopted	0	0
02_DSCD_TA_09	TA	2	Removes \$470,000 for the McCoy Building Health Department (Asset Preservation Fund) project from the FY 2002 budget and reallocates the funds to a list of projects yet to be approved by the Board of County Commissioners. The McCoy Building project was budgeted twice, and will not need the \$470,000 to complete the project.	Yes	7/6/01	Adopted	0	0
02_DSS_CA_01	CA	2	Risk Fund Carry Over: Carries over \$5,000 to cover partial cost of moving a bench at the Juvenile Detention Home. Risk Management asked that the bench, a bronze artwork purchased with 1% for art funds, be moved out of the waiting and reception area where children were in danger of getting their legs stuck in the metal design. The piece is to be moved outside, but the cushions need to be refabricated in a waterproof material and the artist has not completed the work.	Yes	7/6/01	Adopted	2	0
02_DSS_CA_02	CA	2	General Fund Carry Over: Carries over \$37,195 of General Fund in the Evaluation & Research Unit for the Bennett contract analyzing pretrial release. This is three months of the amount appropriated in FY 2001 and the contract did not begin until October 2000.	Yes	7/6/01	Adopted	2	0
02_DSS_CA_03	CA	2	Risk Fund Carryover: Carries over \$25,000 in the Risk Management Fund for exercise equipment for the exercise room in the basement of the Multnomah Building. The equipment was included in this year's Health Promotion budget but was not ordered because storage would be a problem until the exercise room is completed.	Yes	7/6/01	Adopted	2	0
02_DSS_CA_04	CA	2	General Fund Carryover: Carries over remainder of funds allocated in FY 2001 (\$180,034) to implement contractually obligated classification/compensation studies. Adds appropriation to Contingency for transfer to department budgets pending agreement on the outstanding studies.	Yes	7/6/01	Adopted	2	0
02_DSS_RA_01	RA	2	Reduces Beginning Working Capital and offsetting flat fee computer purchases in the Capital Acquisition Fund to reflect expenditures made in FY 2001	Yes	7/6/01	Adopted	4	0
02_DSS_SA_01	SA	2	Restores Fiscal Specialist 2 position to Treasury omitted in error in the Proposed Budget and substitutes salary savings in Finance to cover the cost.	Yes	7/6/01	Adopted	6	2
02_DSS_SA_02	SA	2	Transfers HR Analyst 2 from Human Resources to Finance to administer the Liability and Property Risk Management programs.	Yes	7/6/01	Adopted	6	2
02_DSS_SA_03	SA	2	Reclassifies two Information Systems Mgr Sr positions to Deputy Information Officer and one Network Analyst 3 to ISA Sr and moves the position from Help Desk to Application Mgmt. There is no net change in appropriations associated with these reclassifications	Yes	7/6/01	Adopted	6	4
02_DSS_TA_01	TA	2	Shifts the cost of the Primary Election Voters Pamphlet (75,252) from Elections Administration to the Primary Election	Yes	7/6/01	Adopted	2	0
02_DSS_TA_02	TA	2	Corrects overbudgeting in the Public Safety Bond Fund (2500) by reducing Capital Equipment \$2,000,000 and Beginning Working Capital \$2,000,000. The overbudgeted amount resulted from a misread spreadsheet documenting the cost of mainframe migration. This transaction removes the unnecessary and erroneous appropriation.	Yes	7/6/01	Adopted	2	0



# ATTACHMENT A

## Transactions Summary

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### Support Services

Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_DSS_TA_03	TA	2	Corrects the erroneous appropriation of Indirect Cost (\$171) in a General Fund organization and moves to dues and subscriptions. There is no net change in appropriations.	Yes	7/6/01	Adopted	2	0
02_DSS_TA_04	TA	2	Shifts four General Fund programs in DSS to the Data Processing Fund and substitutes service reimbursements for their total cost. This amendment will simplify accounting at ISD but has no program impact. The four programs are GIS, LAN, Data Warehouse, and Data Architecture.	Yes	7/6/01	Adopted	84	21
02_DSS_TA_05	TA	2	Correct Service Reimbursement entries where expenditures did not match revenue in the Proposed/Approved budget.	Yes	7/6/01	Adopted	19	0
02_HD_BA_15	BA	2	NAITO: Replaces 02-Nond-BA-12. Directs Health Department to fund second (North) Olds Home Visiting Nurse Team by re-prioritizing revenues within the department after the addition of new state revenue for school-based health centers. This is a policy direction to fund a new Olds Team before adding new school-based health centers.	No	7/3/01	Adopted	17	1
02_HD_CA_06	CA	2	General Fund Carry Over: Carries over \$450,000. This was a one-time appropriation for HIS/OCHIN transition and implementation in FY 2001. FY 2001 fund source was enhanced FQHC reimbursements. Not spent in FY 2001 due to project delay.	Yes	7/6/01	Adopted	2	0
02_HD_PA_14	PA	2	Adds 1.00 FTE plus expenses to support countywide Federal Financial Participation work group and activities. This will be funded with Federal Financial Participation (Medicaid) revenues.	Yes	7/6/01	Adopted	20	1
02_HD_RA_12	RA	2	Adds \$5.5 million FQHC pass-through revenue and expenditure to safety net clinics state-wide.	Yes	7/6/01	Adopted	2	2
02_HD_SA_11	SA	2	Increases 0.50 FTE Health Services Supervisor to 1.00 FTE. Staffing increase is funded within existing resources. (Expenditure change due to service reimbursement accounting.)	Yes	7/6/01	Adopted	9	2
02_HD_SA_13	SA	2	Increases 0.80 FTE Social Worker to 1.00 FTE. Staffing increase funded within existing resources.	Yes	7/6/01	Adopted	0	1
02_MCSO_BA_13	BA	2	REVISED AMENDMENT, Part 1 of 3: Implements "Base" Janitorial proposal. Reverses transaction # 02-DSCD-CC-20. Reduces service reimbursement to PS Levy Fund/reduces PS Levy Fund contingency by \$1,021,653. Adds \$810,000 BWC to Levy Fund and increases contingency by the same amount.	Yes	7/6/01	Adopted	13	1
02_MCSO_BA_14	BA	2	REVISED AMENDMENT, Part 2 OF 3: MCSO Base Janitorial continued. Adds 4.0 FTE Deputy Sheriffs for work crews and \$28,000 professional services for window washing in the General Fund. Adds \$445,511 to General Fund contingency. Reduces Facilities professional services by \$833,523 and increases the service reimbursement to the General Fund by the same amount.	Yes	7/6/01	Adopted	10	1
02_MCSO_BA_15	BA	2	REVISED AMENDMENT Part 3 of 3: MCSO Base Janitorial proposal continued. Restores 0.75 FTE School Resource Officer and 1.0 FTE Community Services Officer to Sheriff's Office. Paid for with General Fund contingency.	Yes	7/6/01	Adopted	10	2
02_MCSO_CA_06	PA	2	General Fund Carry Over: Carries over \$997,819 for the booking remodel in the Justice Center. This was OTO for FY 2001 and not spent then. (Net expenditure higher due service reimbursement accounting.)	Yes	7/6/01	Adopted	27	1
02_MCSO_CA_08	PA	2	General Fund Carry Over: Carries over \$380,004 for booking remodel. This was a one-time appropriation from the General Fund contingency in FY 2001 and not used then. (Net expenditure higher due service reimbursement accounting.)	Yes	7/6/01	Adopted	4	0
02_MCSO_CA_12	CA	2	General Fund Carry Over: Carries over \$88,000 for mobile data communications units for Sheriff's Office patrol cars. Items are ordered but will not be received by 6/30/01. Reference PO #4500013988.	Yes	7/6/01	Adopted	2	0

7/17/01 3:13 pm

# ATTACHMENT A

## Transactions Summary



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Sheriff

Trans ID	Type	FY	Description	Process?	Date Posted	Category	Detail Lines	
							Exp	Pos
02_MCSO_SA_07	SA	2	Restores 0.75 FTE Program Development Technician cut in the requested budget. Cuts 0.50 FTE OA II, Prof. Svcs., repairs, printing, and supplies to fund increase in FTE. (Net expenditures increase due to service reimbursement accounting.)	Yes	7/6/01	Adopted	12	1
02_NOND_BA_11	BA	2	NAITO: FINAL REVISED TRANSACTION: Reorganizes LPSCC office. Reduces Director position from 1.0 FTE to 0.8 FTE. Deletes Administrative Analyst; adds 2.5 FTE Staff Assistants. Carries over \$42,000 from FY 01 for contracted research services and for funding 0.5 FTE staff assistant position for FY 02. 1.0 FTE of the staff assistant positions to be located in Research Evaluation Unit.	Yes	7/6/01	Adopted	12	2
02_NOND_BA_17	BA	2	ROBERTS: Funds \$22,500 for El Programa Hispano. This is intended to be one-time bridge funding for FY 2002.	Yes	7/6/01	Adopted	4	0
02_NOND_BA_18	BA	2	Consolidates several program amendments, pays for carryover from CIP, adds to GF Contingency and Reserve. Pays \$200,000 to move from the Dexco and the Justice Center into the Mead building (formerly DCJ_PA_01). Pays \$168,000 for equipment and furnishings for new East County primary care clinic (formerly Health_PA_08). Pays \$225,000 for equipment and furnishings for the new East County dental clinic (formerly Health_PA_09). Pays \$120,000 for equipment and furnishings for new North Portland primary care clinic (formerly Health_PA_10). Increases GF Contingency by \$156,797, and adds \$556,203 to GF Reserve.	Yes	7/6/01	Adopted	11	0
02_NOND_CA_16	CA	2	REVISED AMENDMENT General Fund Carry Over: Carries over \$141,408 savings in Chair's Office for transition/remodeling costs in FY 2002.	Yes	7/6/01	Adopted	2	0
02_NOND_PA_01	PA	2	BOARD: Implements the June 7 CCFC budget compromise per the Rakowitz/Farver memo to the Board. This includes the Library's assumption of Early Words, staffing and budget changes within CCFC, and restoration of programs such as GIFT, PEIP, and Connections in the Health and CFS budgets. If approved, this amendment renders a number of individual amendments proposed by the Board obsolete. Detail needs to be entered into system. Net change is \$404,000 reduction to CCFC budget. It includes correcting fund sources for projected carry-over to match carry-over request to State, reduces CCFC activities, and reassigns staff to place more emphasis on Policy and Planning work in specific specialty areas. Reduces total CCFC Staff by 1.0 FTE.	Yes	7/6/01	Adopted	167	14
02_NOND_SA_19	SA	2	Reduces 1.0 FTE in Metropolitan Human Rights Center to 0.9 and shifts savings to pass-through. No net change in the budget.	Yes	7/6/01	Adopted	6	1

**Attachment B**  
**Appropriations Schedule**  
Multnomah County, Oregon  
Fiscal Year July 1, 2001 to June 30, 2002

**GENERAL FUND (1000)**

<i>Aging and Disability</i>		2,348,711
<i>Health</i>		17,119,222
<i>Community Justice</i>		42,330,179
<i>District Attorney</i>		13,572,148
<i>Sheriff</i>		54,781,058
<i>Sustainable Community Development</i>		6,723,251
<i>Nondepartmental</i>		12,786,758
<i>Support</i>		19,387,723
<i>All Agencies</i>		<b>169,049,050</b>
<i>Cash Transfers</i>	Facilities Management Fund	153,503
	Federal/State Fund	63,602,908
	Library Fund	15,739,928
	Jail Levy Fund	30,772,720
	Justice Svcs Spec Ops Fund	52,232
	County School Fund	1,575,000
	Data Processing Fund	925,000
	Assessment & Taxation Fund	7,208,208
	Behav'l Health Mngd Care Fund	697,411
	Recreation Fund	10,300
	Capital Debt Retirement Fund	1,445,000
	Revenue Bond Sinking Fund	64,450
<i>Total Cash Transfers</i>		<b>122,246,660</b>
<i>Contingency</i>		<b>5,234,798</b>
<b>Total Appropriation</b>		<b>296,530,508</b>

**STRATEGIC INVESTMENT PROGRAM FUND (1500)**

<i>Sustainable Community Development</i>	2,554,503
<b>Total Appropriation</b>	<b>2,554,503</b>

**ROAD FUND (1501)**

<i>Sustainable Community Development</i>		36,829,248
<i>Cash Transfers</i>	Bicycle Path Construction Fund	53,594
	Willamette River Bridges Fund	3,661,955
<i>Total Cash Transfers</i>		<i>3,715,549</i>
<i>Contingency</i>		<i>361,424</i>
<b>Total Appropriation</b>		<b>40,906,221</b>

**EMERGENCY COMMUNICATIONS FUND (1502)**

<i>Sheriff</i>	180,646
<b>Total Appropriation</b>	<b>180,646</b>

**BICYCLE PATH CONSTRUCTION FUND (1503)**

<i>Sustainable Community Development</i>	291,625
<i>Contingency</i>	109,660
<b>Total Appropriation</b>	<b>401,285</b>

**Attachment B**  
**Appropriations Schedule**  
Multnomah County, Oregon  
Fiscal Year July 1, 2001 to June 30, 2002

**RECREATION FUND (1504)**

<i>Sustainable Community Development</i>	185,300
<b>Total Appropriation</b>	<b>185,300</b>

**FEDERAL STATE FUND (1505)**

<i>Community and Family</i>	167,717,390
<i>Aging and Disability</i>	33,902,245
<i>Health</i>	79,879,977
<i>Community Justice</i>	28,822,168
<i>District Attorney</i>	4,694,932
<i>Sheriff</i>	56,212
<i>Sustainable Community Development</i>	637,069
<i>Nondepartmental</i>	4,152,819
<i>All Agencies</i>	319,862,812
<b>Total Appropriation</b>	<b>319,862,812</b>

**COUNTY SCHOOL FUND (1506)**

<i>Nondepartmental</i>	1,753,750
<b>Total Appropriation</b>	<b>1,753,750</b>

**TAX TITLE FUND (1507)**

<i>Sustainable Community Development</i>	1,490,000
<b>Total Appropriation</b>	<b>1,490,000</b>

**ANIMAL CONTROL FUND (1508)**

<i>Cash Transfers General Fund</i>	1,432,000
<b>Total Appropriation</b>	<b>1,432,000</b>

**WILLAMETTE RIVER BRIDGES FUND (1509)**

<i>Sustainable Community Development</i>	7,290,762
<b>Total Appropriation</b>	<b>7,290,762</b>

**LIBRARY SERIAL LEVY FUND (1510)**

<i>Library</i>	44,751,511
<b>Total Appropriation</b>	<b>44,751,511</b>

**SPECIAL EXCISE TAXES FUND (1511)**

<i>Nondepartmental</i>	15,723,000
<b>Total Appropriation</b>	<b>15,723,000</b>

**LAND CORNER PRESERVATION FUND (1512)**

<i>Sustainable Community Development</i>	648,985
<i>Contingency</i>	287,907
<b>Total Appropriation</b>	<b>936,892</b>

## Attachment B

### Appropriations Schedule

Multnomah County, Oregon  
Fiscal Year July 1, 2001 to June 30, 2002

#### INMATE WELFARE FUND (1513)

Community Justice	47,600
Sheriff	1,498,796
All Agencies	1,546,396
Contingency	65,161
Total Appropriation	1,611,557

#### PUBLIC SAFETY LEVY FUND (1514)

Health	4,910,727
Sheriff	32,964,345
All Agencies	37,875,072
Contingency	3,956,449
Total Appropriation	41,831,521

#### ASSESSMENT & TAXATION FUND (1515)

Sustainable Community Development	11,072,418
Total Appropriation	11,072,418

#### JUSTICE SERVICES SPECIAL OPERATIONS (1516)

Community Justice	799,785
District Attorney	416,513
Sheriff	2,507,688
All Agencies	3,723,986
Total Appropriation	3,723,986

#### REVENUE BOND SINKING FUND (2001)

Nondepartmental	559,263
Total Appropriation	559,263

#### CAPITAL LEASE RETIREMENT FUND (2002)

Nondepartmental	15,339,491
Total Appropriation	15,339,491

#### GENERAL OBLIGATION BOND SINKING FUND (2003)

Nondepartmental	14,313,601
Total Appropriation	14,313,601

#### PERS BOND SINKING FUND (2004)

Nondepartmental	8,948,129
Total Appropriation	8,948,129

#### JUSTICE BOND PROJECT FUND (2500)

Sheriff	42,898,670
Sustainable Community Development	13,372,102
Support	2,419,000
All Agencies	58,689,772
Total Appropriation	58,689,772

## Attachment B

### Appropriations Schedule

Multnomah County, Oregon  
Fiscal Year July 1, 2001 to June 30, 2002

#### REVENUE BOND PROJECT FUND (2501)

<i>Sustainable Community Development</i>	2,546,509
<b>Total Appropriation</b>	<b>2,546,509</b>

#### SB 1145 CONSTRUCTION FUND (2502)

<i>Sheriff</i>	10,666,060
<b>Total Appropriation</b>	<b>10,666,060</b>

#### EQUIPMENT LEASE/PURCHASE FUND (2503)

<i>Nondepartmental</i>	1,500,000
<b>Total Appropriation</b>	<b>1,500,000</b>

#### LEASE/PURCHASE PROJECT FUND (2504)

<i>Sustainable Community Development</i>	24,100,000
<i>Support</i>	1,200,000
<i>All Agencies</i>	25,300,000
<b>Total Appropriation</b>	<b>25,300,000</b>

#### DEFERRED MAINTENANCE PROJECT FUND (2505)

<i>Sustainable Community Development</i>	5,800,000
<b>Total Appropriation</b>	<b>5,800,000</b>

#### LIBRARY CONSTRUCTION FUND 1996 (2506)

<i>Sustainable Community Development</i>	8,971,671
<i>Library</i>	2,996,171
<i>All Agencies</i>	11,967,842
<b>Total Appropriation</b>	<b>11,967,842</b>

#### CAPITAL IMPROVEMENT FUND (2507)

<i>Sustainable Community Development</i>	8,765,559
<i>Cash Transfers</i> Asset Preservation Fund	3,554,904
Facilities Management Fund	538,087
<i>Total Cash Transfers</i>	4,092,991
<b>Total Appropriation</b>	<b>12,858,550</b>

#### CAPITAL ACQUISITION FUND (2508)

<i>Support</i>	5,312,564
<i>Contingency</i>	5,000
<b>Total Appropriation</b>	<b>5,317,564</b>

#### ASSET PRESERVATION FUND (2509)

<i>Sustainable Community Development</i>	8,908,205
<i>Contingency</i>	772,066
<b>Total Appropriation</b>	<b>9,680,271</b>

#### BEHAVIORAL HEALTH MANAGED CARE FUND (3002)

<i>Community and Family</i>	39,002,526
<i>Contingency</i>	3,431,720
<b>Total Appropriation</b>	<b>42,434,246</b>

**Attachment B**  
**Appropriations Schedule**  
Multnomah County, Oregon  
Fiscal Year July 1, 2001 to June 30, 2002

**RISK MANAGEMENT FUND (3500)**

<i>Nondepartmental</i>	2,129,898
<i>Support</i>	39,040,707
<i>All Agencies</i>	41,170,605
<i>Contingency</i>	7,989,509
<b>Total Appropriation</b>	<b>49,160,114</b>

**FLEET FUND (3501)**

<i>Sustainable Community Development</i>	7,167,962
<i>Contingency</i>	2,267,671
<b>Total Appropriation</b>	<b>9,435,633</b>

**TELEPHONE FUND (3502)**

<i>Support</i>	5,651,518
<i>Contingency</i>	809,517
<b>Total Appropriation</b>	<b>6,461,035</b>

**DATA PROCESSING FUND (3503)**

<i>Support</i>	22,640,630
<i>Contingency</i>	7,499
<b>Total Appropriation</b>	<b>22,648,129</b>

**MAIL DISTRIBUTION FUND (3504)**

<i>Sustainable Community Development</i>	1,466,118
<i>Contingency</i>	37,031
<b>Total Appropriation</b>	<b>1,503,149</b>

**FACILITIES MANAGEMENT FUND (3505)**

<i>Sustainable Community Development</i>	41,369,712
<i>Cash Transfers</i> Capital Improvement Fund	241,003
Asset Preservation Fund	3,496,876
<i>Total Cash Transfers</i>	3,737,879
<b>Total Appropriation</b>	<b>45,107,591</b>



**Tax Supervising  
& Conservation  
Commission**

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97207-8428

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[www.multnomah.lib.or.us/tsccl](http://www.multnomah.lib.or.us/tsccl)

June 13, 2001

**ATTACHMENT C**

Board of County Commissioners  
Multnomah County  
501 SE Hawthorne Blvd, 6<sup>th</sup> Floor  
Portland, Oregon 97214

Dear Board of Commissioners:

The Tax Supervising and Conservation Commission met on June 7, 2001 to review, discuss and conduct a public hearing on the Multnomah County 2001-02 budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 2001-02 budget, filed May 11, 2001, is hereby certified by a majority vote of members of the Commission with the following objection and recommendation.

**Objection:**

The Debt Service Unappropriated Ending Fund Balance amount is \$3,737,889 higher than will be needed to make the debt service payment due October 2002. At the time of adoption the Board shall reduce the Debt Service Levy to \$11,391,057.

**Recommendation:**

Local Budget Law (ORS 294.401 (5)) requires that the notice of the budget committee meeting must be published twice, five to 30 days before the committee meeting with the publications separated by at least five days. The County published only once on April 16, 2001. This should be corrected for next year.

Aside from the exceptions, estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with Local Budget Law. The budget estimates and levy amounts are shown on the following page.

Please file a complete copy of the adopted budget with the Commission within 15 days of adoption. The required response to the Commission objection will be satisfied in the resolution that sets the debt service levy at the reduced amount.

We appreciate having the opportunity to discuss this budget with you.

Yours very truly,

**TAX SUPERVISING & CONSERVATION COMMISSION**

Richard Anderson, Commissioner

Anthony Jankans, Commissioner

Lynn McNamara, Commissioner

Julie Van Noy, Commissioner

**Commissioners**  
Richard Anderson  
Anthony Jankans  
Lynn McNamara  
Carol Samuels  
Julie Van Noy



	<u>Budget Estimates</u>	<u>Portion Unappropriated</u>
General Fund	\$297,185,676	\$4,500,000
Strategic Investment Program Fund	2,554,503	
Road Fund	40,906,221	
Emergency Communications Fund	180,646	
Bicycle Path Construction Fund	376,285	
Recreation Fund	185,300	
Federal State Fund	312,313,223	
County School Fund	1,753,750	
Tax Title Fund	1,490,000	
Animal Control Fund	1,432,000	
Willamette River Bridge Fund	7,265,599	
Library Serial Levy Fund	44,751,511	
Special Excise Taxes Fund	15,723,000	
Public Land Corner Preservation Fund	936,892	
Inmate Welfare Fund	1,611,557	
Jail Levy Fund	42,043,174	
Assessment & Taxation Fund	11,072,418	
Justice Services Special Operating Fund	3,676,700	
Revenue Bond Sinking Fund	1,082,595	523,332
Capital Debt Retirement Fund	17,501,758	2,162,267
GO Bond Sinking Fund*	23,116,786	8,803,185
PERS Bond Sinking Fund	11,568,687	2,620,558
Justice Bond Project Fund	60,689,772	
Revenue Bond Project Fund	2,546,509	
SB 1145 Construction	10,666,060	
Equipment Lease Purchase Fund	1,500,000	
Building Projects Fund (2504)	25,300,000	
Library Construction Fund 1996	11,967,842	
Capital Improvement Fund	12,858,550	
Capital Acquisition Fund	5,556,745	
Asset Preservation Fund	9,680,271	
Deferred Maintenance Project Fund	5,800,000	
Behavioral Health Managed Care	42,436,176	
Risk Management	48,909,390	
Fleet Fund	8,556,852	
Telephone Fund	6,442,201	
Data Processing Fund	21,787,409	
Mail Distribution Fund	1,499,649	
Facilities Management Fund	42,828,330	
Total Budget Estimates	\$1,157,754,037	
Total Unappropriated Balance		\$ 18,609,342

Tax Levies:

Permanent Rate - General Fund	\$ 4.3434
GO Bond Debt Service Levies - Not Subject to Limit*	\$ 11,391,057
Library Local Option Levy - General Government	\$ 0.5947

\*Per TSCC Objection

## ATTACHMENT C

The Board makes the following response to the objection and recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 2001-02 County budget.

### Objection:

*The debt Service Unappropriated Ending Fund Balance amount is \$4,906,955 higher than will be needed to make the debt service payment due October 2002. At the time of adoption the Board shall reduce the Debt Service Levy to \$11,391,057.*

The Board levies \$11,391,057 for the Debt Service Levy.

### Recommendation

*Local Budget law (ORS 294.401(5)) requires that the notice of the budget committee meeting must be published twice, five to 30 days before the committee meeting with the publications separated by at least five days. The County published only once on April 15, 2001. This should be corrected for next year.*

The Budget Office pledges to comply with this legal requirement next year.

# FY 2002 BUDGET NOTES

07/02/01

## Contingency Requests

In addition to requests that meet normal criteria for transfer, the Board will consider requests for transfers from the General Fund Contingency account during FY 2002 for the following purposes. Additional information for some of these contingency requests can be found in the budget note section.

- **Court Day Care:** The Board will consider providing a one time only match to the State and/or private business or non profit groups interested in providing operating funds for a court day care facility (\$25,000)
- **Single Access Point Homeless Shelter:** The Board will consider a contingency funding request for a single access point into the homeless families system as provided in the Homeless Families Plan. The Board recognizes that this service is ongoing in nature and ongoing funding would have to be provided within the County's financial constraints for future fiscal years.
- **CARES Child Care Grant:** The Board will consider a one time only contingency funding as grant match for potentially new state child care funds.
- **Sexual Minority Youth:** The Board will provide \$50,000 of contingency funding for sexual minority youth services that were cut. The ongoing funds have been budgeted in the General Fund Contingency pending the Department of Community and Family Services providing a plan to the Board describing how the funds will be spent. Return to the Board by August 1, 2001.
- **Housing Program Strategic Planning & Program Development:** The Board will consider one time only contingency funding request to pay for professional services to DSCD's housing program to support a joint County/cities/non-profit housing task force (\$25,000).
- **OCHIN Transition:** The Board will consider a one-time only contingency funding request for professional services for the OCHIN transition (\$30,215). Health Department to provide additional information
- **Courthouse Planning:** The Board will consider a one-time-only contingency funding for planning related services for the Courthouse, up to \$250,000. Staff will return to the Board for a briefing on this issue and more detailed information regarding the funding request.
- **Teen Parent Network Coordination:** The Board will consider a one-time-only contingency request for \$15,300 pending additional information about the program.
- **Civil Rights Ordinance Enforcement:** The Board may appropriate up to \$25,000 for enforcement of the County's Civil Rights Ordinance.
- **Potential Capital Projects:** The Board has reserved \$718,000 in General Fund Contingency for potential Capital Improvement Projects. The Board will consider providing one-time funding from this source during FY 2002 if the Department of Sustainable Community Development presents a spending plan supporting a strategic capital investment.

## Budget Notes

### Quarterly Reporting Process

The FY 2002 budget process highlighted the tension between allocating scarce resources and developing new revenue sources to offset budget reductions. Given the department's creative responses in developing new revenue sources and the lack of historical data to forecast these new revenues, the Board directs the Budget Office and those affected departments to return to the Board on a quarterly basis to report on revenue and expenditure data in the form of a Quarterly Financial Report. That report should include the status of a department's expenditures and revenues, an explanation of seasonal trends and unusual expenditures and revenue receipts,

## FY 2002 BUDGET NOTES

07/02/01

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and whether or not the department will meet year end targets and/or appropriations. The report will also include a section updating and advising the Board on the status of bond fund activity.

If revenues fail to meet projections, the Board directs the Budget Office in consultation with the Departments to return to the board with a reduction plan evaluating and outlining options to bring expenditures in line with new revenue projections.

Specific revenues to be addressed include, but are not limited to:

- Pay to Stay Fee Collection
- Animal Control Fines and Fees
- Property Tax
- Motor Vehicle Rental Tax
- Gas Tax
- Business Income Tax
- Federal Bed Rental Revenue
- Federal Financial Participation Revenue
- Primary Care Clinic Revenues
- Recording Fees
- Internal Service Revenues (Facilities Management, FRED's, Data Processing, Risk Fund)
- Assessment & Taxation Supplement
- Strategic Investment Program Revenues
- State Revenues including Department of Corrections Revenue
- DUII Fee Revenues

### **State Funding Formula Issues**

The Direct Report Managers (DRMs) are to develop a countywide policy for the Boards consideration, to address state funding formula issues (grants-in-aid, ADS equity issue). As part of the construction of the policy issue/statement, the DRMS are to collaborate with the State Department of Human Resources reorganization efforts in a partnership context

### **Non-County Agencies**

Prior to planning for FY 2003 the Board will consider the array of Nondepartmental appropriations to non-County agencies and how to knit them more closely into the County policy web.

### **Primary Care Clinic Revenues**

The Health Department and the Budget Office will monitor the client flow and access issues in the County's primary care clinics, and return to the Board quarterly with an update. Should budgeted fee revenues fail to materialize after the first quarter, the Health Department is to return with proposed program reductions to take effect immediately (see Quarterly Reporting Budget Note).

### **Pretrial Release System Redesign**

The Local Public Safety Coordinating Council (LPSCC) has been reviewing the County's Pre-Trial Release System for increased efficiencies, effectiveness, and potential for cost savings. The Court Work Group has been designated as the group responsible for deciding how to best proceed. The Court Work Group is currently reviewing and validating pre-trial release criteria. It is also forming recommendations for an information system that will eliminate duplicate information collection during various pre-trial release interviews and the booking process and allow information to be shared more easily. LPSCC will brief the Board at the conclusion of these activities.

## FY 2002 BUDGET NOTES

07/02/01

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### **Pay to Stay Review**

The Sheriff's Office shall return to the Board in the fall with a review of the Pay-to-Stay program, including information about number of clients billed, percent of billings collected, civil judgments entered against clients for reimbursement, and impact on families, if known. Also, the Board will discuss the policy implications of collecting from clients whose significant assets (homes, cars, etc.) may be seized.

### **INS/US Marshal Revenue Review**

During FY 2002, the Sheriff's Office shall report monthly to the Board and the Budget Office on federal bed rental receipts. Should budgeted revenues fail to materialize at budgeted levels by the first quarter, the following sources will be used in this order as potential offsets to unrealized revenue.

- \$1,650,000 additional carryover/underspending in the Sheriff's FY 00-01 budget (below 96%).
- \$750,000 planning money for a possible East County Justice Center.
- \$500,000 from Community Justice programs and/or additional state Community Justice funding that could offset programs currently funded with County general fund. (The expanded Mentorship and Treatment Foster Care programs can proceed as originally planned.)

### **Oregon Project Independence**

The Board wishes to ensure that funding for Oregon Project Independence remains at the top of the County's legislative agenda. To that end, the Board directs the Public Affairs Office to report on efforts to assist the state in approaching the federal government for sufficient revenue support for this program.

### **Federal Financial Participation Work group and Schools**

The Federal Financial Participation work group is directed to work with Portland Public Schools to explore billing the federal government for the portion of PPS employees time that is potentially reimbursable.

### **Mental Health Redesign Budget**

The Department of Community and Family Services will present the Board with a revised mental health budget that reflects the redesign of the mental health system no later than July 30. The necessary budget modifications to reallocate funding should be submitted shortly thereafter and reflect any Board feedback.

### **Comprehensive Services for Children and Families in Foster Care System**

The Board will make final budget decisions on early intervention services for foster children and their families in the fall. This partnership model will start with the opening of the CRC, but will only require County funds in FY 2002-03, currently estimated at \$250,000- \$300,000.

### **Bienestar at Rockwood**

The Adopted Budget includes \$100,000 of funding for a spring start-up of Bienestar at Rockwood, contingent on sufficient Federal Financial Participation funds being realized. Prior to start-up, the Department of Community and Family Services should discuss with the Board the availability of sufficient ongoing funds to support this program as well as plans for expansion of Bienestar into Columbia Villa.

## FY 2002 BUDGET NOTES

07/02/01

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### Information Technology Issues

DSS will arrange a peer review (or due diligence report) on the organizational implications of the Information Technology Organization.

DSS will move forward with the mainframe migration implementation. DSS shall report to the Board with information on alternative financing options. The Board may choose different financing sources than those currently budgeted.

### Facilities Issues

The Facilities Priority Committee will schedule a worksession with the Board to examine current Asset Preservation Policy and Fund. The worksession agenda should include definition of asset preservation, deferred maintenance and capital improvement projects. The Board would also like information on the history of Asset Preservation, fund status, unfunded projects and descriptive information.

Facilities to schedule a worksession with the Board to provide a briefing regarding the status of the downtown Courthouse project. Additionally, the Board would also like to be briefed on the status, options and funding implications of the Gresham Temporary Court space. When and if the Board approves funding for Gresham Temporary Court space, it will come from the Capital Program for FY 2002.

Budget Office will recommend a threshold dollar value with respect to the use of Asset Preservation Emergency appropriation and when it should be reported back to the Board.

The follow proposed amendments/items will be brought back for the Boards consideration during the summer:

- 02-dscd-pa-04 Sheriff's move to Yeon;  
Yeon Building Repairs & Maintenance Project (\$2,000,000)
- 02-dscd-pa-04 Multnomah Building 5<sup>th</sup> Floor Remodel (\$492,000)
- 02-dscd-pa-04 Multnomah Building Green Roof Design (\$49,700)  
and Construction (\$282,000)
- Master Plan Delay pending further consideration
- Develop Charter River Patrol Building on the Columbia River

### FY 2001 Departmental Spending Target Review

The Budget Office will review year end balances in August to report on whether departments were successful in meeting their 96% expenditure targets. If the overall General Fund Beginning balance is less than budgeted and a department did not meet its spending target, the Budget Office will return with recommendations that departments carryover amendments be revisited as potential cuts.

### Flash Money

The County understands that, on occasion, the use of large sums of money known as "flash money" is a necessary element to the successful investigation of drug, property, and other types of crimes by the Sheriff's Office. In order to further an investigation, the use of flash money is an important tool to the infiltration of the criminal enterprise and in gaining the acceptance and confidence of an alleged criminal. The County also understands that there is a risk of loss when flash money is used during these types of investigations. The County acknowledges the sum of \$100,000 as an acceptable risk when using flash money in a criminal investigation.

MEETING DATE: June 21, 2001  
AGENDA NO: R-12  
ESTIMATED START TIME: 11:55 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Levying Property Taxes for 2001-02

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

REGULAR MEETING: DATE REQUESTED: June 21, 2001  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Svcs DIVISION: Budget and Evaluation

CONTACT: J. Mark Campbell TELEPHONE #: (503) 988-3883 (x24213)  
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Levying Ad Valorem Taxes for Multnomah County in 2001-02

06/25/01 COPIES TO DAVE WARREN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 15 AM 10:02  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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DEPARTMENT OF SUPPORT SERVICES  
BUDGET & EVALUATION DIVISION

---

BUDGET  
EVALUATION & RESEARCH

PHONE: 503 988-3312  
FAX: 503-988-3292

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD  
4TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97293-0700

---

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: J. Mark Campbell, Budget & Evaluation

DATE: June 13, 2001

SUBJECT: Levying Property Taxes for Fiscal Year 2001-02

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1. Recommendation/Action Requested:  
Levy property taxes for fiscal year 2001-02.
2. Background/Analysis:  
The resolution levies the taxes included in the Adopted Budget.
3. Financial Impact:  
The action authorizes rate levies for the General Fund (permanent tax rate) of \$4.3434 per thousand and for the Library Local option Levy of \$0.5947 per thousand.  
  
It also levies \$11,391,057 for bonded debt payments. The tax rate for bonded debt is estimated to be about \$0.28/\$1,000 - a decrease of approximately nine cents per thousand from the rate certified in FY 2000-01.
4. Legal Issues:  
N/A
5. Controversial Issues:  
N/A
6. Link to Current County Policies:  
N/A
7. Citizen Participation:  
N/A
8. Other Government Participation:  
N/A



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 2001-02

**The Multnomah County Board of Commissioners Finds:**

- a. The Board has adopted the budget for Multnomah County, Oregon for fiscal year 2001-02.
- b. That budget provides for ad valorem property taxes to be levied on all property in Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board levies the taxes provided for in the adopted budget.
2. These taxes are a combination of authorized tax rates and authorized dollar amounts as follows:

<b>Operating Taxes</b>	Tax Rate /	
	\$1,000	<i>Estimated Taxes</i>
Permanent Tax Rate	\$ 4.3434	178,829,783
Library Local Option Levy	\$ 0.5947	24,489,390
<b>Total Operating Taxes</b>	<b>\$ 4.9381</b>	<b>203,319,173</b>

<b>Bonded Indebtedness</b>	<i>Estimated Tax</i>	
	Tax Amount	Rate / \$1,000
General Obligation Debt Levy	11,391,057	\$ 0.2766
<b>Total Debt Levy</b>	<b>11,391,057</b>	<b>\$ 0.2766</b>

3. These taxes are levied upon all taxable property in Multnomah County.

Adopted this 21st day of June, 2001.

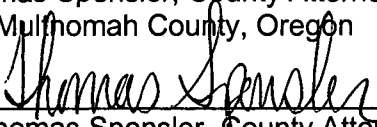
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane Linn, Chair

REVIEWED:

Thomas Sponsler, County Attorney  
For Multnomah County, Oregon

By

  
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-083**

Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 2001-02

**The Multnomah County Board of Commissioners Finds:**

- a. The Board has adopted the budget for Multnomah County, Oregon for fiscal year 2001-02.
- b. That budget provides for ad valorem property taxes to be levied on all property in Multnomah County.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board levies the taxes provided for in the adopted budget.
2. These taxes are a combination of authorized tax rates and authorized dollar amounts as follows:

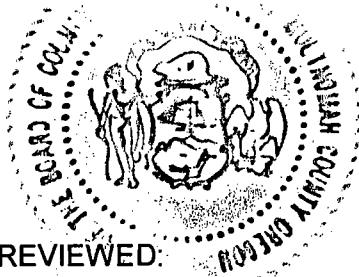
Operating Taxes	Tax Rate /	
	\$1,000	Estimated Taxes
Permanent Tax Rate	\$ 4.3434	178,829,783
Library Local Option Levy	\$ 0.5947	24,489,390
Total Operating Taxes	\$ 4.9381	203,319,173

Bonded Indebtedness	Estimated Tax	
	Tax Amount	Rate / \$1,000
General Obligation Debt Levy	11,391,057	\$ 0.2766
Total Debt Levy	11,391,057	\$ 0.2766

3. These taxes are levied upon all taxable property in Multnomah County.

ADOPTED this 21st day of June, 2001.



REVIEWED:

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

Thomas Sponsler, County Attorney

Date: June 26, 2001

To: Deb Bogstad  
Board Clerk

RE: Multnomah County Key Leaders Housing Summit  
June 25, 2001


Good Morning Deb,

Attached is

1. Summit Briefing Papers
2. Summit Agenda
3. List of Attendees
4. Sign-in Sheets
5. Summit Meeting Minutes

Let me know if you need any other information.

Thanks

  
Vicki Mosmeier  
DSCD Administration  
(503) 988-5000 ext. 28955



# *Key Leaders Housing Summit*

## *June 25, 2001*

### *Agenda*

- |       |                                  |   |
|-------|----------------------------------|---|
| 12:00 | Lunch                            |   |
| 12:10 | Convene Summit . . . . .         | Susan Marcus, Facilitator   |
|       | Opening Remarks & Welcome . .    | Diane Linn, Chair<br>Board of County Commissioners                                      |
|       | Desired Outcomes . . . . .       | R. Peter Wilcox, Housing Director<br>Department of Sustainable<br>Community Development |
|       | Housing Need and Value . . . . . | Gretchen Kafoury, Special Guest   |
| 1:00  | Break                            |   |
| 1:10  | Work Sessions . . . . .          | Summit Invitees   |
| 2:40  | Break                            |   |
| 2:50  | Group Presentations . . . . .    | Breakout Group Spokesperson   |
| 3:50  | Public Comments . . . . .        | Consumers & Other Groups  |
| 4:20  | Wrap-up and Commitments . . .    | Diane Linn, Chair<br>Board of County Commissioners                                      |
| 4:30  | Adjourn Meeting . . . . .        | Diane Linn, Chair<br>Board of County Commissioners                                      |

# KEY LEADERS HOUSING SUMMIT: INVITED PARTICIPANT LIST








## Multnomah County

☞ Diane Linn, Chair  
☞ Serena Cruz, Commissioner  
☞ Lisa Naito, Commissioner  
☞ Lonnie Roberts, Commissioner  
☞ Maria Rojo de Steffey, Commissioner  
☞ Mary Carroll, Serena Cruz' Exec.  
☞ John Rakowitz, Chair's Chief of Staff  
☞ Diana Bianco, Chair's Staff (Facilitator)  
☞ Charlotte Comito, Commissioner Naito's Exec. Asst.  
☞ Terri Naito, Commissioner Naito's Staff  
☞ Shelly Romero, Commissioner Rojo's Staff  
☞ R. Peter Wilcox, Director of Housing  
☞ Cecile Pitts, AHDP Director, DCFS  
☞ Dan Noelle, Sheriff  
☞ Bethany Wurtz, Sheriff's Office  
☞ Lorenzo Poe, DCFS Director  
☞ Mary Li, DCFS  
☞ Mike Oswald, DSCD Director (Facilitator)  
☞ Peter Wilcox, Housing Director  
☞ Ginnie Cooper, Library Director  
☞ Jim Gaynor, Director of MH Redesign  
☞ Matt Ryan, County Attorney's Office  
☞ Dan Brown, Facilities Manager  
☞ Kathy Busse, Land Use Manager  
☞ Joanne Fuller, ACJ Deputy Director  
☞ Jim Emerson, Facilities/Long-Range Planning  
☞ Elyse Clawson, ACJ Director  
☞ Janice Gratton, Behavioral Health  
☞ Howard Klink, Developmental Disabilities  
☞ Dave Boyer, Finance Director  
☞ Bonnie Kostecky, Health Planning & Development  
☞ Judy Robison, DCFS Planning & Development  
☞ Chiquita Rollins, DCFS Domestic Violence  
☞ Jane Spence, RN, Health Department  
☞ Jim McConnell, A & D Services Director  
☞ Katharine Moyer, Sheriff's Office  
☞ Will Grant, DCFS Developmental Disabilities  
☞ Denise Chuckovich, DCSF Management  
☞ Donna Shackelford, DCFS, Homeless Families  
☞ Mary Shortall, A & D Aging Services  
☞ Rey Espana, A & D Aging Services  
☞ Peggy Loveless, Verity Integrated Healthcare  
☞ Sherry Wilmschen, A & D Aging Services  
☞ John Ball, Multnomah County C.O.O.  
☞ Tanya Collier-McGee, A & D  
☞ Susan Muir, Land Use Planning (Facilitator)  
☞ HC Tupper, CFS/AHDP










## Portland

☞ Erik Sten, Housing Commissioner  
☞ Bob Durston, Erik Sten's Executive Asst.  
☞ Jim Francesconi, Commissioner  
☞ Commissioner Dan Saltzman  
☞ Commissioner Hales  
☞ Mayor Katz  
☞ Tonya Parker, BHCD Director  
☞ Martha McClennan, BHCD Deputy Director  
☞ Baruthi Artharee, PDC Deputy Director Designate  
☞ Ross Cornelius, PDC Housing Deputy Director  
☞ Andy Wilch, PDC Housing  
☞ Komi Kalevor, PDC Finance Coordinator  
☞ Don Mazziotti, PDC Director  
☞ Beth Kaye, HCDC Staff  
☞ Andy Miller, BHCD Staff










### Metro

-  David Bragdon, Council President
-  Rex Burkholder, Councilor
-  Karl Hosticka, Councilor
-  Susan McClain, Councilor
-  Bill Atherton, Councilor
-  Rod Monroe, Councilor
-  Rob Drake, Mayor, Beaverton

### Gresham/Troutdale/Fairview

-  Chuck Becker, Mayor, Gresham
-  Vicki Thomas, Gresham City Council President
-  Chris Lassen, Gresham City Councilor
-  Max Talbot, Gresham Community Development Director
-  Andree Tremoulet, Gresham CDBG/HOME Administrator
-  Richard Ross, Gresham Community Development Director
-  John Anderson, Fairview Community Development Director
-  Richard Faith, Troutdale Community Development Director
-  Sheila Ritz, Wood Village City Administrator























### State

-  Bob Repine, OHCS Director
-  Betty Dominguez, OHCS Regional Field Representative
-  Bob Gillespie, OHCS
-  Robert Mink, OR Dept. of Human Services Director (Appointee)
-  Rep. Jeffrey Merkley
-  Rep. Deborah Kafoury
-  Senator John Minnis
-  Rep. Karen Minnis
-  Vicki Skryha, Housing Specialist, Office of Mental Health Services

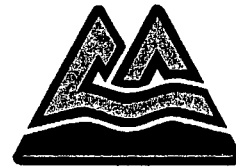
### Federal

- ◆ Staff member, Senator Ron Wyden
- ◆ Rebecca Thomas, Field Rep., Senator Gordon Smith
- ◆ Staff member, Congressman Earl Blumenauer
- ◆ Juli Bildhauer, District Representative, Congressman David Wu
- ◆ Doug Carlson, Director of CPD, HUD Portland
- ◆ Roy Scholl, HUD Portland Office

### HAP/Non-Profit/Consumer Representatives

-  Denny West, HAP Director
-  Steve Rudman, HAP Director-designate
-  Margaret Van Vliet, HAP Deputy Director
-  Neal Beroz, Network Behavioral Healthcare
-  Will White, HDC Exec. Director
-  Tasha Harmon, CDN Exec. Director
-  Richard Harris, CCC Exec. Director
-  Rachael Duke, HAP Staff
-  Susan Emmons, E.D., NW Pilot Projects
-  Sam Galbraith, E.D., Downtown Community Housing, Inc.
-  Kathleen Roy, Housing Director, Portland Impact
-  Jose' Rivera, E.D., Hacienda CDC
-  Margaret Carter, E.D., Urban League
-  Dee Walsh, E.D., REACH CDC
-  Jennifer Cooperman, E.D., Affordable Housing Preservation Trust
-  Steve Weiss, Consumer Advocate/Community Alliance of Tenants
-  Laddie Read, Consumer Advocate
-  Linda Kaeser, PhD., Consumer Advocate
-  Dan Steffey, Independence Development LLC
-  Chuck Currie, Interstate Homeless & Housing Coalition
-  Susan Marcus, Portland Habilitation Center (Facilitator)
-  Maren Peterson, Portland Habilitation Center (Facilitator)

MULTNOMAH COUNTY, OREGON  
KEY LEADERS HOUSING SUMMIT  
JUNE 25, 2001



SIGN-IN SHEET

NAME	AFFILIATION	PHONE	E-MAIL
Shelli Romero	Mult County Maria Rg. de Jeffery	988-4435	Shelli.L.Romero@Co.Multnomah.or.us
Maria Rjode Jeffey	Multco	988-5320	district1@Co.Multnomah.or.us
Joanne Fuller	Mult Co DCT	988-559	joanne.fuller@Co.Multnomah.or.us
Liv Jensen	Mult Co DCT	988-4054	—
Kevin Criswell	Mult Co DCT	988-3301	—
Neal Boy	Network	2380769	neal@nbhc.org
Marianne Baker	Mult. Co. MCD	988.3999 ext 710780	marianne.Baker@multnomah.co.gov
Komi Kuevar	PDC	1900 SW 4th S-7000	P/OK 57201 503/823 3213
Dane Boyer	Mult County	(503) 988 3903	—
Debra Karon	REACT	503 2310692	—
Kelargo Lee	DCT	503 988-5712	—
Tom Benjamin	—	503 245-5014	—
Mathe McLennen	BHCD	503 823-2386	—
Beth Keye	HCDC	503 823 2393	—
Andy Miller	BITCD	823-2353	—

MULTNOMAH COUNTY, OREGON  
KEY LEADERS HOUSING SUMMIT  
JUNE 25, 2001

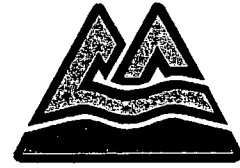


SIGN-IN SHEET

NAME	AFFILIATION	PHONE	E-MAIL
Maren Pettigrew		503-2611x210	
Steve Weiss		503-232-5043	steve@weiss.com
Don Kopp		503 9884400	
BETHANY WERTZ		503-988-4473	
Louise Roberts		503-988-5213	
Betty Dominguez	OHCS	503-963-2289	
Janda Kassen		503-234-8194	
Kathleen Duke	HAP	503 802 8515	
Saddie Reed			
Donna Ewary Hovorka		(503) 274-9195	
John Beckman	Congressman Wm	(503) 326-2901	
MULTNOMAH	MULTNOMAH	503-9884525	
Virginia Seeth	ADS	988-3620	
Phil Lane		503-4427677	
Mark Regan	County Attorney	503-988-3137	



MULTNOMAH COUNTY, OREGON  
KEY LEADERS HOUSING SUMMIT  
JUNE 25, 2001



**SIGN-IN SHEET**

NAME	AFFILIATION	PHONE	E-MAIL
Henry Klink	DCFS/DOS	988-5263	
Will Grant	" "	" "	
JIM EMERSON	DSCD/for	988-3322	
Mary Shortall	ADS	988-3770	
Peggy Landless	DCFS	988-3999	
Anna M. Lee		988-6947	
Shirley Nault		988-5217	
Charlotte Comito		"	
Bob Repine		986-2005 (503)	
Eric Stein		823-3579	
Judy Robison		988-3691	
Dan Brown			
Vicki Skyles	OMHS/MHDDSD	503-745-9722	

NAME	AFFILIATION	PHONE	E-MAIL
------	-------------	-------	--------

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Sherry Willmschen MADS 988-3620 sherry.willmschen@CO.MULTNOMNH.OR.US

Rebecca Thomas Senator Smith 326-3386 rebecca-thomas@gsmith.senate.gov

Ramsay Weit citizen 629 9040 polwonks@aol.com

Cecile Pitts ANDP 983 9902 8660

Annie Tremoulet City of Gresham 618-2643 tremoulet@ci.gresham.or.us

MARY CARROLL MultCo 503-988-5275 mary.p.carroll@co.multnomah.or.us

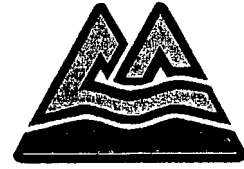
Suzanne Gray " " " "

ANDY WILCHA PDC 503 823 3212 wilcha@portlandden.org

# MULTNOMAH COUNTY, OREGON

# KEY LEADERS HOUSING SUMMIT

JUNE 25, 2001



# SIGN-IN SHEET

NAME \_\_\_\_\_

## AFFILIATION

PHONE

E-MAIL

TELEPHONE NO. 902-8501

Margaret Van Vleet Hro

mayanet@heydot.org

Chenitz Rollus MultCo

## NAME

PHONE

## E-MAIL

NAME	AFFILIATION	PHONE	E-MAIL
Jane Spence	ALH Dept	83959	Jane.C.Spence
Janet Parker	BHCD	823-3606	jparker@Ct.Portland. Or.USA

Key Leaders Summit

6/25/01

1.

called to ~~Order~~ 12:15 pm @ OMSI  
by Susan Marcus

Diane Linn, Chair (remarks)

Thanked those attending  
Special Guest Gretchen Kafoury

Creating linkages with government,  
non-profit / for profit

Hope this is a start to an  
ongoing process -

Worked hard on creating  
strategies in the past -  
now it is time to build housing

Thanked Mental Health design  
Comm -

need to coordinate on timing  
of funding -

City & County need to work  
together in solutions needed

Overwhelming need for < 30%  
medium income especially  
those with mental health &  
other special needs

2.

Best treatment & other services go along with  
Adequate Safe affordable housing —  
Must be.

Great projects have already occurred in the community  
need larger source of funds to create other projects  
Need to use own resources locally

Welcomed Peter Wilcox to new position.

Peter Wilcox —  
funding for housing in Ptld and State was mainly use for 80% — then 60% → 50% now @ 30% much needs to be down.

Introduced briefing package

- Table (still in development) magnitude of Challenge
- Metro Regional Strategy local gov't roles

- land development table
- goals by jurisdiction
  - 483 people per year @ 30%
- sub group report
  - 50 new
  - 50 leased for mental health alone
- housing development primer
- outline - redesign for Mental health -
  - \* Cost effective care
- Development Options ~~Continuum~~
- Letter from consumer advocate
  - "look at big picture"
- Recom. of supported housing work group

Break-outs -  
assigned to groups - color coded

Mission: potential strategies for developing 200 add. units ~~in~~ each yr for 5 yrs.

Commitment of 6-9 months  
of to work on solutions  
Beginning of Special Needs Council

Gretchen Kaffry -

Dragged out of retirement -  
The convening of this group  
Increased jail capacity has

committ to reverse trend

expensive & inappropriate

County has critical role in  
providing services

Troubled / broken for years

Support services is critical -

it has been neglected  
overlooked support services  
needed

Development + support services

County does have property that  
could be donated

Pitch - Housing Clarify 1/97

only few knew document  
a ground breaking work at  
the time - Gretchen read  
many ideas not implemented  
yet.



Excellent opportunity at County  
Change at HAP, PDC changes  
good time to make changes

HCDC weak area currently.  
<sup>needs to be</sup> strong watch dog & planning  
group

Wait to give Hip Hip Hoorah  
to Denny Anderson  
(not present)

Peter: asked participants to  
move outside room to  
reorganize space

~~Thank you for~~

Diane - Networking is one  
purpose of this meeting

Thanked all for all the work  
that has been done in past  
years

Diane asked for questions.  
None  
participants moved out into  
sun.

⑦

After Break out minutes

Answer, Denise - welcomed people

break out group - report  
2 minutes worth questions

public comment time

Pop. Repire -  
Sat HB 5531 voted out  
Memorandum 33 from for housing  
General fund + trust acct  
Back general fund piece off

1149 Force deregulation -  
Public purpose component

get back on track they make  
2 yrs ago. St of Oregon is  
not ~~going to~~ any money into  
housing

Call Senator - he indicate \$3.3 million

This morning - Educ Comm  
HB 3988-B emergency version  
House then Senate

⑧

was Oregon growth acct. - a part  
debating how to spend \$  
100's of millions

substitute affordable for "seeds"  
development "capital ventures"  
account

the a blow to housing funds  
the legislature has taken  
toward leap - (huge)  
in 4th quarter @ the Capital

Blue Group Report - Cecil Pitt  
see worksheets  
HAPP Director

Orange Group Report - William Wint  
see worksheets  
Shirley office  
SSI payments leave only \$10 per month  
see worksheets

Yellow Group Report - Dan Steffey  
see worksheets  
Independence Development

Green Group Report - Steve Weiss  
see worksheets  
Commerce Association  
\* developed strategy sheet

Red Group Report - Richard Harris  
 see worksheets

Nice to have BHCD & HAP in  
 same group

Jim Haynor - <sup>based on</sup> risk & reward system  
 requires flexibility, capital & motivation  
 could guarantee service would  
 be available when unit is  
 developed.

left over \$'s could be reinvested  
 for 2nd year - self regulating  
 mechanism

Realization of "return on investment"  
 \$700-\$800 a day in hosp could  
 = one month rent in  
 supported housing

Comments by  
 who was part of  
 group

July 26th - Public Hearing on Sec 8  
 Call Rachael Duke 803 8515 for  
 more info

General Comments on Summit  
 or presentations - none

Diana Linn

Thank you for participation

Again thank Peter Wilcox

for cross-jurisdiction discussed  
 evolutionary process

Crisis Triage Closing too soon

This discussion is crucial.

Need to talk about housing  
becoming the first priority

Need to communicate & coordinate  
Next meeting talk about progress  
from this ~~points~~ meetings brought up at

MULTNOMAH COUNTY,  
OREGON



KEY LEADERS  
HOUSING SUMMIT

JUNE 25, 2001

**-- Briefing Papers --**



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4. **The Challenge of Housing Persons Having Special Needs**, by Neal Beroz.
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9. **Resolution 00-194 -- Providing Policy Direction for a Restructured Mental Health System that Meets the Vision Statement Adopted by the Board of County Commissioners on September 28, 2000**, by the Board of County Commissioners, for Multnomah County, Oregon.



# Special Needs Housing in Multnomah County: Attempting to Quantify the Gap

*The partial list below contains data that are estimates based on compilation from multiple sources.*

Customer Group	Average Income	Number in County	Level of Support	Sources of Support	Number Lacking Appropriate Housing
Behavioral Disabilities	\$7,116 <i>HAP Public Housing Residents, 1999</i>	19,250 <i>American Community Survey, 1996</i>	<ul style="list-style-type: none"> <li>▪ Case management</li> <li>▪ Food</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Safety</li> <li>▪ Transportation</li> <li>▪ Adaptation</li> <li>▪ Residential Treatment Facilities</li> <li>▪ Residential Treatment Homes</li> <li>▪ Adult Foster Homes</li> <li>▪ Crisis and Respite Housing</li> </ul>	<ul style="list-style-type: none"> <li>▪ Multnomah County DCFS/DDD</li> <li>▪ Multnomah County Aging &amp; Disability Services</li> <li>▪ Independent Living Center</li> <li>▪ Others</li> </ul>	900  <i>Multnomah County Dept. of Community and Family Services Developmental Disability Division, 1999</i>
Physical Disabilities	\$7,116 <i>HAP Public Housing Residents, 1999</i>	35,268 <i>American Community Survey, 1996</i>	<ul style="list-style-type: none"> <li>▪ Case management</li> <li>▪ Food</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Safety</li> <li>▪ Transportation</li> <li>▪ Adaptation</li> </ul>	<ul style="list-style-type: none"> <li>▪ Multnomah County DCFS/DDD</li> <li>▪ Multnomah County Aging &amp; Disability Services</li> <li>▪ Independent Living Center</li> <li>▪ Unlimited Choices, Inc.</li> </ul>	1,649  <i>Data not available; proportional number derived based on above category</i>
Dual Disabilities	\$7,116 <i>HAP Public Housing Residents, 1999</i>	28,352 <i>American Community Survey, 1996</i>	<ul style="list-style-type: none"> <li>▪ Case management</li> <li>▪ Food</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Safety</li> <li>▪ Transportation</li> </ul>	<ul style="list-style-type: none"> <li>▪ Multnomah County DCFS/DDD</li> <li>▪ Multnomah County Aging &amp; Disability Services</li> <li>▪ Independent Living Center</li> <li>▪ Unlimited Choices, Inc.</li> </ul>	1,326  <i>Data not available; proportional number derived based on above category</i>

HIV/AIDS	80% are below the poverty level	4,013	<ul style="list-style-type: none"> <li>▪ Peer group/skill building</li> <li>▪ Counseling</li> <li>▪ Testing &amp; referral</li> <li>▪ Interpersonal/home meetings</li> <li>▪ Support groups</li> <li>▪ Outreach</li> <li>▪ Condoms/needle exchange</li> </ul>	<ul style="list-style-type: none"> <li>▪ Multnomah County Health Department HIV Health Services Center</li> <li>▪ Cascade Aids Project</li> <li>▪ Council for Hispanic Advancement (OCHA)</li> <li>▪ Outside In</li> <li>▪ Phoenix Rising</li> <li>▪ Urban League</li> <li>▪ Brother to Brother</li> </ul>	488 - 838
	<i>Multnomah County Health Department HIV Health Services Center, 2001</i>	<i>Portland EMA HIV/AIDS Housing Plan, 2000 (adjusted to 78% EMA)</i>			<i>Portland EMA HIV/AIDS Housing Plan, 2000 (adjusted to 78% EMA)</i>
Elderly (65+ years of age)	\$7,977	73,607	<ul style="list-style-type: none"> <li>▪ Food</li> <li>▪ Medical</li> <li>▪ Legal</li> <li>▪ Transportation</li> <li>▪ In home care</li> <li>▪ Assisted living facility</li> <li>▪ Residential care facility</li> <li>▪ Adult foster homes</li> <li>▪ Nursing home</li> </ul>	<ul style="list-style-type: none"> <li>▪ Multnomah County Aging &amp; Disability Services</li> <li>▪ Older Americans Act of Oregon</li> <li>▪ Project Independence</li> <li>▪ Medicaid</li> <li>▪ Tri-Met Lift</li> <li>▪ NW Pilot Projects</li> <li>▪ Loaves &amp; Fishes</li> <li>▪ Elders in Action</li> </ul>	18,053
	<i>HAP Public Housing Residents, 1999</i>	<i>US Census, 2000</i>			<i>Consolidated Plan Housing Assistance Needs Chart, "% with Housing Problems," 4-10</i>
Homeless Families	N/A (77% unemployed)	622	<ul style="list-style-type: none"> <li>▪ Child Care</li> <li>▪ Medical</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Safety</li> <li>▪ Transportation</li> <li>▪ Substance Abuse Treatment</li> </ul>	<ul style="list-style-type: none"> <li>▪ Human Solutions, Inc.</li> <li>▪ Portland Impact</li> <li>▪ Albina Ministerial Alliance</li> <li>▪ YWCA Housing Enrichment Resource</li> <li>▪ Friendly House</li> <li>▪ Neighborhood House</li> <li>▪ Safe Haven</li> <li>▪ Interfaith Hospitality</li> </ul>	59
	<i>Consolidated Plan, 4-55</i>	<i>Multnomah County Homeless Families Plan, 1999</i>			<i>Multnomah County Division of Community Program &amp; Partnerships One Night Shelter Count, 11/15/00 (does not reflect those, if any, finding shelter)</i>

Homeless Singles	N/A	899	<ul style="list-style-type: none"> <li>▪ Medical</li> <li>▪ Mental Health Support</li> <li>▪ Food</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Safety</li> <li>▪ Transportation</li> <li>▪ Substance Abuse Treatment</li> </ul>	<ul style="list-style-type: none"> <li>▪ Blanchet House</li> <li>▪ City Team</li> <li>▪ Unity</li> <li>▪ JOIN</li> <li>▪ Harbor Light Center</li> <li>▪ Greenhouse Drop-In Center</li> <li>▪ Union Gospel Mission</li> <li>▪ Transition Projects, Inc.</li> </ul>	127
		<i>Multnomah County Divn. of Community Program &amp; Partnerships One Night Shelter Count, 11/15/00</i>			<i>Multnomah County Division of Community Program &amp; Partnerships One Night Shelter Count, 11/15/00 (does not reflect those, if any, finding shelter)</i>
Transitional Housing	N/A	1,685	<ul style="list-style-type: none"> <li>▪ Medical</li> <li>▪ Referrals</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Safety</li> <li>▪ Transportation</li> <li>▪ Substance Abuse Treatment</li> </ul>	<ul style="list-style-type: none"> <li>▪ Westside Community Services</li> <li>▪ Volunteers of America</li> <li>▪ Portland Impact</li> <li>▪ Lutheran Family Services</li> <li>▪ Unity</li> <li>▪ Central City Concern</li> <li>▪ Raphael House</li> <li>▪ West Women's Services</li> <li>▪ Bradley-Angle House</li> </ul>	345
		<i>Consolidated Plan Gaps Analysis Chart, 4-60</i>			<i>Consolidated Plan Gaps Analysis Chart, 4-60</i>
Criminal Justice System Former Inmates	Variable; typically zero at time of release	3,720 annually	<ul style="list-style-type: none"> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Substance Abuse Treatment</li> </ul>	<ul style="list-style-type: none"> <li>▪ Multnomah County Centralized Intake</li> <li>▪ Project Stop Addiction</li> <li>▪ Providence Chemical Dependency Services</li> </ul>	2,418 annually
		<i>Multnomah County Dept. of Community Justice, Transition Services, 2001</i>			<i>Multnomah County Dept. of Community Justice, Transition Services, 2001</i>
Victims of Domestic Violence	N/A	366	<ul style="list-style-type: none"> <li>▪ Child Care</li> <li>▪ Medical</li> <li>▪ Housing</li> <li>▪ Job Training</li> <li>▪ Legal Assistance</li> <li>▪ Transportation</li> </ul>	<ul style="list-style-type: none"> <li>▪ V of A Family Center</li> <li>▪ Raphael House</li> <li>▪ W Women's &amp; Children's Shelter</li> <li>▪ Bradley-Angle House</li> <li>▪ East County Support Group</li> </ul>	105
		<i>Consolidated Plan Gaps Analysis Chart, 4-60</i>			<i>Consolidated Plan Gaps Analysis Chart, 4-60</i>

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**Total**

**25,470 – 25,820**

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**Table 9. Example of Amount of Resources Needed to Construct New Units at H-TAC Defined Income Levels**  
The examples in this table are hypothetical to illustrate the trade-offs that must be made in affordable housing even if a large amount of funding were available to the region.

Income Level <i>Regional MHI: \$52,400 for a family of four (1999)</i>	Affordable Monthly Housing Payment by Income Level*	Amount of Resources Needed					
		Single Family Homeownership Unit Cost: \$125,000			Multi-Family Rental Unit Cost: \$80,000		
		Dollars	Percent	Number of units that could be built with \$100,000,000**	Dollars	Percent	Number of units that could be built with \$100,000,000**
Below 30%MHI	Below \$393	\$125,000	100%	800	\$80,000	100%	1,250
30% MHI	\$393	\$125,000	100%	800	\$70,000	88%	1,429
50% MHI	\$655	\$86,000	69%	1,163	\$33,000	41%	3,030
80% MHI	\$1,048	\$15,000	12%	6,666	No Subsidy	0%	NA
100% MHI	\$1,310	No Subsidy	0%	NA	No Subsidy	0%	NA
120% MHI	\$1,572	No Subsidy	0%	NA	No Subsidy	0%	NA

Source: OHCSO, Metro, 1999.

Note: Land cost is included.

\*Affordable monthly housing payment is 30% of household income; including utilities and all applicable taxes.

Assumptions:

Single Family Unit:

1. Property taxes = \$156/month
2. Insurance = \$40/month
3. Utilities = \$100/month
4. 30 yr. Mortgage at 7.5%

Multi-Family Unit:

1. Property taxes = \$100/month
2. Maintenance & operation = \$170/month
3. Utilities = \$40/month for 2 bedrooms, \$50/month for 3 bedrooms
4. 30 yr. Mortgage at 7.5%

Note: Utility assumptions for multi-family units are based on utility allowances provided by the Housing Authority of Portland. In many multi-family assisted housing units the landlord pays water and sewer, while the tenant is responsible for electricity. Telephone expenses are not included.

**Table 14. Roles of Local Governments in Housing**

Role*	Example of Mechanisms for Providing Housing		
	Land Availability	Development	Maintenance
<b>Regulation</b>	<ul style="list-style-type: none"> <li>• Comprehensive plans</li> <li>• Zoning</li> <li>• Opportunities for diverse range of housing</li> <li>• Opportunities for mixed use housing</li> <li>• Rehabilitation and use of existing buildings</li> </ul>	<ul style="list-style-type: none"> <li>• Development standards</li> <li>• Review plans</li> <li>• Building permits and inspections</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation ordinance</li> <li>• Building &amp; Rehabilitation Code enforcement</li> <li>• Enforcement of Federal Fair Housing laws</li> </ul>
<b>Funding</b>	<ul style="list-style-type: none"> <li>• Donate surplus land</li> <li>• Land banking</li> </ul>	<ul style="list-style-type: none"> <li>• Reduce or forgive fees</li> <li>• Loans and Grants</li> <li>• Tax exemptions &amp; abatements</li> </ul>	<ul style="list-style-type: none"> <li>• Home repair and rehabilitation loans and grants</li> <li>• Loans and grants to apartment owners to rehabilitate</li> </ul>
<b>Facilitation</b>	<ul style="list-style-type: none"> <li>• Community Land Trust</li> </ul>	<ul style="list-style-type: none"> <li>• Technical assistance in the funding and development process</li> <li>• Support of Community Development Corporations</li> <li>• Public/private partnerships</li> </ul>	<ul style="list-style-type: none"> <li>• Technical assistance</li> <li>• Coordinate rehabilitation and repair programs with Community Development Corporations</li> <li>• Volunteerism for tree planting and neighborhood beautification programs</li> </ul>

\*Three major roles that could increase the supply of affordable housing and improve the quality of housing stock.

Source:

Affordable Housing, *Regional Affordable Housing Strategy Recommendation of the Affordable Housing Technical Advisory Committee accepted by the Metro Council June 22, 2000*

**Table 15. Five-Year Affordable Housing Production Goal Allocated by Jurisdiction<sup>1,2</sup>**

The Five-Year Affordable Housing Production Goal is 10% of the Benchmark Need.

The Benchmark Need was determined for each jurisdiction based on 2017 population projections, the regional distribution of household incomes, and credits for the existing supply of housing affordable to households earning 50%MHI and below.

Jurisdiction	Benchmark Need – 90,479 (2017) <sup>3</sup>		Percent of Benchmark Need by Income Group		Five Year Affordable Housing Production Goal – 9,048 <sup>4</sup>		
	Benchmark need	Percent of benchmark need	less than 30%	30-50%	less than 30%	30-50%	Totals <sup>5</sup>
Beaverton	6,567	7.24%	65%	35%	427	229	655
Cornelius	497	0.55%	80%	20%	40	10	50
Durham	92	0.10%	61%	39%	6	4	9
Fairview	734	0.81%	58%	42%	42	31	73
Forest Grove	645	0.71%	85%	15%	55	10	64
Gladstone	532	0.59%	82%	18%	43	10	53
Gresham	5,580	6.15%	82%	18%	454	102	557
Happy Valley	573	0.63%	51%	49%	29	28	57
Hillsboro	5,148	5.68%	59%	41%	302	211	514
Johnson City	0	0.00%	0%	0%	0	0	0
King City	51	0.06%	91%	9%	5	0	5
Lake Oswego	3,392	3.74%	55%	45%	185	154	338
Maywood Park	0	0.00%	100%	0%	0	0	0
Milwaukie	1,019	1.12%	100%	0%	102	0	102
Oregon City	1,585	1.75%	78%	22%	123	35	158
Portland	17,948	19.79%	100%	0%	1,791	0	1,791
Rivergrove	27	0.03%	52%	48%	1	1	3
Sherwood	1,231	1.36%	54%	46%	67	56	123
Tigard	3,205	3.53%	68%	32%	216	103	320
Troutdale	1,310	1.44%	57%	43%	75	56	131
Tualatin	1,904	2.10%	63%	37%	120	69	190
West Linn	1,700	1.87%	58%	42%	98	71	170
Wilsonville	1,797	1.98%	56%	44%	100	80	179
Wood Village	175	0.19%	93%	7%	16	1	17
Clackamas County Uninc.	11,053	12.19%	66%	34%	729	374	1,103
Multnomah County Uninc.	1,349	1.49%	60%	40%	81	53	135
Washington County Uninc.	22,582	24.90%	58%	42%	1,312	940	2,253
<b>Totals</b>	<b>90,695<sup>5</sup></b>	<b>100.00%</b>	<b>72%</b>	<b>28%</b>	<b>6,420</b>	<b>2,628</b>	<b>9,048</b>

<sup>1</sup>Further explanation of calculations in this table may be found in Chapter 3: Regional Housing Goals. *H-TAC recommends that these goals be recalculated when 2000 Census data become available.*

<sup>2</sup>The Affordable Housing Production Goal is intended to be a guideline to local jurisdictions, and is voluntary.

<sup>3</sup>The Benchmark Need (90,479 units) includes a need at 30%MHI that is cancelled out by a lack of need (or surplus) in Maywood Park at 30-50%MHI; while in Johnson City there is a lack of need in both of the lower income categories. It is important to note the fact that Johnson City consists of a mobile home park on one tax lot, which impacts the data.

<sup>4</sup>Calculated by multiplying the "percent of benchmark need" by the Five-Year Affordable Housing Production Goal of 9,048 units. The result is multiplied by the "percent of benchmark need by income group" to get the goal by income group for each jurisdiction.

<sup>5</sup>The total shown here (66,000 for less than 30% and 26,343 for 30-50%) is based on excluding the projected "surplus" of affordable housing at less than 30%MHI for Johnson City, and 30-50%MHI in Johnson City, Maywood Park, Milwaukie, and Portland.

\*Totals may not add up to due rounding.

# DRAFT

## Mental Health Housing

### Introduction

According to numbers from the Office of State Mental Health Services, in 1999 there were 715 people in Multnomah County whose need for supportive mental health housing was unmet. A subset of individuals who participated in the Supportive Housing Workgroup\* as well as other stakeholders, started to meet in early 2001 to discuss ways to make these supportive housing units available to Multnomah County residents. This Mental Health Housing Committee (MHHC) included Denny West from the Housing Authority of Portland, staff from the Bureau of Housing and Community Development, staff from Commissioner Sten's Office, staff from the Multnomah County Office of Community Sustainable Development, staff from the National Alliance of the Mentally Ill and consumer representation.

The Supportive Housing Workgroup had already defined problems related to incenting the development of these units, including that currently existing funds available for the development of special needs housing have not been fully utilized for those with mental illness because of the difficulty in fully integrating funds for development with funds for supportive services and operating costs.

The Multnomah County Board of Commissioners is planning on holding a meeting of key leaders this spring to address issues related to the development of supportive housing.

### Recommendation

This proposal includes a combination of leasing units and the development/acquisition of units. In particular the MHHC **recommends** a long term strategy of increasing supportive housing in which 50 units a year would be leased, and 50 units a year would be developed, until a total of **700 units are available**. Leasing is used as a transitional step, and leased units are to be replaced with publicly owned units as soon as possible. (Please see Table One.) Of these 50 units a year, we recommend that 15 a year should be developed as Residential Care Facility beds until that need is met.

This proposal also includes an evaluation after the 5<sup>th</sup> year of implementation.

### Discussion

Leasing is an important element of this project. However, while leasing provides units quickly, the long-term public subsidy exceeds that of the development of permanent units. (Please see Table Two).

**ANY ADDITIONAL HOUSING WILL REQUIRE ADDITIONAL SUPPORTIVE SERVICE DOLLARS LINKED TO THE HOUSING. ALSO, CURRENT RESOURCES FOR AFFORDABLE HOUSING WOULD NEED TO BE COMMITTED TO THIS POPULATION.**

## COST

We are assuming that 35 units a year can be developed at an approximate cost of \$100,000 per unit and services can be provided at an average of \$275.00 per month per unit or \$115,500 per year for the 35 units. (This would be a mix of studios, one-bedrooms and two-bedrooms). Development costs takes into account financing from tax credits and we estimate that approximately \$50,000 per unit will be needed from local funds. If Housing Trust Fund dollars were available or there were other Affordable Housing Program grants, this money could also be used for permanent supportive housing and the need for local dollars would be further reduced.

The 15 units Residential Care Facility units can be developed at a cost of \$100,000 per unit and operating costs per facility is estimated to be approximately \$330,000 a year. Financing the development of RCF's would involve different subsidies and it is unclear at this time the amount of local funds needed per unit.

Total costs for leasing 50 units per year would be \$250,000.

\* The Supported Housing Workgroup was part of Multnomah County's Mental Health Design Team process, a process which focused on reviewing and revamping the County's mental health system.



Table One

Year	# of Leased Units	# of Developed/Acquired Units
2001-2002	50	Under development
2002-2003	100	Under development
2003-2004	150	50
2004-2005	150	100
2005-2006	150	150
2006-2007	150	200
2007-2008	150	250
2008-2009	150	300
2009-2010	150	350
2010-2011	150	400
2011-2012	150	450
2012-2013	150	500
2013-2014	150	550
2014-2015	100	600
2015-2016	50	650
2016-2017	0	700

Table Two

**Nominal Cost of providing an SRO, not including services**

	New	Acq	Lease
10-Year	(45,225)	(56,577)	(29,231)
20-Year	(50,799)	(68,029)	(76,565)
30-Year	(63,791)	(88,923)	(145,681)
40-Year	(87,960)	(123,710)	(245,274)
50-Year	(128,616)	(178,637)	(387,295)
60-Year	(193,223)	(262,421)	(588,127)

## The Challenge of Housing Persons Having Special Needs

### By Neal Beroz

Persons having special needs include persons who are impacted by mental illnesses, by substance abuse and dependence, by developmental disabilities, by HIV and AIDS, and by histories of criminal behavior. They include households that are homeless or at risk of homelessness, that are headed by a single adult, and that have been impacted by domestic violence. They include singles and families that, with inadequate resources, are grappling with a host of commonly occurring life conditions. The defining condition of these households is poverty.

#### Developers and Housing Operators

The development and operation of housing are two related businesses that are linked by a product (housing units), and by financing (development and operating budgets). The business of the housing developer is to build units that are appropriate to the market place and to the intended residents of the housing while minimizing a variety of financial risks. The business of the housing operator is to manage the housing asset in such a way that financial goals are met while the units are preserved for continued use and the economic value of the asset is maintained. The housing operator is generally the project owner or a management company hired by the owner. Sometimes the developer and the owner are the same entity.

Developers engage in a multi-linear process that assesses the market for the units they might build, creates and designs the project, tests the feasibility of their creation, seeks financing for the project, assembles the team to work on the project and finally, brings the project to completion. Just prior to the project's completion, the project's operating plan kicks in – the units are marketed, a rental office takes applications, potential tenants are screened, and units are promised. A multi-linear outline of the development process is attached.

When the local bureau of buildings grants an occupancy certificate, the project is put into operation – tenants move in, maintenance activities are initiated, the development phase is closed out, and on-going operation of the project becomes the dominant concern. The owner works to assure profitability by minimizing vacancy and tenant turnover, promoting tenant harmony, controlling repair and maintenance expense, saving for predictable and unpredictable future expenditures, and meeting the financial goals of the project.

#### The Development – Housing Operations Link

Developers pay the costs of creating a project by borrowing money from lenders and by assembling equity from investors. The lenders and the investors want their money back eventually, and they want a return for making the money available. Where do developers get the money they need to pay the lenders and investors? To simplify, the money comes from the people who rent the units. The more it costs to develop the units, the more developers must raise from tenants in the form of higher rents. In addition, rent must also pay for the on-going operating expenses of a project. Thus, anything that makes the cost of development or the cost of operations rise will exert an upward pressure on rent. Conversely, anything that can reduce

the cost of development or operations will reduce the rents necessary to meet the financial goals of a project.

We have already pointed out that persons having special needs are poor. A single person receiving SSI has an income of \$512 per month (16% of the area median income for Portland). HUD's standard for the rent plus utilities that someone with this income can afford is \$154 per month (30% of income). We also know that even if a project is built with all grant funds (no lenders or investors to pay back), it costs about \$250 per month to operate a housing unit.

#### The Development – Special Needs Link

People having special needs often require developments that have special amenities. There may be reason to build projects with more common area space than would be associated with a non-special-needs building of a similar size. The population to be served may need a common kitchen in addition to those within the units in order to have access to a meal program. There may be a need for space for the service provider's operations. The population may need elevator access, on-site manager's units, different finishes, and other amenities that would not normally be built into a project of the same size. These amenities impact the cost of development.

In addition, housing for persons having special needs cannot be built using the typical financing available to developers. Because lenders and investors need to be paid back from rents collected, developers who build for special needs populations need to create complicated financing schemes that require the coordination of many sources of funds and that depend heavily on sources of funds that do not need to be repaid. Ironically, this adds both direct costs and time to the development process, resulting in a more expensive development that utilizes large amounts of public funds in an effort to minimize debt.

Common sources of funds include: commercial loans; low income housing tax credits; historic preservation tax credits; a variety of federal HUD programs; State of Oregon Elderly and Disabled Bonds; Housing Trust funds, HELP funds, and Lender's Tax Credits; State Office of Mental Health Services Housing Development Grants; City of Portland HOME, CDBG, Housing Investment Fund, and fee waivers; Multnomah County Affordable Housing Program tax foreclosed properties and Strategic Investment funds; the Federal Home Loan Bank Affordable Housing Program; and a variety of private foundations. It is not uncommon for a single development to assemble a half dozen or more sources of funds.

#### The Housing Operations – Special Needs Link

Projects that serve persons having special needs are often more expensive to operate. These populations are often disabled or partially disabled. As a result, special needs tenants spend more time at home, giving their units more intensive use than, for example, tenants who are employed full time. More time at home means more frequent painting, carpet replacement, etc. Some special needs populations demonstrate high turnover. This results in excessive costs in readying units for the next tenants, in vacancy loss, and in the administrative costs of taking new applications, increased move-in move-out inspections, tenant certification paperwork, etc.

In addition, special needs tenants sometimes require more assistance from management than their non-special-needs counterparts to remain lease compliant. Finally, because many of these tenants have limited experience as successful renters, a high level of staff presence on-site is often needed to assure the proper management of both routine and emergent property management issues.

### How Services Fit In

Persons having special needs are often the recipients of services from various social services systems. To the extent that these services assist a tenant to require less special attention from the housing operator, the cost of operations is reduced. This dynamic is important to both the developer and the housing operator because to the extent that the cost of operations decreases, more of the rents collected can pay lenders and/or investors. Indeed, housing developers count on the availability of services as they create the physical design, development budget, and operating budget of the project. Sometimes the availability of services is required by a source of financing – it is seen as one way to mitigate the financial risks associated with housing a given population.

From the Housing Operators point of view, the availability of services allows the project to house those who would ordinarily be screened out during the application process. To a housing operator, the ideal tenant is one who pays rent on time, gets along quietly with his/her neighbors, rarely moves, and keeps his/her unit in mint condition. Housing operators develop and use admissions criteria that presumably help them select tenants that will be as close as possible to ideal. These criteria include high income to rent ratios, steady employment, a criminality-free history, a good rental history, positive landlord references, etc. When a housing operator waives some or all of these criteria in order to house a particular population, he/she is presumed to be taking greater financial risks. Again, the availability of a service provider to work with and vouch for a special needs tenant reduces this risk.

In some situations, the availability of a service provider on-site actually reduces the work of the housing operator. For example, the service provider with an on-site office in a small project might collect or consolidate the rents from the tenants, allow and supervise vendor access to units, and perform home visits. These activities reduce the need for the housing operator to be on-site for rent collection and vendor coordination, and to perform frequent unit inspections.

Conversely, a housing operator that can afford to devote resources to having an on-site presence can reduce the need for day-to-day service provision. Although the operator does not provide the services, his/her presence results in early calls for intervention and has a calming effect on the project's tenants. As the eyes and ears of the service provider, the housing operator increases the service provider's efficiency and effectiveness.

If you look at the housing operations and service provision roles graphically, you will see two circles that overlap. The overlapped area represents tasks that could be done by either the on-site housing operator or the on-site service provider. Who does these tasks is a matter of the skills and preferences of the participants, expedience, efficiency, and budget.

## Who Pays for Housing and Services

As mentioned earlier, tenant rents pay for the cost of operations and repay the lenders and investors. The amount of rent that can be charged is limited by the income of the intended tenants, the prevailing market, and regulations associated with various sources of development financing. If HUD sets a standard for affordable rent of 30% of area median income (\$154 for an SSI recipient) and it costs approximately \$250 per month to simply pay the cost of operations, how will tenants at these low incomes ever be housed?

Some SSI recipients receive rent assistance, generally in the form of HUD Section 8 certificates or vouchers. In this scenario, the federal government pays the difference between 30% of the tenant's income and the cost of the tenant's housing. The tenant pays \$154 for rent but the housing operator receives the full rent. Unfortunately, Section 8 contracts are in short supply and the bulk of them are tenant-based. A tenant-based Section 8 allows the tenant to use the certificate wherever he/she desires. This level of choice is great for the tenant but creates uncertainty for the housing developer and operator. Unless Section 8 assistance is project-based, it does not enter into the planning of most developers or housing operators.

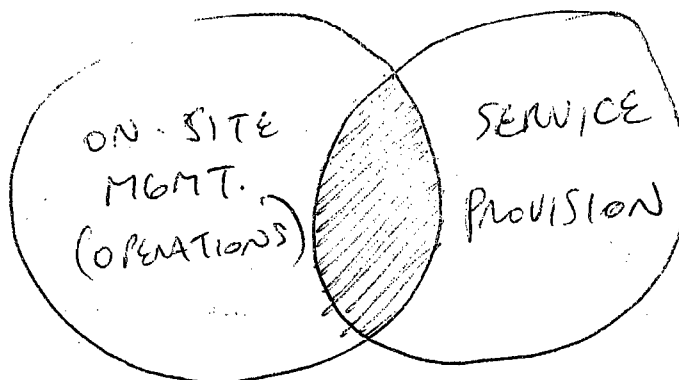
Most SSI recipients pay more than 30% of their income for housing. This is called having a high rent burden. If an SSI recipient pays \$250 per month for housing, his/her rent burden is nearly 50%. While less than optimal, a \$250 rent is still better than what the market will provide. Moreover, this level of affordability will be available for 60 years (local policy for projects that use public funds) without further investment. In projects that rely on tenants to assume a high rent burden, there is great pressure on the developer and the housing operator to suppress rents in order to increase affordability. Developers and housing operators do this by minimizing expenses, minimizing contributions to operating and replacement reserves, minimizing operating margins, and maximizing their dependence on service providers to help them control and/or reduce the costs associated with managing projects that house tenants having special needs. Thus the success of special needs housing projects comes to rely heavily on the availability of, and hence the funding of, social services.

## Incenting Housing Development for Persons Having Special Needs

There are several basic strategies to incent housing development for special needs populations.

- Reduce the cost of development
  1. Reduce money and time gobbling regulation. This is a gripe of mainstream developers as well.
  2. Provide more public equity. The availability of grant funds for housing development is crucial to developing low-rent projects. While there are currently adequate "set-aside" funds, a surge of additional development activity will quickly outstrip the supply of funds.
  3. Pool funds to simplify the application process. The current emphasis on leverage is a shell game that increases project complexity and development timelines. Funds from the "usual suspects" should be blended at the funder level.

4. Make available land that is already in public ownership for targeted housing development. The identification of surplus properties has begun at the County level but no process exists for bringing these parcels into play.
- Reduce the cost of operating housing
    1. Pre-fund replacement reserves. The replacement reserves fund is a savings account that is supposed to be available to pay for predictable repairs and maintenance of major building systems. It is one of the expenses that is funded through rent collections. To the extent that it can be capitalized with grant funds it can be eliminated from the operating budget.
    2. Pre-fund an operating reserve. The operating reserve fund is a savings account that is available to cover unanticipated operating over-runs. It is one of the expenses that is funded through rent collections. To the extent that it can be capitalized with grant funds it can be eliminated from the operating budget. Moreover, if it can be created as an "annuity" it might be able to throw off income to the project, thus allowing the project to rent "at a loss" with respect to current rent collections.
  - Increase the availability of services to tenants of housing
    1. Attach services to housing. Identify new service dollars to attach to units of housing. This could be done on a "slot" basis (some number of \$ per unit), a modified "slot" basis (\$ per unit, modified by the presumed "difficulty" of the inhabitant of that unit), or a staff assignment basis (funds to support 1.0 FTE of staff for every x number of units).
    2. Develop and support strengths based tenant organizing. With the Oregon Health Plan as the dominant funding mechanism for services, medical necessity has become the organizing principle of the service system. The system needs to support proactive involvement of service staff with housing operators and their tenants.
    3. Encourage the use of peer resident assistants at housing sites. On-site peer assistance is an effective service delivery process. Peer resident assistants will need professional support and supervision, and will need some form of compensation (generally a reduction in rent) that will impact the budget of either the service system or the housing operator.
    4. Recognize that there is overlap between housing operation and service provision, and allow some flexibility in paying these costs from either housing or service budgets. When a project has rental assistance available, operations will pick up some of the costs in the grey area of role overlap. Conversely, when more intensive on-site services are necessary, the service system will pick up some of these costs.



## **How the mental health re-design adds value to housing development initiatives**

### **➤ Shared risk, reward, and accountability global funding alignment**

➤

- ✓ Performance based contracting
- ✓ Financial reward for good client outcomes, financial risk for poor outcomes
- ✓ Elimination of firewalls between existing service pool funding design

### **➤ Expanded outreach service capacities**

- ✓ Expanded service capacity
- ✓ Community based care versus office based
- ✓ Supportive in home care easier than street based care and yields better outcomes

DRAFT DRAFT

## HOUSING DEVELOPMENT OPTIONS CONTINUUM

TWO PARTY [-----] P A R T N E R S H I P S [-----] COUNTY ONLY INDEPENDENT

	STRAIGHT (Mkt. Rate) LEASE	Cost-Plus Lease	Catalyze w/surplus properties	99 year Land Lease	Multifamily Comm. Land Trust	Mixed Use/Condo Ownership	DEV./OWN/ MANAGE	Peer Lease (Oxford model)
Dept. Curr. Practices								
CJ	X						X	X
BD	X							
ADS	X							
LS						X		
CFS								
HS								
	<<<<<<<<<<						>>>>>>>>	
	Fewer units/\$ Low initial \$						More units/\$ High initial \$	Very cost effective but only certain populations
	AAAAAAAAAAAAA	AAAAAAAAAAAAA	AAAAAAAAAA	AAAAAAAAAA	AAAAAAAAAA	AAAAAAAAAA	AAAAAAAAAAAAA	AAAAAAAAAAAAA

## SERVICES



May 31,2001

I agree that we need to create some changes in the housing programs that we have in Portland now. I feel that not only has our population grown significantly, but so has our seniors (baby boomers) disabled and homeless. We need some serious changes and we need them as soon as possible. Camp Dignity speaks volumes for how our homeless are just "moved along" constantly without being helped out of their situation. When you talk to homeless people you find that the majority of them have just outlived their usefulness or are mental or disabled. There are several who have low paying jobs that cannot afford all the deposits and high rents. Sometimes we need to take a step back and look at the bigger picture. This is one of those times. We need to bring the agencies together to make things smoother and less complicated. All the paperwork and red tape involved intimidates a lot of people. Mental people don't always comprehend what all the paperwork is for, or how it affects them. People can't always read or fill out the forms. I also know some people, who have problems comprehending schedules, appointments, and the often times strict rules that landlords, housing or agencies put on them or the dwellings. Please, help in making Portland a better, fairer, nicer place to live for everybody!

Thank-you for listening to me. This issue is one of my biggest concerns. I know a lot of people who can benefit from these changes.

Thank-you  
Laddie Read

## Recommendation of the Supported Housing Workgroup

Submitted by Rachael Silverman, Co- Chair of the Supported Housing Workgroup

### **Short-Term Goal:**

*Identify the support service priorities for stabilizing people in current housing*

### Discussion

Decent affordable housing with support services is a fundamental component of a service system that supports recovery. Currently, many people with mental illness do not have adequate housing or are at risk of losing their housing due to unavailability of support services. Those who are in greatest need include persons who are homeless or at risk of eviction, those who are coming out of jails and those who are discharged from hospital and acute psychiatric settings.

### Prioritized Services for Accessing Housing

- Additional housing placement specialists
- Increased rent assistance and direct client assistance associated with move-in costs
- Additional attention, resources and coordination for "barrier busting" programs such as Fresh Start, Income to Rent reductions, and Rent and Damage Guarantees
- Focus on easy access and improved links between systems by funding "system navigators", that is, each consumer has one contact who can pull together what is needed
- Outreach, education and training for landlords
- Support services are required for some housing/programs

### Prioritized Services for Housing Stabilization

- Crisis Response Team
- Consistent outreach to tenants, similar to Unity's Community Residential Unit which would monitor the need for:
  - Housecleaning, empowering those tenants who can clean and cleaning services for those tenants who are not able to clean
  - Money management
  - Staff presence, to address behavioral issues
- Focus on easy access and improved links between systems by funding "system navigators", that is, each consumer has one person to contact who can pull together what is needed
- Outreach, education and training for landlords
- Crisis beds available that tenants can access while rent continues to be paid to landlord

### **Mid-Term Goal:**

*Make available mental health and housing support services to the six to eight hundred individuals in publicly owned and affordable units who need services. These individuals may not be clients of mental health agencies, so additional effort is required to link people with services. No existing units should be designated as special needs units,*

*however, mental health services should be available for all tenants in need who desire these services.*

#### Discussion

This goal is a slight reframe of the original goal of setting aside existing units for special needs. Based on conversations with Central City Concern, REACH Community Development and the Housing Authority, we know that there are many individuals in housing who are not linked to services but need and want them. Instead of placing people in designated units, we recommend that the services follow the person. While we are not in the position to do a survey to determine exact need, we recommend that a process be developed to link these individuals to services. This goes beyond the number of individuals the County plans to serve in their application for state funds, as many of those individuals are already linked to services. Strategies and outcomes related to housing stabilization are critical.

#### **Long-Term Goal:**

*In order to fully utilize current, as well as create additional, housing development funds, reduce significant barriers to developing special needs housing by creating a special needs housing development workgroup to include Portland Development Commission, Housing and Urban Development, City of Portland Bureau of Housing and Community Development, Multnomah County Behavioral Health Division, Multnomah County Community Development, City of Gresham, the Housing and Community Development Commission Housing Evaluation Group, the Department of Justice, the Housing Authority of Portland, Oregon Housing and Community Services, Oregon Department of Human Resources Mental Health and Developmental Disabilities Services Division, managed care organizations, tenant advocacy, and development and provider stakeholders. The charge of this group is to refine and implement the following recommendations for incenting the development of 200 housing units a year.*

#### Discussion

In order to create sufficient access to affordable housing, more affordable housing units must be created. In the process of accessing resources from federal, state, local and private sources, the following strategies will incent housing development for special needs organizations.

#### Recommendations for Incenting Housing Development for Persons Having Special Needs

- Reduce the cost of development
  1. Reduce money and time-gobbling regulation. This is a gripe of mainstream developers, as well.
  2. Provide more public equity; these projects need to be debt free. The availability of grant funds for housing development is crucial to developing low-rent projects. While there are currently adequate "set-aside" funds, a surge of additional development activity will quickly outstrip the supply of funds.

3. Pool funds from traditional development streams to simplify and streamline the application process. The current emphasis on leverage is a shell game that increases project complexity and development timelines. Funds from the "usual suspects" should be blended at the funder level.
4. Adopt local priorities that encourage mental health housing.
5. Make available land that is already in public ownership for targeted housing development. The identification of surplus properties has begun at the County level but no process exists for bringing these parcels into play.
6. Strongly encourage and address partnerships and collaboration where appropriate to streamline development projects between non-profit agencies, governmental organizations and private developers.
7. Encourage funds to support mixed income and mixed use housing development.

\* • Reduce the cost of operating housing by integrating service funding streams and capital funding streams up-front, thereby lowering rents

1. Pre-fund replacement reserves. The replacement reserves fund is a savings account that is supposed to be available to pay for predictable repairs and maintenance of major building systems. It is one of the expenses that are funded through rent collections. To the extent that adequate replacement reserves can be capitalized up front with grant funds they can be eliminated from the operating budget as one way to keep rents low enough to realistically serve the target population.
2. Capitalize an operating reserve at project inception. The operating reserve fund is a savings account that is available to permit a project to pencil with a rent structured below per-unit operating costs where that is necessary to serve the target population. To the extent that it can be capitalized with grant funds it can be eliminated from the operating budget. Moreover, if it can be created as an "annuity" it might be able to throw off income to the project, thus allowing the project to rent "at a loss" with respect to current rent collections. This is a more permanent way to achieve the same goal as project-based rent assistance. Since operating and service expenses are often interrelated, traditional services funding streams should be made available to capitalize operating costs up front and thus achieve the objective of low rent and supportive services for special needs projects.

- 3. Tax exemptions should be available for projects for all of Multnomah County.
- 4. Strongly encourage partnerships and collaboration where appropriate in providing management and supportive services.

\* • Increase the availability of services to tenants of housing to promote stability and better integrate funding streams

1. Identify new service dollars to support units of housing. This could be done on a "slot" basis (some number of \$ per unit), a modified "slot" basis (\$ per unit) or a staff assignment basis (funds to support 1.0 FTE of staff for every x number of units).
2. Develop supportive communities to reduce operating costs and support strengths-based tenant organizing. This will also increase positive housing outcomes. With

V. IMP

\* NOT  
ASSESSABLE

(MEDICAID)

\* the Oregon Health Plan as the dominant funding mechanism for services; medical necessity has become the organizing principle of the service system. The system needs to support proactive involvement of service staff with housing operators and their tenants to build housing stability as a viable, measurable housing outcome.

3. Encourage the use of peer resident assistants at housing sites by funding support for this efficient system. On-site peer assistance is an effective service delivery process. Peer resident assistants will need professional support and supervision, and will need compensation that will impact the budget of one element, either the service system or the housing operator.
4. Recognize that there is overlap between housing operation and service provision, and allow some flexibility in paying these costs from either housing or service budgets by integrating these streams at the project level. When a project has rental assistance available, operations will pick up some of the costs in the gray area of role overlap. Conversely, when more intensive on-site services are necessary, the service system will pick up some of these costs.

#### IN ADDITION

The Supported Housing Workgroup believes that Multnomah County should advocate and work with funders at the national, state and local level to increase and maintain resources available for housing and services. This includes working with Congress to address the Shelter Plus Care and the McKinney program, Section 811 funding, mainstream vouchers and subsidized affordable housing. It also includes working with the state legislature to enhance and secure the housing trust fund and multiple offices within local government.

An ongoing special needs housing policy and implementation review board should be established to coordinate discussion on special needs housing and make recommendations to local government, providers and developers. This board could be established as a subcommittee of an existing commission or organization.



Multnomah County Oregon

**Board of Commissioners & Agenda**

connecting citizens with information and services

Back

**Multnomah County Adopted Documents**

Document Detail	
Type:	Resolution, Order or Proclamation
Date:	12/07/2000
Number:	00-194
Title:	PROVIDING POLICY DIRECTION FOR A RESTRUCTURED MENTAL HEALTH SYSTEM THAT MEETS THE VISION STATEMENT ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 28, 2000
Text:	<p>BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON</p> <p>RESOLUTION NO. 00-194</p> <p>Providing Policy Direction for a Restructured Mental Health System that meets the Vision Statement Adopted by the Board of County Commissioners on September 28, 2000</p> <p>The Multnomah County Board of Commissioners Finds:</p> <p>a. On March 30, 2000, the Multnomah County Mental Health Task Force, appointed by the Board of County Commissioners, issued a report identifying significant problems with the County's mental health system and making recommendations for an overhaul of the system.</p> <p>b. In response to the Task Force's report, on May 4, 2000 the Board of County Commissioners passed Resolution 00-063 creating a Mental Health Design Team "to work with county, state, and community personnel to develop short and long term action plans to improve County mental health services."</p> <p>c. On September 28, 2000, the Board of County Commissioners passed Resolution 00-161 adopting a vision statement for a consumer and family-centered mental health system based on the recommendations of the Design Team. This vision statement emphasizes rehabilitation and recovery for adult consumers and a system of care for consumers who are children.</p> <p>d. Through the Design Team, numerous stakeholders have worked to develop plans, priorities and options for restructuring the public mental health system in</p>

6. Multnomah County will utilize the tools of continuous quality improvement, as embodied in the RESULTS initiative, to overcome inflexible regulations, complex government requirements and additional barriers faced by other jurisdictions in their efforts to implement county-run mental health organizations.

7. The redesigned mental health organization will:

? manage risk in such a way as to provide incentives that reward the attainment of positive outcomes, including reduced hospital stays, coordinated care, and other goals consistent with the vision adopted by the County; ? develop an integrated management information system that will allow it to effectively manage risk and utilization; ? reduce existing layers of administrative overhead and expense by contracting directly with entities providing services and minimize the use of financial intermediaries, such as mental health networks; ? work with provider organizations to reduce hospitalizations, develop an integrated provider network that will improve coordination of care, reduce administrative expenses, increase access to care, promote sharing of information technology and increase capacity for risk bearing or risk sharing; ? fully integrate the Crisis Triage Center into a unified system of care and assure that crisis response and stabilization services are responsive, timely and cost effective; ? reduce hospital utilization by implementing a range of mid-level services including housing, intensive case management and respite beds; ? work to improve the integration of mental health services with physical health and alcohol and drug services.

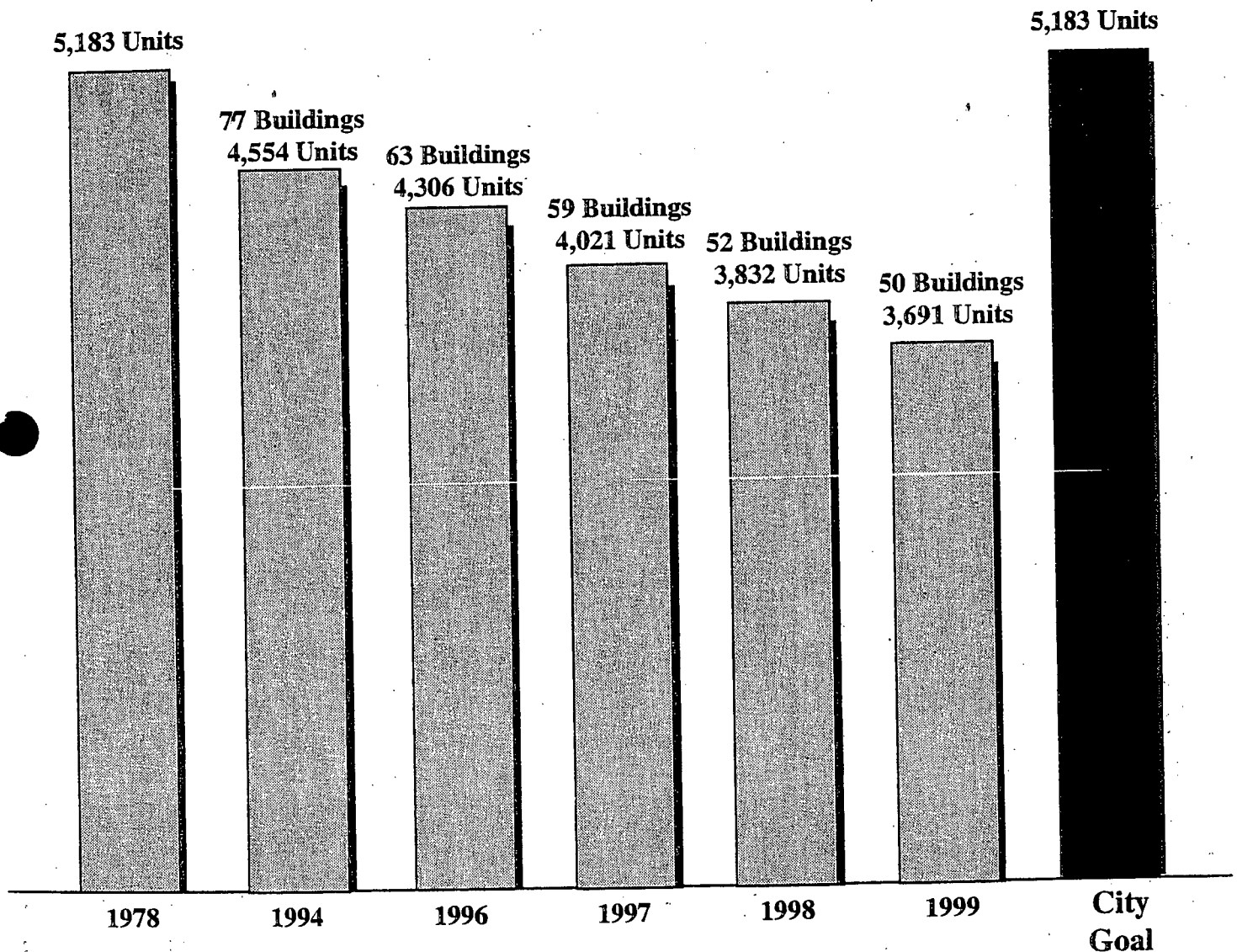
8. The Director of the Department of Support Services, in coordination with the redesigned mental health organization, will present a report to the Board of County Commissioners regarding options for Multnomah County to bear the risk related to the operation of a mental health organization, including estimates of the cost of reinsurance. The risk options report will be presented to the Board and the Mental Health Coordinating Council no later than February 2001.

9. The Director of the Department of Support Services will present to the Board no later than February 1, 2001 baseline mental health consumer satisfaction and performance measurement data that has been gathered by the State of Oregon Office of Mental Health Services. The report will include recommendations as to additional data that may be necessary for effective management of the local mental health system.

10. Pursuant to the recommendation of the Supported Housing Workgroup of the Mental Health Design Team, the Board of County Commissioners, with assistance from the Department of Environmental Services, will convene a meeting of key decision makers before April 1, 2001 in order to develop specific strategies for increasing the supply of special needs housing in Multnomah County.

11. The Board of County Commissioners will continue to direct resources to the Children's Mental Health Partnership and the Early Childhood Mental Health Partnership and will encourage other partners to continue and expand their support.

## THE TREND IN PORTLAND: LOSS OF UNITS



Total Units of Affordable Housing in Downtown Portland  
by Year

Source: NW Pilot Project 1999 Downtown Affordable Housing Inventory





## **MULTNOMAH COUNTY OREGON**

June 15, 2001

Contact: R. Peter Wilcox, Director of Housing  
Multnomah County Department of Sustainable Community Development  
503-988-6299

### **Community leaders to meet on special needs housing**

**WHO:** Multnomah County Board of Commissioners, community leaders, policy-makers, and housing service providers

**WHAT:** Key Leaders Summit on special needs housing

**WHEN:** Monday, June 25, 2001  
12:00 pm – 4:30 pm

**WHERE:** OMSI Auditorium  
1945 SE Water Avenue  
Portland, Oregon

The Multnomah County Board of Commissioners will host the Key Leaders Summit on Special Needs Housing to discuss strategies for increasing the supply of special needs housing, especially for those with mental illness. Attendees will include local elected officials, housing leaders from government and nonprofit organizations, and consumer representatives.

Topics to be discussed include:

- Better links to services and housing to create incentives for more development of supportive housing
- Breaking down barriers to special needs housing through more effective partnerships
- Increasing resources or better use of existing resources, both dollars and land

Multnomah County Chair Diane Linn states, "With this summit, we are bringing together housing leaders from across the county to address a very serious housing shortage for some of the most vulnerable members of our community: those who are mentally ill, homeless, or with physical disabilities. Decent affordable housing with support services, including alcohol and drug-free housing, is a critical and fundamental need."

###



Department of Sustainable Community Development

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**MULTNOMAH COUNTY OREGON**

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501 SE Hawthorne Blvd, Suite 320  
Portland, Oregon 97214  
(503) 988-5000 phone  
(503) 9848-3048 fax

May 25, 2001

Dear Key Housing Leader:

Action by the Multnomah County Board of Commissioners last year has provided a unique opportunity to make a significant and lasting contribution to the quantity and quality of special needs housing available to very low income County residents. Your participation is needed to capitalize on this opportunity and dramatically improve our system of adding special needs housing to the currently inadequate supply in Multnomah County.

We are writing to request your participation in a Key Leaders Summit on Special Needs Housing, which has been re-scheduled to Monday, June 25, 2001 from noon until 4:30pm at OMSI. We know that you have a full schedule. However, your special expertise is crucial to bringing about better future coordination of housing and related services. All of the Board of Commissioners will be participating, including the new Chair, Diane Linn, and Commissioner, Maria Rojo de Steffey, as well as other state and regional elected officials.

Your perspective on an effective strategy is an especially important part of the transformation process the Board of County Commissioners has envisioned and begun in staff work undertaken in preparation for the Key Leaders Summit next month. Briefing materials and an agenda for the half-day session will be sent soon. Our ability to complete the agenda will depend on all of us preparing ahead of time by studying these materials.

Thank you in advance for your participation in this important process. We know this work can leave a legacy of greatly improved lives to area residents with special needs. It also offers the opportunity to use our public resources in the most efficient manner possible.

Lunch will be provided. RSVP by June 15th to R. Peter Wilcox, Director of Housing, for a reservation. Please do not hesitate to call him at (503) 988-6299 if you have any questions about the meeting.

Sincerely,

Bill Farver, Interim Chair  
Multnomah County

Pauline Anderson, Interim Commissioner  
District 1

Serena Cruz, Commissioner  
District 2

Lisa Naito, Commissioner  
District 3

Lonnie Roberts, Commissioner  
District 4

## BOGSTAD Deborah L

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**From:** FARRELL Delma D  
**Sent:** Thursday, May 24, 2001 8:02 AM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Key Leaders Housing Summit

AGENDA For  
6/25/01

ok - I'll ask Mike Oswald to provide a minute taker/recorder.

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, May 24, 2001 7:58 AM  
**To:** FARRELL Delma D  
**Subject:** RE: Key Leaders Housing Summit

The County's new Housing Director Peter Wilcox set this up at the Board's direction. All the Commissioners will be attending, along with other elected officials and community partners. Scroll down below to his email to Tom where he outlines his agenda. Here is the stuff he provided me regarding the summit:

<< File: KLSInvitation4.doc >> << File: KLS Invitee List.doc >>

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Blvd., Suite 600 (503/600)  
Portland, Oregon 97214  
phone (503) 988-3277 fax (503) 988-3013  
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

**From:** FARRELL Delma D  
**Sent:** Wednesday, May 23, 2001 3:27 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Key Leaders Housing Summit

Rather than us trying to find someone to do this --- we should ask DCSD to do that - if you get me the information - I'll talk to them.

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Wednesday, May 23, 2001 3:21 PM  
**To:** SPONSER Thomas  
**Cc:** RYAN Matthew O; FARRELL Delma D  
**Subject:** RE: Key Leaders Housing Summit

good - I'll try to find someone to do it - thanks.

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214  
(503) 988-3277 phone  
(503) 988-3013 fax  
[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

-----Original Message-----

**From:** SPONSER Thomas  
**Sent:** Wednesday, May 23, 2001 3:12 PM  
**To:** BOGSTAD Deborah L  
**Cc:** RYAN Matthew O  
**Subject:** RE: Key Leaders Housing Summit

You do not have to take the minutes; someone from DSCD could. Also, they need not be detailed-

commissioners & others in attendance, topics discussed etc. Since it will not be a regular meeting, no decisions may be taken.

*Thomas Sponsler*  
*Multnomah County Attorney*  
*Ph: 503.988.3138 Fx: 503.988.3377*  
*thomas.sponsler@co.multnomah.or.us*

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Wednesday, 23 May, 2001 3:09 PM  
**To:** SPONSLER Thomas  
**Subject:** RE: Key Leaders Housing Summit

You told me that before didn't you? I'm going crazy with all these meetings! Thanks so much for being patient with me Tom.

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214  
(503) 988-3277 phone  
(503) 988-3013 fax  
[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

-----Original Message-----

**From:** SPONSLER Thomas  
**Sent:** Wednesday, May 23, 2001 3:06 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Key Leaders Housing Summit

Yes, since this is a county sponsored meeting that all commissioners are invited, it is a county public meeting and needs to be on the Board agenda. Since it is a county public meeting, minutes need to be taken.

*Thomas Sponsler*  
*Multnomah County Attorney*  
*Ph: 503.988.3138 Fx: 503.988.3377*  
*thomas.sponsler@co.multnomah.or.us*

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Wednesday, 23 May, 2001 2:57 PM  
**To:** SPONSLER Thomas  
**Subject:** FW: Key Leaders Housing Summit

Tom - no rush - but before June 13th, would you let me know if I have to 1) put this June 25 "Housing Summit" on the Board agenda, and 2) try to take minutes at the summit. Thanks!

Deb Bogstad, Board Clerk  
Multnomah County Chair's Office  
501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214  
(503) 988-3277 phone  
(503) 988-3013 fax  
[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

-----Original Message-----

**From:** WILCOX R Peter

**Sent:** Wednesday, May 23, 2001 2:52 PM  
**To:** BOGSTAD Deborah L  
**Subject:** Key Leaders Housing Summit

Deb, you asked for information on the key leaders housing summit. Attached is the invitation letter, now circulating for signature by all of the BCC and mailout tomorrow (hopefully).

<< File: KLSInvitation4.doc >>

As you can see it will be at OMSI, in an accessible, on-grade location with accessible lavs.

The agenda is essentially as follows:

1) All 75 folks together in a room for one hour for a briefing over a catered lunch. Preliminary invitee list attached:

<< File: KLS Invitee List.doc >>

- 2) 10 minute break while room is broken up into four smaller rooms.
- 3) Five breakout working groups each meet, one to a room except for one room where there will be two workgroups. There will be one commissioner per workgroup. This segment lasts about 1 hour and 15 mins.
- 4) 10 minute break while room is broken up into four smaller rooms.
- 5) Back together in one big room while each of five workgroups presents. Approx. 1 hour.
- 6) Public commentary period of approximately 30 mins.
- 7) "Agreements and commitments" segment. We are hoping to have county, cities, state, non-profit leaders agree to general goals and to assign staff to work on an on-going effort to build more supported housing for those with special needs.

That's it. Let me know if you need any more information or have any questions. I'm at 8-6922.

Peter Wilcox  
Housing Director