

INDEX Side A

INDEX Side B

Code Hearings Office

8/25/95

ANNA DUONG THI
PHUONG HANG

Duplicate

542 standard dictating cassette

INDEX Side A

INDEX Side B

Code Hearings Office

9/22/95

ROBERT W.
BURWELL

Duplicate

542 standard dictating cassette

ANNOTATED MINUTES

*Tuesday, October 3, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Briefing and Discussion of the County Non-Profit Partnership for Development of Edgefield Children's Campus. Presented by Meganne Steele.*

MEGANNE STEELE ACKNOWLEDGED CONTRIBUTIONS OF CHRIS TEBBEN, BARRY CROOK, LARRY KRESSEL, JOANNE FULLER, WAYNE GEORGE, BOB OBERST, ANN SHERMAN, PAT CLANCY, JIM BEDNARK, VALERIE THOMASON, SARAH COGAN, LESLIE HAINES, WAYNE BENBOLT, BILL CORMACK, DENNIS MORROW AND JAY BLOOM. MS. STEELE, JANICE GRATTON, DAVID FUKS, STEVE GREGG, ELYSE CLAWSON, DAVE BOYER AND HOWARD KLINK PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 Briefing and Discussion on the Status of the RESULTS Roadmap Document. Presented by Chair Beverly Stein, Melinda Petersen, Barry Crook and Curtis Smith.*

BEVERLY STEIN, MELINDA PETERSEN, CURTIS SMITH AND BARRY CROOK PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

*Thursday, October 5 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 AND C-2) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-1 *Appointment of Mary Rose Navarro to the COMMUNITY ACTION COMMISSION*

SHERIFF'S OFFICE

C-2 *Intergovernmental Agreement, Contract #800566, between the Housing Authority of Portland, City of Portland, Police Bureau and Multnomah County Sheriff's Office to Provide Law Enforcement and Prevention Services to the Housing Authority Properties*

REGULAR AGENDA

PUBLIC COMMENT

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

RICHARD KOENIG COMMENTED AND SUBMITTED WRITTEN MATERIAL REGARDING THE FAMILY SERVICES MEDIATION PROGRAM.

NON-DEPARTMENTAL

R-2 *RESOLUTION Establishing a County/Non-Profit Financial and Programmatic Partnership for the Development of a Regional Children's Campus, Including a Contract for Lease/Purchase of Land and Buildings to the Edgefield Land Trust (continued from Thursday, September 28, 1995)*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED,

APPROVAL OF R-2. MEGANNE STEELE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. DAVID FUKS, JIM BEDNARK, STEVE GREGG AND JAY BLOOM TESTIMONY IN SUPPORT. BOARD COMMENTS IN SUPPORT. RESOLUTION 95-219 UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-3 *Approval of a Notice of Intent to Submit an Application to the Affordable Housing Program through the Federal Home Loan Bank for \$80,000 for the Willow Tree II Property*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. CHAIR STEIN EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-5 *Budget Modification NOND 3 Requesting Authorization to Transfer \$75,000 from General Fund Contingency to the Chair's Office Budget to Fund a Strategic Investment Program Coordinator Position and Associated Costs*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. FOLLOWING BOARD DISCUSSION AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED TO ADD THE FOLLOWING LANGUAGE: "AS THE BOARD OF COUNTY COMMISSIONERS, IT IS OUR INTENT TO CREATE A SEPARATE FUND TO RECEIVE THE COMMUNITY SERVICE FEES DURING THE NEXT BUDGET CYCLE AND THAT THIS BE CONSIDERED A LOAN FROM THE COMMUNITY SERVICE FEE." COMMISSIONERS COLLIER AND KELLEY EXPLANATION. CHAIR STEIN ADVISED IT IS HER INTENT TO NOT KEEP THIS POSITION IN HER OFFICE. CHAIR STEIN AND COMMISSIONER COLLIER EXPLANATION IN

RESPONSE TO VARIOUS CONCERNS OF COMMISSIONER SALTZMAN. CHAIR STEIN ADVISED SHE WILL PROVIDE BOARD WITH THE STATUS AND DESCRIPTION OF THE SCHOOL LIAISON POSITION. BUDGET MODIFICATION UNANIMOUSLY APPROVED, AS AMENDED.

R-4

Board Decision Regarding Appeal of Anna Duong-Thi Phuong-Hang from Hearings Officer Decision on Adult Care Home License: OPTION 1 Hold a Hearing to Accept Evidence or Argument on this Appeal; OR OPTION 2 Decide this Appeal on the Record that has Already been Created.

LEGAL COUNSEL PETE KASTING, EXPLANATION OF BOARD PROCEDURAL OPTIONS. FOLLOWING BOARD AND COUNSEL DISCUSSION, COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO DECIDE THE MATTER ON THE RECORD WITH NO ADDITIONAL EVIDENCE OR ARGUMENT. MR. KASTING AND CHAIR STEIN RESPONSE TO COMMISSIONER SALTZMAN'S SUGGESTION THAT THE BOARD CONSIDER HOLDING A DE NOVO HEARING. CHAIR STEIN AND MR. KASTING RESPONSE TO QUESTION OF COMMISSIONER KELLEY REGARDING PROCESS. MOTION UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION, COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO AGREE, ON A PRELIMINARY BASIS, WITH THE HEARINGS OFFICERS DECISION, AFFIRMING DENIAL OF THE APPLICATION OF ANNA DUONG-THI PHUONG-HANG FOR AN ADULT HOME CARE LICENSE. BOARD DISCUSSION. CHAIR STEIN AND LARRY KRESSEL RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MOTION UNANIMOUSLY APPROVED. MR. KASTING TO DRAFT FINDINGS AND FINAL ORDER FOR BOARD CONSIDERATION ON THURSDAY, OCTOBER 12, 1995.

The regular meeting was adjourned at 10:20 a.m. and the work session convened at 10:30 a.m.

Thursday, October 5, 1995 -10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

WORK SESSION

WS-1 *Benchmark Forum on Domestic Violence: Current Conditions, Systems, Trends and Needs. This is the First of a Three Part Series of Forums During October, 1995 Focusing on the County's Urgent Benchmark Goals to Reduce Domestic Violence and Elder Abuse.*

**CHIQUITA ROLLINS, VERA POOL, ROBIN SELIG,
MIKE SCHRUNK, PAT HILL, DOTTY SMITH AND
BELLE BENNETT PRESENTATION AND
RESPONSE TO BOARD QUESTIONS AND
DISCUSSION. ADDITIONAL FORUMS ON
DOMESTIC VIOLENCE SCHEDULED FOR
THURSDAY, OCTOBER 12, 1995 AND TUESDAY,
OCTOBER 31, 1995.**

*There being no further business, the work session was adjourned at
11:55 a.m.*

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (530) 248-5262

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

OCTOBER 2, 1995 - OCTOBER 6, 1995

Tuesday, October 3, 1995 - 9:30 AM - Board Briefings.....Page 2

Thursday, October 5, 1995 - 9:30 AM - Regular Meeting.....Page 2

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, October 3, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

- B-1 *Briefing and Discussion of the County Non-Profit Partnership for Development of Edgefield Children's Campus. Presented by Meganne Steele. 45 MINUTES REQUESTED.*
- B-2 *Briefing and Discussion on the Status of the RESULTS Roadmap Document. Presented by Chair Beverly Stein, Melinda Petersen, Barry Crook and Curtis Smith. 10:30 TIME CERTAIN. 1 HOUR REQUESTED.*
-

Thursday, October 5 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Appointment of Mary Rose Navarro to the COMMUNITY ACTION COMMISSION*

SHERIFF'S OFFICE

- C-2 *Intergovernmental Agreement, Contract #800566, between the Housing Authority of Portland, City of Portland, Police Bureau and Multnomah County Sheriff's Office to Provide Law Enforcement and Prevention Services to the Housing Authority Properties*

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

R-2 *RESOLUTION Establishing a County/Non-Profit Financial and Programmatic Partnership for the Development of a Regional Children's Campus, Including a Contract for Lease/Purchase of Land and Buildings to the Edgefield Land Trust (continued from Thursday, September 28, 1995)*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-3 *Approval of a Notice of Intent to Submit an Application to the Affordable Housing Program through the Federal Home Loan Bank for \$80,000 for the Willow Tree II Property*

NON-DEPARTMENTAL

R-4 *Board Decision Regarding Appeal of Anna Duong-Thi Phuong-Hang from Hearings Officer Decision on Adult Care Home License: **OPTION 1** Hold a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already been Created. **10:00 AM TIME CERTAIN REQUESTED.***



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (530) 248-5262

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

SUPPLEMENTAL AGENDA

Thursday, October 5, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

NON-DEPARTMENTAL

R-5 Budget Modification NOND 3 Requesting Authorization to Transfer \$75,000 from General Fund Contingency to the Chair's Office Budget to Fund a Strategic Investment Program Coordinator Position and Associated Costs

Thursday, October 5, 1995 -10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

WORK SESSION

WS-1 Benchmark Forum on Domestic Violence: Current Conditions, Systems, Trends and Needs. This is the First of a Three Part Series of Forums During October, 1995 Focusing on the County's Urgent Benchmark Goals to Reduce Domestic Violence and Elder Abuse. 90 MINUTES REQUESTED.

Meeting Date: **OCT 05 1995**
Agenda No. : C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 10/5/95
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Appointment of Mary Rose Navarro to Seat #5/Private Sector of the Community Action Commission for a term ending 9/30/97.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Allen

OR

MANAGER: _____

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.
forms\apf.doc

MULTI-COUNTY
COUNTY
OCT 05 1995
10 5 1995
10 5 1995



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

B. Name Mary Rose Navarro

Address 2202 NE Everett

City Portland State OR Zip Code 97232

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

Home Phone 235-1565

C. Current Employer Friends of Trees

Address 2730 NE Martin Luther King Blvd

City Portland State OR Zip Code 97212

Your Job Title Project Coordinator

Work Phone 282-8846 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

CONTACT: DANA BROWN, STAFF
MCCAC
426 SW STARK, 6TH FLOOR
PORTLAND OR 97204
248-5464 x4780 / 248-3332 (FAX)

OFFICE OF THE MULTNOMAH COUNTY CHAIR
1120 SW FIFTH, ROOM 1410
PORTLAND, OREGON 97204
(503) 248-3308

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer activities and any organizations with which you are affiliated.

Name of Organization	Dates	Responsibilities
Multnomah Co. Landlord-Tenant Mediation Prog.	9-94 to 3-95	Volunteer Mediator
Campaign for Open Space, Parks, and Streams	12-94 to 5-95	Volunteer
Friends & Advocates of Urban Natural Areas	1990-1993	Steering Committee/Board member

F. Please list all post-secondary school education and any training experiences.

Name of School	Dates	Responsibilities
Purdue University	1985-1990	Degree - Landscape Arch.
Portland State Univ.	1992-1994	Degree - Masters in Urban Planning Graduate Assistant
PSU-Extended Studies Prog.	June 1993	Mediation Certificate
Oregon Community Foundation	May 1994 & June 1995	Community Organizing trainings

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

Kathrine Turner 4406 SE Lincoln 97215 234-7958
 Richard Seidman 4541 NE 20th 97211 288-1692 (L)
 282-8846 (w)

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

I. Affirmative Action Information

Female/Hispanic
 sex/racial ethnic background

Birth date: Month 10 Day 21 Year 66

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

Signature _____ Date _____

CONTRACT #800566

MEETING DATE: OCT 05 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Housing Authority of Portland, City of Portland - Police Bureau, and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: October 5, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental Agreement, Contract #800566, between the Housing Authority of Portland, City of Portland - Police Bureau, and the Sheriff's Office, to provide Law Enforcement and Prevention Services to the Housing Authority Properties, for the period of July 1, 1995 through June 30, 1996.

CONSENT

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Mel Hedgpeth
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 6/93

1995 SEP 26 AM 8 11
MULTI-COUNTY
COUNTY COMMISSIONERS
OFFICE

10-5-95 Returned Originals to Larry Aab.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800566

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>10/5/95</u></p> <p><u>Carrie A. Parkerson</u></p> <p>BOARD CLERK</p>
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Department SHERIFF'S OFFICE Division ENFORCEMENT Date SEPTEMBER 15, 1995

Contract Originator COMMANDER MEL HEDGPETH Phone 251-2523 Bldg/Room 313/

Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room 313/231

Description of Contract PROVIDE LAW ENFORCEMENT AND PREVENTION SERVICES TO THE HOUSING AUTHORITY OF PORTLAND. THIS CONTRACT INCLUDES CITY OF PORTLAND-POLICE BUREAU'S PARTICIPATION.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name HOUSING AUTHORITY OF PORTLAND

Mailing Address 8920 N WOOLSEY AVE
PORTLAND OR 97203

Phone 228-2178 PAUL PARKER

Employer ID# or SS# _____

Effective Date JULY 1, 1995

Termination Date JUNE 30, 1996

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager *Mel Hedgpeth*

Purchasing Director (Class II Contracts Only) _____

County Counsel *[Signature]*

County Chair / Sheriff *[Signature]*

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

Encumber: Yes No

Date _____

Date 9/25/95

Date 10/5/95

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	025	3150			2030					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), the City of Portland ("CITY"), 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, the City of Portland is a municipal corporation 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, 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 in the city of Portland operates housing developments known as Columbia Villa/Tamarack ("CV/T"), consisting of 598 units and housing approximately 1650 residents; and

WHEREAS, HAP has received a federal grant under the Public Housing Drug Elimination Program, operated by Housing and Urban Development; and

WHEREAS, HAP desires to contract with MCSO and CITY for law enforcement and drug prevention services at CV/T; and

WHEREAS, MCSO and CITY are 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:

1 **Law Enforcement Services**

- 2 1. MCSO and CITY agree to operate the Columbia Villa Safety
3 Action Team ("SAT"), consisting of Deputy Sheriff's,
4 Portland Police Bureau (PPB) police officers and Community
5 Services Officers ("CSO's") committed to working together
6 toward a comprehensive, community-based approach toward law
7 enforcement and drug prevention.
- 8 2. MCSO and CITY agree to provide at CV/T a community policing
9 model which emphasizes reducing drug-related crime, solving
10 problems, involving and empowering residents, being
11 accessible to the resident community, and integrating law
12 enforcement officers in the process of referring residents
13 in need to appropriate health and social service providers.
- 14 3. MCSO and CITY agree to provide seven-day-a-week law
15 enforcement presence at CV/T. Actual shifts and hours
16 worked by law enforcement personnel may vary to meet the
17 demands of HAP and MCSO and PPB management.
- 18 4. MCSO agrees to provide a sergeant (supervisor) who will have
19 sufficient night patrol time to become and remain familiar
20 with swing shift assignment. All sworn personnel will plan
21 for occasional unexpected patrol presence, to reduce the
22 predictability of law enforcement presence.
- 23 5. MCSO and CITY agree to support HAP by enforcing trespass
24 laws and assisting HAP in enforcing HAP's eviction policy.
- 25 6. MCSO and CITY agree that SAT deputy sheriff's and police
26 officers will submit to the SAT sergeant records of their
27 daily activity at the end of their shift. Each deputy or
28 officer will report the number and types of arrests made
(e.g., felony, misdemeanor, juvenile, or traffic), non-
criminal types of activity (e.g., number of abandoned
vehicles tagged and towed), and persons contacted during the
shift (e.g., merchants, tenants, truants, "at risk"
juveniles, and parents of "at risk" juveniles). The SAT
CSO's will keep records, based on goals and priorities
established by the parties, which indicate the number and
type of interventions and referrals made. Such records
shall also indicate the date and time of initial contact
between assigned personnel and a resident.
7. MCSO agrees that at the end of each month the SAT will
continue producing a detailed, monthly activity report
reflecting a summary of records described in section 6. The
SAT supervisor will work with HAP management to publish a
monthly activity report and to produce other reports and
records as needed or required by the HAP/HUD/PHDEP program.

1 **Prevention Services**

- 2 8. MCSO and CITY agree to plan and organize for youth events
3 and activities which promote empowerment, reduce risk
4 factors and strengthen protective factors, consistent with
5 the "Risk Factor" model of drug/alcohol prevention.
- 6 9. MCSO and CITY agree to develop and implement, with the
7 active participation of youth, a variety of sporting,
8 recreational, cultural and youth leadership activities; and
9 develop support groups as needed.
- 10 10. MCSO and CITY agree to assist youth to access the Youth
11 Empowerment Fund ("YEF").
- 12 11. MCSO and CITY agree to assist families with drug and alcohol
13 addiction problems and other associated problems through
14 referral to an appropriate treatment or social service
15 agency.
- 16 12. MCSO and CITY agree to help families experiencing
17 exceptional economic hardship to access goods, services, and
18 job opportunities.
- 19 13. MCSO and CITY agree to work with schools on attendance
20 issues. MCSO agrees to work closely with Roosevelt High
21 School, which monitors an attendance tracking system for
22 students of Columbia Villa. When appropriate the CSO's will
23 transport truants to school. MCSO will offer assistance to
24 the Portsmouth Middle School Dance Club, comprised mostly of
25 girls residing at Columbia Villa/Tamarack. The CSO will
26 conduct follow-up home visits of truants, and will refer at-
27 risk individuals to the youth programs offered at the nearby
28 University Park Recreation Center. The CSO may refer to the
Job Corps persons who are having educational difficulty, but
who can no longer enroll in school.
14. MCSO and CITY agree to mediate conflicts between youth and
family members. In resolving family conflicts, MCSO will
encourage a "team" approach, involving the family and
assisting agencies to determine the most appropriate
resolution of the conflict.

23 **Reserve Officers**

- 24 15. In addition to the assigned personnel provided under this
25 Agreement, MCSO and CITY agree to make a good faith effort
26 to periodically assign some reserve officers to CV/T based
27 on the needs of HAP, MCSO, CITY and availability of
28 personnel.

1 PERSONNEL MATTERS

- 2 16. MCSO agrees to provide for the performance of the duties
3 hereunder two (2) FTE Deputy Sheriffs, one-half (.5) FTE
4 Sergeant, and one (1) FTE Community Services Officer. CITY
5 agrees to provide for the performance of this duties
6 hereunder one (1) FTE police officer. These persons are
7 hereinafter referred to as "ASSIGNED PERSONNEL." For the
8 purpose of this section, one (1.0) FTE position means an
9 employee who is regularly scheduled to work at least 40
10 hours per week.
- 11 17. The parties agree to permit the Columbia Villa Resident
12 Council and on-site HAP management to meet and interview any
13 prospective ASSIGNED PERSONNEL prior to assignment as
14 ASSIGNED PERSONNEL. The parties further agree to consider
15 the desires of the Resident Council and HAP management in
16 making assignments, but that final authority for assigning
17 ASSIGNED PERSONNEL remains with the assigning agency.
- 18 18. MCSO and CITY agree to plan for some specified overlap time
19 when prevention and law enforcement personnel work together,
20 and when prevention workers work with youth after school
21 during the school year.
- 22 19. MCSO and CITY agree that the Deputy Sheriffs, Sergeant and
23 police officer provided as ASSIGNED PERSONNEL shall be
24 certified as a police officer by the Board of Public Safety
25 Standards and Training.
- 26 20. MCSO, CITY and HAP agree that the ASSIGNED PERSONNEL
27 provided hereunder by MCSO shall be and remain employees of
28 the COUNTY or CITY, respectively. The ASSIGNED PERSONNEL
shall be supervised by MCSO and shall perform their duties
in accordance with the administrative and operational
procedures of MCSO. If MCSO operational procedures conflict
with PPB operational procedures, MCSO and CITY agree to meet
and confer to resolve any conflict in procedures.
- 21 21. HAP does not assume any liability for the direct payment of
22 any wages, salaries or other compensation to ASSIGNED
23 PERSONNEL performing services pursuant to the terms of this
24 Agreement or for any other liability not provided for in
25 this Agreement.
- 26 22. The COUNTY and CITY shall maintain Workers' Compensation
27 insurance coverage for their ASSIGNED PERSONNEL, either as a
28 carrier insured employer or a self-insured employer as
provided in ORS chapter 656.

1 23. MCSO, CITY and HAP agree that matters concerning direct or
2 indirect monetary benefits, hours, vacations, sick leave,
3 grievance procedures and other conditions of employment
4 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.

5 24. MCSO, CITY and HAP agree that all labor disputes arising out
6 of this Agreement shall be governed by the provisions of
7 applicable collective bargaining agreements in effect during
this Agreement, and the personnel rules of the COUNTY or
CITY, respectively.

8 25. MCSO, CITY and HAP acknowledge that the ASSIGNED PERSONNEL
9 will be absent from duty for various reasons, including but
10 not limited to vacation, holiday, illness, injury, training,
11 leave of absence, and administrative leave. MCSO, CITY and
12 HAP also acknowledge that some employee absences are the
13 result of paid leave that the ASSIGNED PERSONNEL earn and
are entitled to take. MCSO, CITY and HAP also acknowledge
that some employee absences are the result of actions taken
by the employer, with or without the employee's consent. In
accordance with the foregoing acknowledgements, MCSO, CITY
and HAP agree:

14 a) Except as provided in subsection (b) below, MCSO or
15 CITY will not be responsible or otherwise obligated to
16 replace any ASSIGNED PERSONNEL who is absent due to
17 paid accrued leave, including but not limited to:
18 vacation, holiday, sick leave or who is absent while
19 participating in training directly related to the
20 services required by HAP. However, MCSO and CITY will
make a good faith effort to schedule known, projected
absences so as to minimize the impact on MCSO's and
CITY's ability to perform under this Agreement. MCSO
and CITY agree to provide to HAP management a current
schedule of known, projected absences.

21 b) MCSO and CITY will replace any ASSIGNED PERSONNEL who
22 is absent due to: 1) vacation time exceeding 10 days
23 during the fiscal year; 2) employer action, including
24 but not limited to training not related to or provided
by this Agreement; 3) leave of absence granted at
employer's discretion; 4) administrative leave; or 5)
absence due to a job related injury.

25 c) In the event MCSO or CITY does not replace any ASSIGNED
26 PERSONNEL pursuant to subsection (b) of this section,
27 MCSO or CITY will not invoice HAP for those personnel
28 costs.

1 26. MCSO and CITY agree to furnish to HAP all payroll and work
2 assignment documents necessary to comply with applicable HUD
regulations.

3 **OFFICE SPACE**

4 27. HAP agrees to provide for the COUNTY's use sufficient office
5 space, to include costs for utilities, including telephone
6 service, at HAP's premises or at a site mutually agreed upon
by the parties.

7 **CONTRACT COSTS**

8 28. HAP agrees to pay MCSO and CITY for services under this
9 Agreement in accordance with Exhibit A. MCSO and CITY will
10 provide to HAP an expenditure report on a quarterly basis.
11 The quarterly reports will include expenditures through
12 September 30, 1995, December 31, 1995, March 31, 1996, and
June 30, 1996. MCSO and CITY will deliver the quarterly
report not later than 30 days after the end of each quarter.
Each quarterly report will serve as MCSO's and CITY's
invoice to HAP, with payment therefore due upon HAP's
receipt of the report.

13 **INDEMNIFICATION AND LIABILITY**

14 29. Subject to the limitations of the Oregon Torts Claims Act
15 and the Oregon Constitution, MCSO, the COUNTY and the CITY
16 agree to indemnify, defend and hold harmless HAP, its
17 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 the ASSIGNED
PERSONNEL acting pursuant to the terms of this Agreement.

18 30. Subject to the limitations of the Oregon Torts Claims Act
19 and the Oregon Constitution, HAP agrees to indemnify, defend
20 and hold harmless the COUNTY, MCSO, and the CITY, their
21 officers employees and agents, including ASSIGNED PERSONNEL,
from all claims, suits, actions or expenses of any nature
resulting from or arising out of the acts errors or
omissions of HAP or its assignees.

22 31. Subject to the limitations of the Oregon Torts Claims Act
23 and the Oregon Constitution, MCSO, the COUNTY and the CITY
24 shall indemnify, defend and hold harmless each other, their
25 officers, employees and agents from all claims, suits,
26 actions or expenses of any nature resulting from or arising
out of the acts, errors or omissions of the ASSIGNED
PERSONNEL acting pursuant to the terms of this Agreement.

1 DISPUTE RESOLUTION

2 32. While the parties have attempted to make an Agreement
3 anticipating and addressing their concerns, HAP, MCSO and
4 CITY acknowledge the possibility that a claim, controversy
5 or dispute may arise out of this Agreement. HAP, MCSO and
6 CITY agree that each party has an obligation and affirmative
7 duty to make a good faith effort to resolve any claim,
8 controversy or dispute, including the giving of timely,
9 written notification thereof to the other party.

10 33. HAP, MCSO, and CITY agree that all claims, controversies or
11 disputes which arise out of this Agreement, and which have
12 not been resolved through good faith efforts of the parties,
13 shall be resolved by arbitration in accordance with the then
14 effective arbitration rules of the Arbitration Service of
15 Portland or the American Arbitration Association, whichever
16 organization is selected by the party who first initiates
17 arbitration by filing a claim in accordance with the rules
18 of the organization selected, and any judgment upon the
19 award rendered pursuant to such arbitration may be entered
20 in any court having jurisdiction thereof.

21 CONTRACT ADMINISTRATION

22 34. The Multnomah County Sheriff designates Mel Hedgpeth,
23 Commander, Law Enforcement Division, to represent MCSO in
24 all matters pertaining to administration of this Agreement.

25 35. HAP designates Paul Parker, Director of Drug Elimination
26 Program as the PHDEP director and to represent HAP in all
27 matters pertaining to administration of this Agreement.

28 36. CITY designates Commander Alan Orr to represent CITY in all
matters pertaining to administration of this Agreement.

37. 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
12240 NE Glisan Street
Portland, OR 97230

Paul Parker, PHDEP Director
C/O HAP
8920 N. Woolsey Avenue
Portland, OR 97203

Commander Alan Orr
Portland Police Bureau
North Precinct
7214 N. Philadelphia
Portland, OR 97203

1 CONTRACT MODIFICATION AND TERMINATION

2 38. This Agreement shall be effective from July 1, 1995 and
3 shall run through the June 30, 1996.

4 39. HAP, MCSO and CITY agree that either party to this Agreement
5 may terminate said Agreement by giving the other party not
6 less than 90 days written notice.

7 40. HAP, MCSO and CITY agree that this Agreement may be modified
8 or amended by mutual agreement of the parties. Any
9 modification to this Agreement shall be effective only when
10 incorporated herein by written amendments and signed by both
11 HAP and the Multnomah County Sheriff, and approved by the
12 Multnomah County Board of Commissioners and the Portland
13 City Council.

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

17 HOUSING AUTHORITY OF
18 PORTLAND

19 By: _____
20 Denny L. West,
21 Executive Director

22 Date: _____

MULTNOMAH COUNTY, OREGON

23 By: Beverly Stein
24 Beverly Stein, Chair

25 Date: 10-5-95

26 CITY OF PORTLAND

27 By: _____
28 Vera Katz, Mayor

Date: _____

MULTNOMAH COUNTY SHERIFF

By: _____
Dan Noelle, Sheriff

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney for
City of Portland

Date: _____

REVIEWED

Laurence Kressel
Multnomah County Counsel

By: Laurence Kressel

Date: 9/25/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-2 DATE 10-5-95

Chris A. Peterson

BOARD CLERK



HOUSING AUTHORITY of PORTLAND

4400 N.E. Broadway, Suite A
Portland, OR 97213-1457
(503) 228-2178 Fax # (503) 335-6822

EXHIBIT A

August 22 1995

Dear Commander Hedgpeth and Deputy Chief Webber:

Re: Safety Action Team payments, 1995 -96

MCSO, PPB and HAP have already signed a letter of intent to continue the existing program at Columbia Villa from July 1 1995 to June 30 1996. I enclose a proposed funding distribution that requires your agreement. It is figured on the same principles as last year, although the amount of available money is greater, and the time is shorter, so both agencies stand to receive more money this year. As usual, payments will be made quarterly/retroactive.

Please let me know as soon as possible that the proposed distribution is acceptable.

Sincerely,

Paul St. John Parker
Drug Elimination Program Director

SAFETY ACTION TEAM PROPOSED FUNDING DISTRIBUTION, FY 94

Period of contract: July 1 1995 - June 30 1996

Funding available; \$299,905

Comment; The fund available this year are greater than in FY93, and the period is shorter (365 versus 406 days in FY93.).

Proposed distribution: fund 1 fte sergeant (Graham) and 1 fte CSO (Taylor). Divide remainder 2:1 between MCSO and PPB, for 2 deputies (Williams, Little) and 1 police officer (Pahlke).

Serg. Graham	\$75,215
CSO Taylor	\$50,719
Deputies Williams/Little	\$115,980
Officer Pahlke	\$57,990

REV. 236,552

5,363 ↑ REV.

Total to MCSO:	\$241,915
Total to PPB	\$57,990

269,328 = 27,413

Grand total \$299,905

299,905

sat\$fy94

Handwritten calculations:

$$\begin{array}{r} 236,552 \\ + 32,776 \\ \hline 269,328 \\ \times 269,328 \\ \hline \end{array}$$


Equal Housing Opportunity

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 10-5-95

NAME

ADDRESS

Richard L. Foran
STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-1

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

Legal Meeting
10-5-95
Handout #1
R-1

DATE: 10/5/95

TO: Bev Stein & Sharron Kelley, Multnomah Co. Commissioners

FROM: Richard L. Koenig, Two parent family advocate

Dear Bev and Sharron:

Good news! Tamara Holden Director of the Department of Community Corrections and Hugh McIsaac's direct supervisor, has issued a directive to her Family Services Department to disclose their organizational affiliations to potential mediation clients so that people can determine whether conflicts of interest exist.

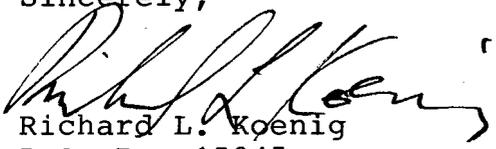
Good news again! The Family Services Department is also directed to inform potential clients that the County mediation service is not the only game in town, thus addressing my concerns about their heretofore virtual monopoly.

I remain somewhat apprehensive. If only the unknown names of organizations are provided to potential clients without telling them the organizational philosophy, is the job truly done?

If the Family Services Department tells potential clients that there are private resources, but keeps the money that the parties have already paid for the County mediation service, which was included in their filing fee, is that ethical?

Next week I will present you with a resolution declaring ethical mediation service to be the case within the County's program. In the meantime consider your vote well.

Sincerely,



Richard L. Koenig
P.O. Box 15045
Portland, OR 97215
Phone 235-5953

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 10-5-95

NAME

David Puts

ADDRESS

6530 SW 14th

STREET

Portland 97219

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. RA

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

2/

PLEASE PRINT LEGIBLY!

MEETING DATE 10/5/95
BENCHMARK

NAME JIM BEDNARZ

ADDRESS 2681 RIVER DELL RD.

STREET

LAKE OSWEGO 97034

CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-2

SUPPORT X **OPPOSE** _____

SUBMIT TO BOARD CLERK

3 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 10/5/95

NAME

Steve Pegg

ADDRESS

1230 S.W. FIRST AVE

STREET

PORTLAND OR 97204

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

4/✓

PLEASE PRINT LEGIBLY!

MEETING DATE Oct 5/95

NAME JAY C Bloom - Morrisia

ADDRESS 3355 SE Powell

STREET

CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. RR

SUPPORT **OPPOSE**

SUBMIT TO BOARD CLERK

Meeting Date: ~~SEP 28 1995~~
Agenda No. : R-2

(Above Space for Board Clerk's Use ONLY)

OCT 05 1995

AGENDA PLACEMENT FORM

R-2
* 9:30 Am Time
Certain Requested

SUBJECT: Resolution

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday September 28, 1995
Amount of Time Needed: 10 Minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Meganne Steele TELEPHONE: X-3961
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: Meganne Steele, David Fuks

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Resolution Establishing a County / Non-Profit Financial and Programmatic Partnership for the Development of a Regional Children's Campus, including a Contract for Lease/Purchase of Land and Buildings to the Edgefield Land Trust

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.
forms\apf.doc

1995 SEP 21 PM 1:01
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

10-5-95 Copy of Resolution 95-219 to Meganne Steele, Dave Boyer, Ludayne George, Bob Orest.

PLEASE NOTE

**THIS IS A
SUBSTITUTE
PACKET OF
AGENDA
MATERIALS FROM
MEGANNE STEELE
REGARDING ITEM
R-2**

**SHE WILL BE
SENDING YOU AN E-
MAIL REGARDING
THE CHANGES SHE
HAS MADE**

**DELIVERED
THURSDAY,
SEPTEMBER 28TH @
7:00 PM**

PARKERSON Carrie A

From: STEELE Meganne A
To: #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Cc: KLINK Howard; POE Lorenzo T; GEORGE Wayne F; CLAWSON Elyse -; STEIN Beverly E; PARKERSON Carrie A; SCHOLES Rhys R; BOGSTAD Deborah L; TEBBEN Christine T; BOYER Dave A
Subject: edgefield staff report change
Date: Friday, September 29, 1995 1:01PM

A new staff report and resolution on the Edgefield Regional Children's Center were distributed to you by the Board Clerk's Office as part of your packet for 10/5. I want to explain the changes.

This week, Facilities provided revised information on the land acreage at the Edgefield site; it changed from 22.88 acres to 27.54 acres. The change in area results from a change in the size of the easement for a future connector road along the eastern boundary of the property. Earlier, the easement allowed for development of the proposed Mt. Hood Freeway. Since that is now not part of the official transportation plan, the size of the easement has been reduced to allow for future construction of a connector road. Almost five acres of land along the eastern boundary is added to the Edgefield site as a result. This property would be unbuildable, so it is in the County's interest to include it in the Edgefield deal.

The market value of the property increases from \$715,000 to \$837,500. Edgefield has agreed to pay the higher amount for the property. The staff report and resolution have been changed to express that higher sale price and revenue stream to the County. This is reflected several places in the report, so it was most convenient to provide you with an entirely new package.

There are no other changes to the packet.



Beverly Stein, Multnomah County Chair

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

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

TO: Board of County Commissioners

FROM: Meganne Steele, Assistant to the Chair

DATE: September 18, 1995

AGENDA DATE: September 28, 1995

RE.: Resolution Supporting Creation of a County / Non-Profit
Financial and Programmatic Partnership for Development
of a Regional Children's Campus at Edgefield

I. RECOMMENDATION / ACTION REQUESTED

A resolution creating a County / non-profit agency partnership for development of a Regional Children's Campus at Edgefield is presented for approval by the Board of County Commissioners on September 28, 1995. While this action most immediately assists Edgefield and its partners, it is our intent to establish a model which can be replicated for the development of integrated social services campuses involving other agencies, at other sites in the County. This model is designed to leverage substantial private investment in social services facilities and creates attractive incentives for colocation and integration of social services agencies which agree to align with County benchmarks and strategic goals.

The proposed resolution includes three actions:

1. expresses an intent to lease/purchase County property to the Edgefield Trust and directs staff to prepare the required contracts; and
2. directs County staff to prepare documents for issuing revenue bonds to provide partial financing for property improvements; and
3. directs County staff to initiate a review and comment process to support refinement of the proposed program and financial policies.



II. BACKGROUND ANALYSIS

Edgefield Children's Center has approached the County with an innovative proposal for partnership in the establishment of a regional children's campus to provide a full continuum of mental health prevention and treatment services in the eastern part of the county. In brief, Edgefield would like to lease-purchase County property and to secure revenue bond financing through the County for approximately 60% of project costs. The revenue bonds would be secured by payments from Edgefield.

On its face, this is a win-win proposal: significant private investment would be leveraged for the expansion of needed social services with no actual cash outlay requirement upon the County. The County's contribution would be the installment sale of property at market value and its ability to secure revenue bond financing. Commitments for about \$500,000 in private contributions have already been made, contingent upon successful partnership with the County. There is concern that momentum is needed to retain private contributor's interest.

County staff welcomed the opportunity to explore the feasibility of the innovative partnership which Edgefield proposes. Representatives from the Chair's Office, the Finance Division, the Facilities Division, the Budget Office, the Community and Family Service Department and the Juvenile Justice Department have worked in collaboration with Edgefield for the past several months. Edgefield brought an exceptionally well-developed proposal to the table for consideration, including a capital and business expansion plan and exceptionally detailed financial forecasts. Edgefield also secured the services of David Evans and Associates in developing the expansion plans and Public Financial Management, Inc. in developing a debt financing strategy. There has been a mutual commitment to crafting an approach which could be a model for future County / non-profit partnerships.

Edgefield's Vision & Strategies

The vision for Edgefield Children's Campus is:

" To create a Regional Children's Campus delivering integrated, accessible, high-quality services to children of all ages and their families."

There are four key elements to the strategy for achieving this vision, as outlined in the Center's Capital and Business Plan:

1. Edgefield Children's Center will expand the current 5.3 acre campus to a 22.88 acre Regional Children's Campus to address the needs of a

significantly larger population. Edgefield strives to double its service population to a total of 1,800 a year by 2002. The campus will include state of the art secure residential, day treatment, outpatient and community mental health promotion facilities.

2. Edgefield will develop partnerships with other agencies both on and off the campus to increase the ability of the involved organizations to impact upon children's problems by mutually networking service offerings and sharing resources. Additional buildings will be constructed on the campus for partners. It is proposed that the County consider providing capital financing for those other partners. This will broaden the continuum of services available to the community in one location and ease access to services.
3. Edgefield and its partners will work together to provide innovative service packages to meet the needs of both clients and payers. For example, short-term use of crisis stabilization combined with intensive outpatient treatment and follow-up support services.
4. In addition to making a broad array of services available on the campus, the campus will be used as a home base from which service can be taken out into the community to meet client needs in homes, schools and neighborhoods. For example, even after the Eastwind Center locates on the campus as part of Phase II, it is anticipated that it will retain its downtown Gresham location and will continue to take parent child development services to clients where it is most comfortable and convenient.

Edgefield's History & Current Position

Edgefield Children's Center was established by Multnomah County thirty years ago to provide residential inpatient and day-treatment services to acutely disturbed children and their families. Edgefield is recognized by State and national accrediting bodies for its excellence in professional care. The agency was the first in the Portland metropolitan area to be accredited by the Joint Commission for the Accreditation of Health Care Organizations [JCAHO], a status which brings the agency into the medical community and eligibility for significant Medicaid reimbursement.

Although long-term inpatient treatment services are a State responsibility, Edgefield has always maintained a close relationship with the County. One reason is its lease of buildings and grounds on the former County farm property at 2408 SW Halsey in Troutdale. The current lease is rent-free, has a fifteen year term and expires on June 30, 2002. Edgefield now has 10 beds for residential

treatment on the Edgefield site and an additional 8 beds in a community-based house. The intensive day-treatment located at the Edgefield site has a maximum enrollment of 32.

The Center has grown rapidly in recent years, in partnership with Multnomah County. Today, most clients come from Multnomah County but the Center's service area is defined to extend throughout Oregon and SW Washington. The scope of services has expanded to include outpatient offerings and community-based family services. The County is a partner in these intensive outpatient and community-based services. The County contracts with providers and administers the Medicaid fee-for-service reimbursement. The County is a significant funder for the community-based services provided at the Eastwind Family Center. Between 1991 and 1994, the number of children served in Edgefield's programs increased more than ten-fold from 70 to 900 clients per year, while the budget roughly doubled to total \$4.2 million in 1994. These increases are the result of the Eastwind program and outpatient services. Eastwind is a collaborative effort involving Edgefield and the Morrison Center.

Demand for Services

There is a clear consensus among community and County mental health services experts that State and regional demand for children's mental health services will continue to increase in the future due to population growth. It is unclear whether population alone will increase demand for children's mental health services for Multnomah County residents. The recent population analyses performed for the analyses of juvenile detention bed needs indicated that there is no significant growth expected in the number of youth aged 5 to 18 in Multnomah County within the next 15 years.

However, it is plausible that the rapid growth of the east county area may result in population shifts that bring more Multnomah County children into the service population for Edgefield's community-based and outpatient services. Prevalence data indicates that 12% of the general population are in need of mental health services.

Broader, social factors are affecting the demand for mental health services. Growing numbers of abused children are continuing to fuel the need for intensive mental health treatment. And just as the juvenile delinquency population has "hardened" in recent years, there has also been a trend towards increased complexity and severity in the mental health problems of youth served by Edgefield and entering the juvenile justice system. Children with severe behavior problems represent a growing placement problem in Multnomah County, the region and the State. There will continue to be a high demand for secure treatment and intensive aftercare for these children.

So, while the need for these services is expected to increase, it is not clear that the funding will be available to actually support a market "demand" for increased publicly financed services for Multnomah County children. However, it is our assessment that Edgefield would be positioned to compete for available public and private funding. In the worst case scenario, Edgefield would accept more private pay or out-of-state clients to ensure its financial viability. The proposed Program Policy has provisions which have been developed to ensure that such a shift does not occur without the County's awareness and explicit acceptance.

Mental Health Services Financing Trends

There is enormous uncertainty in governmental financing for mental health care services. At the federal level, block grants with reduced funding levels are under consideration as replacements for current Medicaid funding. This may also lead to future changes in State budget practices if general fund matching requirements are relaxed. At the State level, inclusion of behavioral care services in the Oregon Health Plan creates a new population of children eligible for mental health treatment and introduces incentives for a managed care model.

Introduction of a managed care model for mental health services in Multnomah County will be associated with a potential 20% reduction in total revenues from the State, when compared with the existing, traditional fee for service system. As a result, provider revenues may go down.

Edgefield's revenue stream will be greatly impacted as the scope of the mental health managed care system increases over time. In the near future, those services which are currently the County's responsibility to administer will be incorporated into managed care: Medicaid outpatient and acute care services. It is anticipated that longer-term residential care services will become part of the managed care system as soon as next year. The most significant opportunities for system cost reductions result from internalizing incentives to avoid long-term service costs. Ironically, the JCAHO agencies in Oregon, of which Edgefield is a leader, actively lobbied against inclusion of long-term care residential services in the mental health services managed care system. This policy difference needs to be resolved if we are to effectively partner in demonstrating managed care system changes at the Edgefield site. We need to share a common vision.

These uncertainties in the future of mental health care services funding at the federal, State and local levels foreshadow major changes in the financial and competitive environment under which Edgefield will operate in future years. While Edgefield appears administratively well-staffed to compete in the

assessment services for children served through managed care organizations. In later discussions with county staff, it is clear that there is flexibility in defining the target population: a principal goal is to serve Multnomah County children but it is not clear how the operating costs will be funded.

- The brick building will be improved and day treatment will move. The brick building has a school-type character and promises to be a real improvement over the day treatment program's current location in the "white house" on campus. No immediate expansion in enrollment is planned, but this building will offer the opportunity to increase from 32 to 40 slots in the future.
- Campus property improvements include the roads, sewer and water lines, landscaping and other basic infrastructure to support the full campus development plan. Other costs include permits, architectural costs, furnishings, fixtures and equipment.

Lease Purchase of the Land

Edgefield Children's Center has had a long-standing interest in acquisition of the property which they now lease from the County, and the County has indicated its receptivity to selling to Edgefield in the past. In 1991, the Board of County Commissioners approved the sale of this property to Edgefield at market value but the agency was not able to raise the required funds. Edgefield is once again interested in purchasing the property at market value.

Bond counsel has advised us that the Edgefield property title must remain in the County's name through the term of revenue bond financing. For this reason, Edgefield proposes to make lease-purchase installment payments to the County for the current, full market value for the property over a period of fifteen years. Title to the property would transfer to Edgefield in fifteen years, after the revenue bonds are fully repaid. This would secure the Edgefield Trust's future "ownership" position and provide assurance to Edgefield contributors that their investments would not be taken for other uses in the future.

The Edgefield Trust proposes to purchase 22.88 acres of the Edgefield property through lease-purchase installment payments with 40% down and the remainder of payments over a 15 year period at the revenue bond tax exempt financing rate. The property was appraised by Cushman and Wakefield in January, 1995, at a value of \$33,421 per acre for a total value of approximately \$715,000. The first payment of 40% would be approximately \$286,000. The monthly installment payments for the land lease would be about \$4,000. In the opinion of the Facilities Division, the property values have not changed materially since January and it would be uneconomical to request another appraisal before establishing the sale price for the property.

The use of this land for a regional children's campus has many advantages:

- services to children and families are high County priorities: this would support the urgent benchmarks for access to mental health services, reduction of child abuse, and reduction of teen pregnancy;
- colocation of agencies providing a continuum of services will make it more convenient for clients to learn about, access and advocate for appropriate services to meet their family's needs;
- colocation will establish a foundation for integration of programs and individual client service plans;
- involvement of multiple agencies may make capital fundraising efforts more attractive for support by foundations, governmental agencies and private benefactors;
- the site is: easily accessed from I-84; in east county, where population growth is occurring; and is surrounded by park/open space to buffer it from other incompatible uses;
- with a master plan and prearranged zoning agreements in place, including liberal conditional use permits, it will be much easier and faster to get approval for construction of individual buildings in future years;
- overhead costs could be reduced if agencies combined support services functions ;
- increased security for residential treatment, compared to the existing building;
- increased number of children and families to be served: increase in residential capacity from 18 to 38 beds [10 on campus now , 30 in the future]; and
- the purchase would be at market value and there are no alternative county uses which have been identified as more desirable if the foreseeable future.

The use of the Edgefield site as a regional children's campus would appear to promote the County's overall goals, even without the proposed program and financial partnerships. It is recommended that the Board approve the lease purchase installment sale of the Edgefield site to the Edgefield Trust.

The Financing Partnership

Edgefield has proposed a partnership with the County to finance the Phase I of the campus development plan. It proposes that Multnomah County provide debt financing for about \$ 2.7 million, which represents 60% of the Phase I costs plus 100% of issuance, debt service and reserve costs. In turn, Edgefield proposes to raise about \$1.3 million towards Phase I costs. Edgefield would be required to make monthly payments of about \$ 24,000 for fifteen years. To protect the County further, Edgefield would be required to start monthly payments at least six months before the first bond payment is due and the

County would retain those funds as an on-going reserve for further bond payments. Edgefield fully intends to be responsible for the annual payments -- which means that Multnomah County would make no cash expenditures. However, Edgefield does not have the collateral to secure the financing and it is Multnomah County's interest in the real property and improvements that are in jeopardy if payments are late or missed. The bottom line is that the County risks the need to: a) assume the \$24,000 per month payments; b) find another agency to operate the facility; and/or c) sell the facility.

The proposed financial policy for the County to issue revenue bonds in partnership with non-profit agencies is provided as Attachment A to this report. These proposed terms address: preconditions for application; cost responsibilities; other conditions; non-profit revenue bond limits; and administration of this policy. This policy has been carefully crafted to protect the County's financial position while providing non-profit agencies access to capital for facilities improvements. The Finance Director has co-authored this policy and is comfortable with the terms. As with the County's other finance and budget policies, this will be reviewed and, if needed, amended annually by the Board of County Commissioners.

The Program Partnership

The County's financial partnership with non-profit agencies should only be pursued if it supports the County's broad policy and program related interests. Proposed policy guidelines for the County in issuing revenue bonds in partnership with non-profit agencies have been developed and are presented as Attachment B to this report. These proposed terms address:

- leveraging private investment to integrate social services;
- alignment of vision, values and goals;
- assurance that Multnomah county children and families will be served; assurance that quality care will be provided;
- maintenance of non-profit independence from the County;
- development and maintenance of the property;
- interagency coordination of operations on the property; and
- administration of this policy

An Invitation For Dialog

A thoughtful and promising set of proposed program and financial policies have been crafted to guide the County in this new form of partnership with non-profit agencies. Nonetheless, the public policy considerations imbedded in this type of relationship are precedent-setting, complex and clouded by uncertainties. Further dialog with other potential partners and interested parties is needed

before the Board adopts the policies and authorizes issuance of the revenue bonds. County staff plan to proactively inform potentially interested agencies/individuals and invite comments before the Board is formally asked to adopt the policies.

III. FINANCIAL IMPACT

The installment sale of the property to the Edgefield Trust will yield revenues the county's general fund of about \$286,000 in 1995-96 and \$ 48,000 per year for the following fifteen years, beginning in 1996-97.

There are no direct County costs which need to be budgeted for this project. Costs for issuance of the \$2.7 million in revenue bonds are financed through the bonds, and provision is made to reimburse the County's related administrative costs. The County pledges the lease revenues from the land and improvements as the revenues securing the revenue bonds. It is expected that this will provide enough security to satisfy the bond issuers. However, this is some small possibility that an immaterial amount of general fund revenues would also need to pledged as security. Edgefield is responsible for making all lease payments to the County.

However, there are opportunity costs for the County staff time which is required to support this partnership. Substantial staff time investments have been by the Chair's Office, Budget Office, Finance Office, County Counsel and Department of Community and Family Services in the design of this new partnership model and development of related policies. This work will continue as community comments are considered and contracts are drafted during the next few months. Perhaps even more significantly, Facilities, Purchasing and Community and Family Services staff time will be required throughout the design and construction of the new facilities. Public procurement procedures will need to followed. On an on-going basis, this partnership will require dialog and collaboration to ensure continuing alignment of stategic goals.

IV. LEGAL ISSUES

County Counsel and the County's Bond Counsel have been closely involved in the development of this partnership model. No insurmountable legal concerns are anticipated.

V. CONTROVERSIAL ISSUES

There is consensus on the partnership model and terms among all county departments and the Edgefield representatives. County staff plan to inform

potentially interested agencies/individuals and invite comments before the Board is formally asked to adopt the policies.

VI. LINK TO CURRENT COUNTY POLICIES

This partnership model is designed to further county benchmarks and strategies for integration of services and public/private partnership. The proposed program policy guidelines ensure these linkages are established and sustained throughout the life of the partnership.

VII. CITIZEN PARTICIPATION

Citizens supporting the vision for a Regional Children's Campus initiated the development of this partnership plan. Janus Youth Agency, Morrison Center and Albertina Kerr have expressed strong interest in partnering with Edgefield in this project. County staff plan to inform other potentially interested agencies/individuals and invite comments before the Board is formally asked to adopt the policies or to approve issuance of revenue bonds.

VIII. OTHER GOVERNMENTAL PARTICIPATION

Wood Village is on record supporting the development of the Regional Children's Campus.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Establishing a County/Non-profit)
Financial and Programmatic Partnership)
for the Development of a Regional)
Children's Campus, including a)
Contract for Lease/Purchase of Land)
and Buildings to the Edgefield)
Land Trust.)

RESOLUTION

95-

WHEREAS, Edgefield Children's Center has approached the County with an innovative proposal for partnership in the establishment of a regional children's campus to provide a full continuum of mental health prevention and treatment services;

WHEREAS, the proposed vision for a Regional Children's Campus is consistent with the County's policies supporting achievement of the urgent benchmarks, integration of services and collaboration;

WHEREAS, the Edgefield Trust Board of Directors is pursuing capital fundraising in the amount \$ 1.4 million to pay for 40% of the cost of capital improvements and has requested that the County issue revenue bonds in partnership with non-profit agencies to provide project financing for the remaining costs;

WHEREAS, a financial policy (Attachment A) and a program policy (Attachment B) to guide the County when it contemplates issuing revenue bonds in partnership with non-profit agencies have been drafted for consideration by the Board of County Commissioners;

WHEREAS, it is the desire of the Edgefield Land Trust to enter into a contract with the County for lease/purchase of certain County property outlined on the attached map (Attachment C) and in 1991 the Board of County Commissioners committed to sell this site to Edgefield for market value, contingent upon successful fundraising ;

WHEREAS, it is the shared vision of the Edgefield Children's Center Board of Directors and the County that this collaborative effort shall serve as a new model for Non-profit / County partnership in leveraging philanthropic investment in integrated social services for our community;

WHEREAS, it is the intent of the directors and staff of the Edgefield Children's Center and the Edgefield Land Trust to work in partnership with the County through newly formed governance structure(s) for land development and program related decision-making;

WHEREAS, investment in the capital improvement plan prepared by Edgefield Children's Center will yield the infrastructure to support other development on the campus and the Janus Program and the Morrison Center have expressed interest in placing buildings on the campus;

WHEREAS, as conceived, this partnership would leverage significant private investment for the development of co-located social services facilities with no actual cash outlay requirement by the County; and

WHEREAS, the Edgefield Children's Center and the Edgefield Trust are committed to work with the County and other providers to collaboratively develop the property into a Regional Children's Campus which will meet a broad range of children and family needs and provide a location for the integration of services;

NOW, THEREFORE, IT IS RESOLVED that the Board of County Commissioners intends to allow the Edgefield Trust to lease/purchase the previously described site including 22.88 acres at the current market value of \$33,421 per acre, under a contract providing 40% prepayment and a lease rate paid over 15 years, and directs staff to proceed with the preparation of documents for such contract;

IT IS FURTHER RESOLVED that the Board of County Commissioners hereby directs staff to proceed with the preparation of documents for issuing revenue bonds in accordance with State law and the terms of the proposed financial and program policy guidelines;

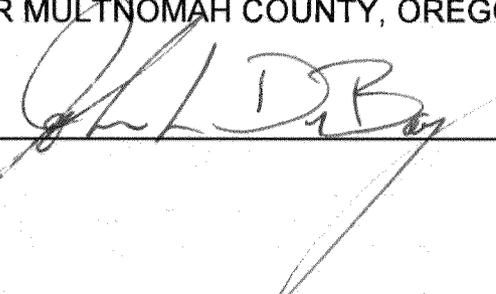
IT IS FURTHER RESOLVED that the Board Of County Commissioners hereby directs staff to provide other non-profit agencies and interested parties with the opportunity to review and comment on the County's proposed financial and program policy guidelines for the issuance of revenue bonds in partnership with the Edgefield Trust and, in the future, other non-profit agencies. Those policies shall be approved by the Board of County Commissioners prior to authorization of the sale of revenue bonds pursuant to ORS 288.815 et seq.

APPROVED this ____ day of _____, 1995.

MULTNOMAH COUNTY, OREGON

By: _____
Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By:  _____



Beverly Stein, Multnomah County Chair

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

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

TO: Board of County Commissioners

FROM: Meganne Steele, Assistant to the Chair

DATE: September 28, 1995

AGENDA DATE: October 5, 1995

RE.: Resolution Supporting Creation of a County / Non-Profit
Financial and Programmatic Partnership for Development
of a Regional Children's Campus at Edgefield

I. RECOMMENDATION / ACTION REQUESTED

A resolution creating a County / non-profit agency partnership for development of a Regional Children's Campus at Edgefield is presented for approval by the Board of County Commissioners on September 28, 1995. While this action most immediately assists Edgefield and its partners, it is our intent to establish a model which can be replicated for the development of integrated social services campuses involving other agencies, at other sites in the County. This model is designed to leverage substantial private investment in social services facilities and creates attractive incentives for colocation and integration of social services agencies which agree to align with County benchmarks and strategic goals.

The proposed resolution includes three actions:

1. expresses an intent to lease/purchase County property to the Edgefield Trust and directs staff to prepare the required contracts; and
2. directs County staff to prepare documents for issuing revenue bonds to provide partial financing for property improvements; and
3. directs County staff to initiate a review and comment process to support refinement of the proposed program and financial policies.



II. BACKGROUND ANALYSIS

Edgefield Children's Center has approached the County with an innovative proposal for partnership in the establishment of a regional children's campus to provide a full continuum of mental health prevention and treatment services in the eastern part of the county. In brief, Edgefield would like to lease-purchase County property and to secure revenue bond financing through the County for approximately 60% of project costs. The revenue bonds would be secured by payments from Edgefield.

On its face, this is a win-win proposal: significant private investment would be leveraged for the expansion of needed social services with no actual cash outlay requirement upon the County. The County's contribution would be the installment sale of property at market value and its ability to secure revenue bond financing. Commitments for about \$500,000 in private contributions have already been made, contingent upon successful partnership with the County. There is concern that momentum is needed to retain private contributor's interest.

County staff welcomed the opportunity to explore the feasibility of the innovative partnership which Edgefield proposes. Representatives from the Chair's Office, the Finance Division, the Facilities Division, the Budget Office, the Community and Family Service Department and the Juvenile Justice Department have worked in collaboration with Edgefield for the past several months. Edgefield brought an exceptionally well-developed proposal to the table for consideration, including a capital and business expansion plan and exceptionally detailed financial forecasts. Edgefield also secured the services of David Evans and Associates in developing the expansion plans and Public Financial Management, Inc. in developing a debt financing strategy. There has been a mutual commitment to crafting an approach which could be a model for future County /non-profit partnerships.

Edgefield's Vision & Strategies

The vision for Edgefield Children's Campus is:

" To create a Regional Children's Campus delivering integrated, accessible, high - quality services to children of all ages and their families."

There are four key elements to the strategy for achieving this vision, as outlined in the Center's Capital and Business Plan:

1. Edgefield Children's Center will expand the current 5.3 acre campus to a 27.54 acre Regional Children's Campus to address the needs of a

significantly larger population. Edgefield strives to double its service population to a total of 1,800 a year by 2002. The campus will include state of the art secure residential, day treatment, outpatient and community mental health promotion facilities.

2. Edgefield will develop partnerships with other agencies both on and off the campus to increase the ability of the involved organizations to impact upon children's problems by mutually networking service offerings and sharing resources. Additional buildings will be constructed on the campus for partners. It is proposed that the County consider providing capital financing for those other partners. This will broaden the continuum of services available to the community in one location and ease access to services.
3. Edgefield and its partners will work together to provide innovative service packages to meet the needs of both clients and payers. For example, short-term use of crisis stabilization combined with intensive outpatient treatment and follow-up support services.
4. In addition to making a broad array of services available on the campus, the campus will be used as a home base from which service can be taken out into the community to meet client needs in homes, schools and neighborhoods. For example, even after the Eastwind Center locates on the campus as part of Phase II, it is anticipated that it will retain its downtown Gresham location and will continue to take parent child development services to clients where it is most comfortable and convenient.

Edgefield's History & Current Position

Edgefield Children's Center was established by Multnomah County thirty years ago to provide residential inpatient and day-treatment services to acutely disturbed children and their families. Edgefield is recognized by State and national accrediting bodies for its excellence in professional care. The agency was the first in the Portland metropolitan area to be accredited by the Joint Commission for the Accreditation of Health Care Organizations [JCAHO], a status which brings the agency into the medical community and eligibility for significant Medicaid reimbursement.

Although long-term inpatient treatment services are a State responsibility, Edgefield has always maintained a close relationship with the County. One reason is its lease of buildings and grounds on the former County farm property at 2408 SW Halsey in Troutdale. The current lease is rent-free, has a fifteen year term and expires on June 30, 2002. Edgefield now has 10 beds for residential

treatment on the Edgefield site and an additional 8 beds in a community-based house. The intensive day-treatment located at the Edgefield site has a maximum enrollment of 32.

The Center has grown rapidly in recent years, in partnership with Multnomah County. Today, most clients come from Multnomah County but the Center's service area is defined to extend throughout Oregon and SW Washington. The scope of services has expanded to include outpatient offerings and community-based family services. The County is a partner in these intensive outpatient and community-based services. The County contracts with providers and administers the Medicaid fee-for-service reimbursement. The County is a significant funder for the community-based services provided at the Eastwind Family Center. Between 1991 and 1994, the number of children served in Edgefield's programs increased more than ten-fold from 70 to 900 clients per year, while the budget roughly doubled to total \$4.2 million in 1994. These increases are the result of the Eastwind program and outpatient services. Eastwind is a collaborative effort involving Edgefield and the Morrison Center.

Demand for Services

There is a clear consensus among community and County mental health services experts that State and regional demand for children's mental health services will continue to increase in the future due to population growth. It is unclear whether population alone will increase demand for children's mental health services for Multnomah County residents. The recent population analyses performed for the analyses of juvenile detention bed needs indicated that there is no significant growth expected in the number of youth aged 5 to 18 in Multnomah County within the next 15 years.

However, it is plausible that the rapid growth of the east county area may result in population shifts that bring more Multnomah County children into the service population for Edgefield's community-based and outpatient services. Prevalence data indicates that 12% of the general population are in need of mental health services.

Broader, social factors are affecting the demand for mental health services. Growing numbers of abused children are continuing to fuel the need for intensive mental health treatment. And just as the juvenile delinquency population has "hardened" in recent years, there has also been a trend towards increased complexity and severity in the mental health problems of youth served by Edgefield and entering the juvenile justice system. Children with severe behavior problems represent a growing placement problem in Multnomah County, the region and the State. There will continue to be a high demand for secure treatment and intensive aftercare for these children.

So, while the need for these services is expected to increase, it is not clear that the funding will be available to actually support a market "demand" for increased publicly financed services for Multnomah County children. However, it is our assessment that Edgefield would be positioned to compete for available public and private funding. In the worst case scenario, Edgefield would accept more private pay or out-of-state clients to ensure its financial viability. The proposed Program Policy has provisions which have been developed to ensure that such a shift does not occur without the County's awareness and explicit acceptance.

Mental Health Services Financing Trends

There is enormous uncertainty in governmental financing for mental health care services. At the federal level, block grants with reduced funding levels are under consideration as replacements for current Medicaid funding. This may also lead to future changes in State budget practices if general fund matching requirements are relaxed. At the State level, inclusion of behavioral care services in the Oregon Health Plan creates a new population of children eligible for mental health treatment and introduces incentives for a managed care model.

Introduction of a managed care model for mental health services in Multnomah County will be associated with a potential 20% reduction in total revenues from the State, when compared with the existing, traditional fee for service system. As a result, provider revenues may go down.

Edgefield's revenue stream will be greatly impacted as the scope of the mental health managed care system increases over time. In the near future, those services which are currently the County's responsibility to administer will be incorporated into managed care: Medicaid outpatient and acute care services. It is anticipated that longer-term residential care services will become part of the managed care system as soon as next year. The most significant opportunities for system cost reductions result from internalizing incentives to avoid long-term service costs. Ironically, the JCAHO agencies in Oregon, of which Edgefield is a leader, actively lobbied against inclusion of long-term care residential services in the mental health services managed care system. This policy difference needs to be resolved if we are to effectively partner in demonstrating managed care system changes at the Edgefield site. We need to share a common vision.

These uncertainties in the future of mental health care services funding at the federal, State and local levels foreshadow major changes in the financial and competitive environment under which Edgefield will operate in future years. While Edgefield appears administratively well-staffed to compete in the

assessment services for children served through managed care organizations. In later discussions with county staff, it is clear that there is flexibility in defining the target population: a principal goal is to serve Multnomah County children but it is not clear how the operating costs will be funded.

- The brick building will be improved and day treatment will move. The brick building has a school-type character and promises to be a real improvement over the day treatment program's current location in the "white house" on campus. No immediate expansion in enrollment is planned, but this building will offer the opportunity to increase from 32 to 40 slots in the future.
- Campus property improvements include the roads, sewer and water lines, landscaping and other basic infrastructure to support the full campus development plan. Other costs include permits, architectural costs, furnishings, fixtures and equipment.

Lease Purchase of the Land

Edgefield Children's Center has had a long-standing interest in acquisition of the property which they now lease from the County, and the County has indicated its receptivity to selling to Edgefield in the past. In 1991, the Board of County Commissioners approved the sale of this property to Edgefield at market value but the agency was not able to raise the required funds. Edgefield is once again interested in purchasing the property at market value.

Bond counsel has advised us that the Edgefield property title must remain in the County's name through the term of revenue bond financing. For this reason, Edgefield proposes to make lease-purchase installment payments to the County for the current, full market value for the property over a period of fifteen years. Title to the property would transfer to Edgefield in fifteen years, after the revenue bonds are fully repaid. This would secure the Edgefield Trust's future "ownership" position and provide assurance to Edgefield contributors that their investments would not be taken for other uses in the future.

The Edgefield Trust proposes to purchase 27.54 acres of the Edgefield property through lease-purchase installment payments with 40% down and the remainder of payments over a 15 year period at the revenue bond tax exempt financing rate. The property was appraised by Cushman and Wakefield in January, 1995, at a value of \$33,421 per acre less \$82,900 allowance for easements for a total value of \$837,500. The first payment of 40% would be approximately \$335,500. The monthly installment payments for the land lease would be about \$4,700. In the opinion of the Facilities Division, the property values have not changed materially since January and it would be uneconomical to request another appraisal before establishing the sale price for the property.

The use of this land for a regional children's campus has many advantages:

- services to children and families are high County priorities: this would support the urgent benchmarks for access to mental health services, reduction of child abuse, and reduction of teen pregnancy;
- colocation of agencies providing a continuum of services will make it more convenient for clients to learn about, access and advocate for appropriate services to meet their family's needs;
- colocation will establish a foundation for integration of programs and individual client service plans;
- involvement of multiple agencies may make capital fundraising efforts more attractive for support by foundations, governmental agencies and private benefactors;
- the site is: easily accessed from I-84; in east county, where population growth is occurring; and is surrounded by park/open space to buffer it from other incompatible uses;
- with a master plan and prearranged zoning agreements in place, including liberal conditional use permits, it will be much easier and faster to get approval for construction of individual buildings in future years;
- overhead costs could be reduced if agencies combined support services functions ;
- increased security for residential treatment, compared to the existing building;
- increased number of children and families to be served: increase in residential capacity from 18 to 38 beds [10 on campus now , 30 in the future]; and
- the purchase would be at market value and there are no alternative county uses which have been identified as more desirable if the foreseeable future.

The use of the Edgefield site as a regional children's campus would appear to promote the County's overall goals, even without the proposed program and financial partnerships. It is recommended that the Board approve the lease purchase installment sale of the Edgefield site to the Edgefield Trust.

The Financing Partnership

Edgefield has proposed a partnership with the County to finance the Phase I of the campus development plan. It proposes that Multnomah County provide debt financing for about \$ 2.7 million, which represents 60% of the Phase I costs plus 100% of issuance, debt service and reserve costs. In turn, Edgefield proposes to raise about \$1.3 million towards Phase I costs. Edgefield would be required to make monthly payments of about \$ 24,000 for fifteen years. To protect the County further, Edgefield would be required to start monthly payments at least six months before the first bond payment is due and the

County would retain those funds as an on-going reserve for further bond payments. Edgefield fully intends to be responsible for the annual payments -- which means that Multnomah County would make no cash expenditures. However, Edgefield does not have the collateral to secure the financing and it is Multnomah County's interest in the real property and improvements that are in jeopardy if payments are late or missed. The bottom line is that the County risks the need to: a) assume the \$24,000 per month payments; b) find another agency to operate the facility; and/or c) sell the facility.

The proposed financial policy for the County to issue revenue bonds in partnership with non-profit agencies is provided as Attachment A to this report. These proposed terms address: preconditions for application; cost responsibilities; other conditions; non-profit revenue bond limits; and administration of this policy. This policy has been carefully crafted to protect the County's financial position while providing non-profit agencies access to capital for facilities improvements. The Finance Director has co-authored this policy and is comfortable with the terms. As with the County's other finance and budget policies, this will be reviewed and, if needed, amended annually by the Board of County Commissioners.

The Program Partnership

The County's financial partnership with non-profit agencies should only be pursued if it supports the County's broad policy and program related interests. Proposed policy guidelines for the County in issuing revenue bonds in partnership with non-profit agencies have been developed and are presented as Attachment B to this report. These proposed terms address:

- leveraging private investment to integrate social services;
- alignment of vision, values and goals;
- assurance that Multnomah county children and families will be served; assurance that quality care will be provided;
- maintenance of non-profit independence from the County;
- development and maintenance of the property;
- interagency coordination of operations on the property; and
- administration of this policy

An Invitation For Dialog

A thoughtful and promising set of proposed program and financial policies have been crafted to guide the County in this new form of partnership with non-profit agencies. Nonetheless, the public policy considerations imbedded in this type of relationship are precedent-setting, complex and clouded by uncertainties. Further dialog with other potential partners and interested parties is needed

before the Board adopts the policies and authorizes issuance of the revenue bonds. County staff plan to proactively inform potentially interested agencies/individuals and invite comments before the Board is formally asked to adopt the policies.

III. FINANCIAL IMPACT

The installment sale of the property to the Edgefield Trust will yield revenues the county's general fund of about \$335,000 in 1995-96 and \$ 56,400 per year for the following fifteen years, beginning in 1996-97.

There are no direct County costs which need to be budgeted for this project. Costs for issuance of the \$2.7 million in revenue bonds are financed through the bonds, and provision is made to reimburse the County's related administrative costs. The County pledges the lease revenues from the land and improvements as the revenues securing the revenue bonds. It is expected that this will provide enough security to satisfy the bond issuers. However, this is some small possibility that an immaterial amount of general fund revenues would also need to be pledged as security. Edgefield is responsible for making all lease payments to the County.

However, there are opportunity costs for the County staff time which is required to support this partnership. Substantial staff time investments have been by the Chair's Office, Budget Office, Finance Office, County Counsel and Department of Community and Family Services in the design of this new partnership model and development of related policies. This work will continue as community comments are considered and contracts are drafted during the next few months. Perhaps even more significantly, Facilities, Purchasing and Community and Family Services staff time will be required throughout the design and construction of the new facilities. Public procurement procedures will need to be followed. On an on-going basis, this partnership will require dialog and collaboration to ensure continuing alignment of strategic goals.

IV. LEGAL ISSUES

County Counsel and the County's Bond Counsel have been closely involved in the development of this partnership model. No insurmountable legal concerns are anticipated.

V. CONTROVERSIAL ISSUES

There is consensus on the partnership model and terms among all county departments and the Edgefield representatives. County staff plan to inform

potentially interested agencies/individuals and invite comments before the Board is formally asked to adopt the policies.

VI. LINK TO CURRENT COUNTY POLICIES

This partnership model is designed to further county benchmarks and strategies for integration of services and public/private partnership. The proposed program policy guidelines ensure these linkages are established and sustained throughout the life of the partnership.

VII. CITIZEN PARTICIPATION

Citizens supporting the vision for a Regional Children's Campus initiated the development of this partnership plan. Janus Youth Agency, Morrison Center and Albertina Kerr have expressed strong interest in partnering with Edgefield in this project. County staff plan to inform other potentially interested agencies/individuals and invite comments before the Board is formally asked to adopt the policies or to approve issuance of revenue bonds.

VIII. OTHER GOVERNMENTAL PARTICIPATION

Wood Village is on record supporting the development of the Regional Children's Campus.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Establishing a County / Non-profit)
financial and programmatic partnership)
for the development of a Regional)
Children's Campus, including a)
contract for lease/purchase of land)
and buildings to the Edgefield)
Land Trust.)

RESOLUTION 95 - 219

WHEREAS, Edgefield Children's Center has approached the County with an innovative proposal for partnership in the establishment of a regional children's campus to provide a full continuum of mental health prevention and treatment services;

WHEREAS, the proposed vision for a Regional Children's Campus is consistent with the County's policies supporting achievement of the urgent benchmarks, integration of services and collaboration.

WHEREAS, the Edgefield Trust Board of Directors is pursuing capital fundraising in the amount \$ 1.4 million to pay for 40% of the cost of capital improvements and has requested that the County issue revenue bonds in partnership with non-profit agencies to provide project financing for the remaining costs;

WHEREAS, a financial policy and a program policy to guide the County when it contemplates issuing revenue bonds in partnership with non-profit agencies has been drafted for consideration by the Board of County Commissioners;

WHEREAS, it is the desire of the Edgefield Land Trust to enter into a contract with the County for lease/purchase of certain County property outlined on the attached map and the Board of County Commissioners committed to sell this site to Edgefield for market value in 1991, contingent upon successful fundraising ;

WHEREAS, it is the shared vision of the Edgefield Children's Center Board of Directors and the County that this collaborative effort shall serve as a new model for Non-profit / County partnership in leveraging philanthropic investment in integrated social services for our community;

WHEREAS, it is the intent of the directors and staff of the Edgefield Children's Center and the Edgefield Land Trust to work in partnership with the County through newly formed governance structure(s) for land development and program related decision-making;

WHEREAS, investment in the capital improvement plan prepared by Edgefield Children's Center will yield the infrastructure to support other development on the campus and the Janus Program and the Morrison Center have expressed interest in placing buildings on the campus;

WHEREAS, as conceived, this partnership would leverage significant private investment for the development of colocated social services facilities with no actual cash outlay requirement by the County; and

WHEREAS, the Edgefield Children's Center and the Edgefield Trust are committed to work with the County and other providers to collaboratively develop the property into a Regional Children's Campus which will meet a broad range of children and family needs and provide a location for the integration of services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners intends to allow the Edgefield Trust to lease/purchase the previously described site at appraised value including 27.54 acres, under a contract providing 40% prepayment and a lease rate paid over 15 years, and directs staff to proceed with the preparation of documents for such contract;

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby directs staff to proceed with the preparation of documents for issuing revenue bonds in accordance with State law and the terms of the proposed financial and program policy guidelines ;

AND BE IT FURTHER RESOLVED that the Board Of County Commissioners hereby directs staff to provide other non-profit agencies and interested parties with the opportunity to review and comment on the County's proposed financial and program policy guidelines for the issuance of revenue bonds in partnership with the Edgefield Trust and, in the future, other non-profit agencies. Those policies shall be approved by the Board of County Commissioners prior to authorization of the sale of revenue bonds pursuant to ORS 288.815 et seq.

Approved this 5th day of October, 1995.



Multnomah County, Oregon

By:

Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

BY:

FINANCIAL POLICY GUIDELINES FOR MULTNOMAH COUNTY ISSUING REVENUE BONDS IN PARTNERSHIP WITH NONPROFIT AGENCIES

The County may issue tax exempt revenue bonds in partnership with a 501(c)(3) non-profit agency. The non-profit agency is responsible for 100% of the capital project costs, all of the debt financing issue costs, any debt reserve requirements and will be responsible for the ongoing annual debt payments and other related costs. The County will issue debt not to exceed 60% of the total capital costs of the project and 100% debt financing and reserve requirements.

The County enjoys a very good credit rating and will not permit this rating to be negatively impacted. Before the County considers a proposal to assist a 501(c)(3) non-profit agency by issuing tax exempt revenue bonds to finance a capital project, the agency and the County must comply with the following. The conditions listed below are in addition to the applicable requirements contained in the County's Financial and Budget Policies, under the Short-Term and Long-Term Debt Financing section, adopted by the Board of County Commissioners as Resolution 95-182.

1 PRECONDITIONS:

- 1.1 The agency must be an IRS 501(c)(3) organization and must demonstrate that it cannot obtain conventional financing at a reasonable cost.
- 1.2 In general, it is intended that the County will be assisting small to medium size agencies that have total annual revenues from all sources of at least \$1,000,000 but not greater than \$10,000,000.
- 1.3 The planned use of the revenue bond proceeds must be consistent with County policy priorities or benchmarks.
- 1.4 The agency must provide the County with five years of historical financial information and operational trends.
- 1.5 The agency must provide the County with a capital and business expansion plan including a five year revenue and expenditure forecast.
- 1.6 The agency must demonstrate its ability to conduct a capital fund raising campaign.
- 1.7 The agency must be non-discriminatory in providing access to its services and in its employment practices.
- 1.8 To initiate the County's review of the feasibility of a financial partnership, the agency must file a complete application in accordance with

instructions and requirements developed by Multnomah County to implement this policy .

2 COST RESPONSIBILITIES:

- 2.1 The agency is responsible for 100% of the capital project costs and related allowable debt issuance and reserve requirements. The County may assist the agency by issuing tax exempt revenue bonds to finance no more than 60% of the capital project and 100% of related allowable debt issuance and reserve costs. The agency is responsible for raising the remaining project funds.
- 2.2 The agency is responsible for all bond issuance costs.
- 2.3 The agency is responsible for submitting a \$1500 application review fee at the time of application; if the application is approved and bonds are issued, that \$1500 shall be subtracted from the amount due for reimbursement of administrative costs as set forth in Section 2.4.
- 2.4 Unless granted an exception by the Chair, County administrative costs of 0.1% of the bond issuance or \$10,000, whichever is more, are to be reimbursed by the agency or capitalized as part of the debt to be repaid by the agency.
- 2.5 The agency is responsible for all ongoing costs related to the financing. These include annual debt payments, paying agent costs, or other related costs. The agency is obligated for the term of the financing and may not have the option of a "nonappropriation" clause.
- 2.6 Before the County instructs the Bond underwriter to sell the bonds, the agency must have in hand 75% of the remaining project funds, as that term is used in Section 2.1. With the County's administrative agreement, up to 25% of the remaining project funds, as that term is used in Section 2.1, may be in the form of promissory notes from grantors or private contributors acceptable to the County.
- 2.7 It is expected that all private funds and promissory notes will be collected within one year of the County's authorization of the sale of revenue bonds. If the private funds are not collected within two years of the County's approval of bond financing, the County shall no longer be considered as committed to the revenue bond financing partnership unless the Board of County Commissioners expressly acts to extend the time period of that commitment.
- 2.8 The agency must provide the County an unencumbered cash reserve in the amount equal to at least six monthly payments or make monthly installment payments equal to 1/12 of the annual debt service requirement. Any interest earned on these funds remain the property of

the County and will be used to offset administrative costs during the term of the debt. Payments are to begin upon the issuance of the debt. This reserve is in addition to any reserves required by the financing.

- 2.9 If at least two agencies are not yet owners of facilities colocated at the project site by the date the County is otherwise prepared to instruct the Bond underwriter to sell the bonds, a \$10,000 non-refundable deposit shall be required from such a second agency as a good faith expression of its intent to colocate at the site within a specified period of time acceptable to the County. The funds shall be deposited in a County trust fund and shall be released for expenditure on facility improvements at the site on behalf of such second agency, as set forth in the provisions of the trust. If the second agency does not proceed with colocation at the site within the time period specified, the trust fund shall revert to the County's general fund.

3 OTHER CONDITIONS:

- 3.1 The County must have title, or first lien rights if the escrow agent holds title on behalf of the lender, to the property while debt is outstanding.
- 3.2 The County will conduct a risk analysis and report this information to the Board of County Commissioners prior to approval of the debt. The County reserves the right to have a third party perform a credit analysis. At a minimum, the risk analysis will address the agency's ability to fulfill its obligations to repay the bonds.
- 3.3 Selection of the Bond Underwriter shall be mutually agreed upon by the County and the agency; however, selection of Tax Counsel shall remain the sole prerogative of the County.
- 3.4 The Board of County Commissioners must authorize the issuance of revenue bonds in accordance with the ORS 288.815 et seq.
- 3.5 Contractual language must be in place to protect the County in case of late payments or default by the agency.
- 3.6 The agency must provide an annual, independently audited financial report to the County.
- 3.7 Before the County instructs the Bond underwriter to sell the bonds, all land use approvals shall be issued and all appeals completed.
- 3.8 Before the County instructs the Bond underwriter to sell the bonds, at least one other non-profit agency shall be an owner of facilities at the project site which are used to serve that agency's clients. If this has been realized by the date the County is otherwise prepared to instruct the Bond underwriter to sell the bonds, it is permissible for a second agency to

demonstrate its' financial commitment to colocate facilities in accordance with the terms set forth in Section 2.9.

4 NON-PROFIT REVENUE BOND LIMITS:

- 4.1 In general , the County will not provide revenue bond financing for a non-profit agency for any project that is under \$1,000,000 or over \$4,000,000 in bonded indebtedness.
- 4.2 In accordance with the County's financial policy for long-term debt, the combined long-term debt of the County shall not exceed 5% of the County's General Fund revenues. Further, the issuance of revenue bonds in partnership with non-profit agencies shall be limited so as not to exceed \$ 6.5 million or 25% of the remaining available long-term debt capacity, whichever is more.
- 4.3 The maximum term of revenue bonds issued under this policy shall not exceed 15 years.

5 ADMINISTRATION OF THIS POLICY:

- 5.1 The Budget and Quality Office is responsible for coordinating the overall process of accepting and reviewing proposals by non-profits to enter into partnership with the County for revenue bond financing and for making recommendations to the Chair in considering these requests.
- 5.2 County operating department(s) with related programs are responsible for analyzing proposals for conformity with related program policy guidelines.
- 5.3 The Finance Division is responsible for analyzing proposals for conformity with these financial policy guidelines and for implementing revenue bond financing partnerships, as approved.

PROGRAM POLICY GUIDELINES FOR MULTNOMAH COUNTY ISSUING REVENUE BONDS IN PARTNERSHIP WITH NON-PROFIT AGENCIES

The purpose of this policy is to clarify the County's program related interests in issuing revenue bonds in partnership with non-profit agencies to support facilities improvements and the colocation of social services agencies in Multnomah County. This policy is a companion to the "Financial Policy Guidelines for Multnomah County Issuing Revenue Bonds In Partnership With Non-Profit Agencies." These guidelines have been developed in the context of a proposal for a partnership in establishing a Regional Children's Campus at Edgefield, but the intent is to develop a model which can also be used for future partnerships.

1 LEVERAGING PRIVATE INVESTMENT TO INTEGRATE SOCIAL SERVICES

- 1.1 The ability to successfully leverage substantial private investment for the development of social services facilities is important to the County ; this represents an opportunity for the County to demonstrate a new role for local government as a catalyst for social investment.
- 1.2 At least two agencies must be committed to a collaborative effort in any project in which the County provides revenue bond financing in order to ensure that an interlocking, multi-agency relationship is established as the foundation for services integration.

2 ALIGNMENT OF VISION, VALUES AND GOALS

- 2.1 Agencies must commit to a common vision including: providing integrated services that are easy for clients to access; active support for decategorized funding to support services integration; and commitment to shift the agencies' administrative focus from monitoring inputs to evaluating outcomes.
- 2.2 Agencies must commit to shared values with Multnomah County, as adopted by the Board of County Commissioners, at the time of application approval. [Refer to the approved values and goals of the Multnomah Commission on Children and Families.]
- 2.3 Agencies' adopted strategic goals must directly relate to the County's urgent benchmarks at the time of application approval.
- 2.4 Agencies with a history of contracting with public agencies to serve Multnomah County residents will generally be given preference because this will be viewed as a demonstrated commitment to serving Multnomah County residents most in need.

2.5 Agencies shall develop and update a strategic plan for the campus services at least every two years throughout the term of project financing. Such a strategic plan is intended to include vision, values, goals and long-term program development strategy; while the plan is intended to outline specific priorities for action within the subsequent 3-5 years, it is not intended to be a detailed operational plan. Plan development shall be a collaborative effort involving, at a minimum, services providers on site and the plan shall be presented to the BCC for their review and comment at a meeting or briefing session.

3 ASSURANCE THAT MULTNOMAH COUNTY CHILDREN & FAMILIES WILL BE SERVED

- 3.1 At a minimum, a majority of services in all programs offered on the campus during any calendar year shall be provided to residents of Multnomah County.
- 3.2 In order to assure that services are primarily dedicated to meet the needs of clients identified as "in need" by Multnomah County, agencies must commit to striving to serve a mix of public/private pay clients: roughly 75% publicly supported clients and 25% private pay clients.
- 3.3 Agencies shall accept "no refusal" clauses in contracts with the County to ensure clients needs are met as often as possible. The agencies shall also work in partnership with the County to develop service capacity and safe environments to appropriately serve clients with difficult/complex problems.

4 ASSURANCE THAT QUALITY CARE WILL BE PROVIDED

- 4.1 Agencies will, wherever appropriate, maintain accreditation of the highest quality, consistent with standards established by federal, state and local guidelines.

5 MAINTENANCE OF NON-PROFIT INDEPENDENCE FROM COUNTY

- 5.1 County contracting decisions will be made entirely independently from the revenue bond financing relationship.
- 5.2 Agencies have the right to decline opportunities to contract with the County if the rates established are not sufficient to support revenue bond repayment and operations at a level consistent with accreditation standards.
- 5.3 In general, agency operations shall be solely the purview of the non-profit agencies and the County shall not become involved except that in the event that terms of the financial agreement are breached.

6 DEVELOPMENT & MAINTENANCE OF THE PROPERTY

- 6.1 It is the intent of the County to work cooperatively with non-profit agencies with ownership of facilities on the site. The County will work cooperatively with these providers to prepare site plans, design improvements and to develop other capital plans.
- 6.2 A legally constituted representative body representing the non-profit agencies with ownership of facilities on the site shall be established to act as a "fair broker" for development and maintenance of the subject property.
- 6.3 It is the intent of the County to limit its project oversight and control activities to the level necessary to assure conformance with the laws, rules and procedures governing Multnomah County. The County shall defer other decisions to the legally constituted representative body representing the non-profit agencies with ownership of facilities on the site.
- 6.4 The legally constituted representative body representing the non-profit agencies shall review and approve applications for agencies to move onto the campus, in accordance with:
 - 6.4.1 the County's current financial and program related for issuing revenue bonds in partnership with non-profits; and
 - 6.4.2 the compatibility of the services to be provided by the applicant agency with those already provided by agencies on the site, in order to support services integration.
- 6.5 The County shall have no responsibility for the maintenance and repair of buildings or grounds, unless it elects to build its own building on the site.

7 INTERAGENCY COORDINATION OF OPERATIONS ON THE PROPERTY

- 7.1 A "campus council" or equivalent shall be established for the purpose of convening agencies collocated on the campus to promote planning and delivery of integrated services, to facilitate cooperation in campus operations and to advise the body referred to in section 6 above on capital development and maintenance concerns.
- 7.2 Such a campus council shall be open to any agency colocating services on the site, even if the agency does not own facilities on the site.

8 ADMINISTRATION OF THIS POLICY

- 8.1 The Budget and Quality Office is responsible for coordinating the overall process of accepting and reviewing proposals by non-profits to enter into partnership with the County for revenue bond financing and for making recommendations to the Chair in considering these requests.
- 8.2 County operating department(s) with related programs are responsible for analyzing proposals for conformity with these program policy guidelines.
- 8.3 The Finance Division is responsible for analyzing proposals for conformity with the related financial policy guidelines and for implementing revenue bond financing partnerships, as approved.

N.E. HALSEY



SCALE: 1"=300'

PROPOSED CITY OF WOOD VILLAGE PARCEL
6.87 ACRES

PROPOSED EDGEFIELD CHILDREN'S CENTER

PARCEL 1
174.938 ACRES

PROPOSED MULT. CO.
242ND CONNECTOR

PARCEL 3
7.716 ACRES
(SEE DETAIL ON SHEET
..(1))

Point of Beginning
Section Corner
Found a 4 1/4" Brass disc in a 6"x6" Concrete Monument

Fnd. Stone
W/"X" in top
1' below
Surface.

SLOPE, UTILITY,
SIDEWALK, AND
DRAINAGE
EASEMENT
(95-97069)

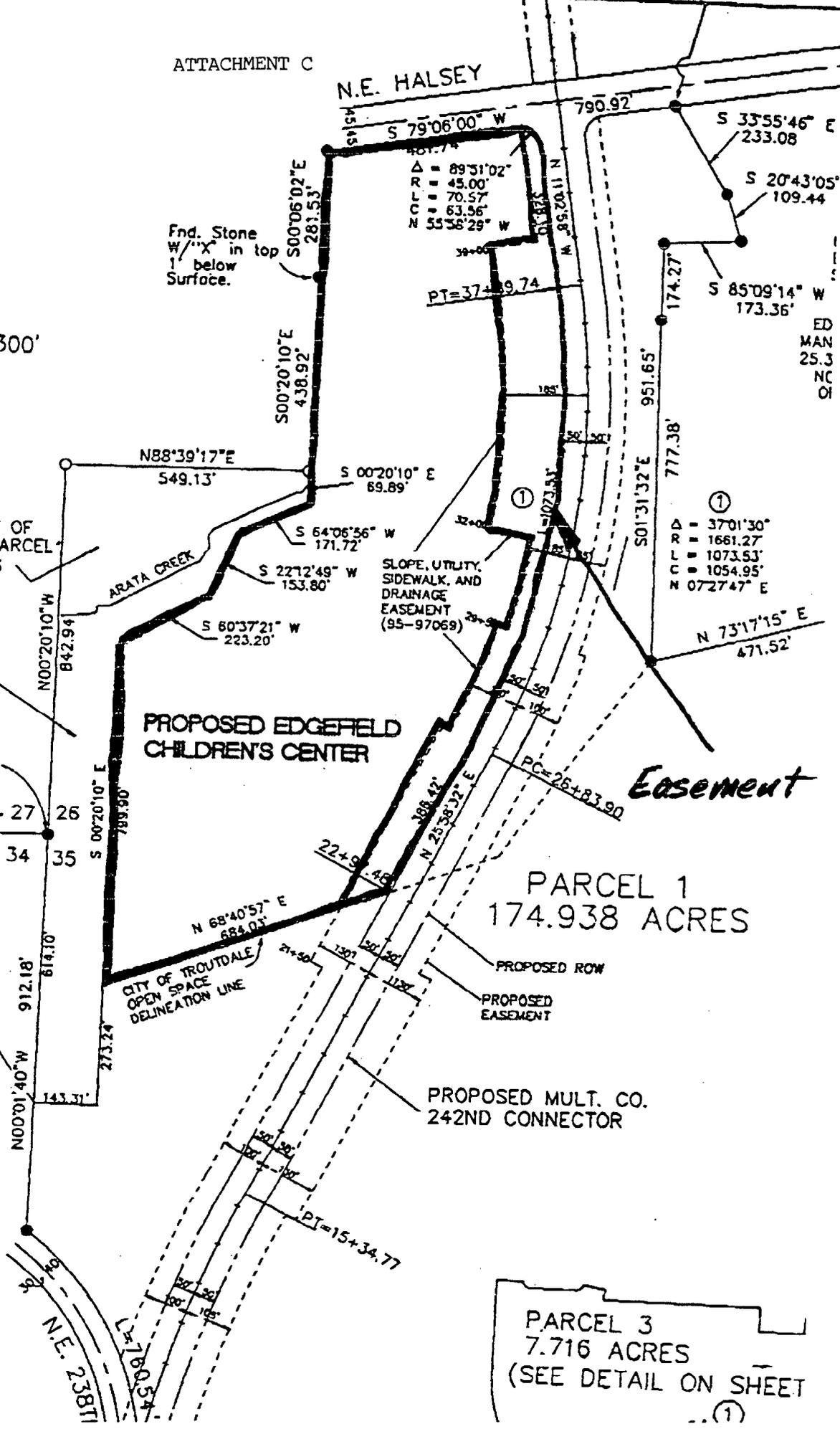
Easement

$\Delta = 89^{\circ}31'02''$
 $R = 45.00'$
 $L = 70.57'$
 $C = 63.56'$
 $N 55^{\circ}38'29'' W$

①
 $\Delta = 37^{\circ}01'30''$
 $R = 1661.27'$
 $L = 1073.53'$
 $C = 1054.95'$
 $N 07^{\circ}27'47'' E$

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25.3
NC
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005'20"E



MEETING DATE: OCT 05 1995

AGENDA NO: R3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Willow Tree II Notice of Intent to Apply for Funds

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: DCFS DIVISION: CAPO/Community Development

CONTACT: Cecile Pitts/Janet Hawkins TELEPHONE #: 248-3044; 248-3707
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Cecile Pitts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

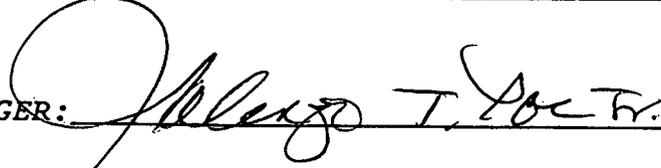
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Board is recommended to approve the submittal of an application to the Affordable Housing Program (AHP) through the Federal Home Loan Bank for the total of \$80,000 as part of the development budget for the Willow Tree II property. The Willow Tree II property was purchased by the county with federal Community Development Block Grant funds to develop as affordable housing for low income families. The property is adjacent to the Willow Tree Inn Family shelter in Gresham Oregon.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

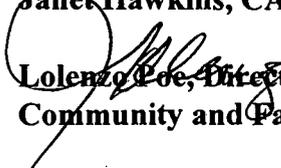
BOARD OF
COUNTY ADMINISTRATORS
MULTNOMAH COUNTY
OREGON
1995 SEP 29 PM 4:20

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Cecile Pitts, CAPO/ Community Development 
Janet Hawkins, CAPO/Community Development

VIA: Lolenz Poe, Director 
Community and Family Services Department
Rey Espana, Director CAPO/Community Development 

**RE: Willow Tree II Notice of Intent to Apply for Affordable Housing Program
Funding through the Federal Home Loan Bank**

DATE: September 25, 1995

I. Recommendation/Action Requested

The Board is recommended to approve the submittal of an application to the Affordable Housing Program (AHP) through the Federal Home Loan Bank for the total of \$80,000 as part of the development budget for the Willow Tree II property. The Willow Tree II property was purchased by the county with federal Community Development Block Grant funds to develop as affordable housing for low income families. The property is adjacent to the Willow Tree Inn Family shelter in Gresham Oregon.

The AHP proposal is to develop the property as 20 units of affordable rental housing serving large very low income families in east county and Gresham.

II. Background and Analysis

It is proposed that the Willow Tree II property be developed into twenty units of affordable housing for very low income renters. The project will be designed to serve large families in east county and the Gresham area. Currently there are federal Community Development Block Grant Commitments from both the county and Gresham for development of the apartment facility.

In June of 1994 the county acquired the vacant lot adjacent to the Willow Tree Inn Family Shelter in Gresham Oregon. The shelter is Gresham's only transitional housing program serving homeless families seeking self sufficiency. Since its opening in 1993 the shelter has had exceptional success in serving homeless east county families.

The Willow Tree II project is designed around several smaller buildings, each comprised of 4 - 5 townhouse units. Each unit has its own front door and backyard. One of the units will be fully accessible. A main street will run through the complex which will allow for individual parking spaces located next to the apartment units. Willow Tree II will be designed with open space

throughout the complex; close proximity to the Gresham High School playing fields continues the feeling of open ness. The design includes a community room where child care will be provided.

The Housing Authority of Portland is submitting the application to the Federal Home Loan Bank. This notice of intent covers a funding package which will include applications to the State Department of Housing and Community Services and private lenders. The county's role is to submit appropriate letters of commitment and support to the applications.

III. Financial Impact:

The current application is part of the funding package for development of the property as affordable housing for very low income families. Other county commitments to this project are CDBG and HOME development funds.

IV. Legal Issues:

The property is currently in the ownership of the county. Transfer to the Housing Authority will occur by Intergovernmental Agreement at the appropriate time.

V. Controversial Issues:

The proposal is designed as multi family development consistent with the zoning requirements of the property. The proposal includes a community center in which child care will be provided. The child care use will require a public hearing in the city of Gresham.

VI. Line to Current County Policies:

Willow Tree II meets an urgent need for affordable housing for families (especially large families) in east county and Gresham according to the county wide housing and community development policies. The total project is twenty units. Eight of the units are 3 bedroom; five of the units are 4 bedroom.

VII. Citizen Participation:

Willow Tree II has received commitments of CDBG funding from Gresham and the county. Both awards have required extensive public hearings and public participation.

VIII. Other Governmental Participation:

The project is a partnership between the community, the county, Gresham, and the Housing Authority. The funding package includes additional federal and state partners.

MEETING DATE: October 5, 1995

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Decision Regarding Appeal of Anna Duong-Thi Phuong-Hang

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 10⁰⁰am TC Requested

REGULAR MEETING: Date Requested: Thursday, October 5, 1995

Amount of Time Needed: 5-10 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: City Attorney Pete Kasting TELEPHONE #: 823-4047

BLDG/ROOM #: 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting, Possible Representatives of Appellant and Adult Care Home Program

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

BOARD DECISION REGARDING APPEAL OF ANNA DUONG-THI PHUONG-HANG FROM HEARINGS OFFICER DECISION ON ADULT CARE HOME LICENSE. OPTION 1 HOLD A HEARING TO ACCEPT EVIDENCE OR ARGUMENT ON THIS APPEAL (SUGGESTED DATE IN THAT CASE IS THURSDAY, OCTOBER 26, 1995). OPTION 2 DECIDE THIS APPEAL ON THE RECORD THAT HAS ALREADY BEEN CREATED (ATTACHED HERETO). REPRESENTATIVES OF THE APPELLANT AND THE ADULT CARE HOME PROGRAM MAY PROVIDE A STATEMENT ON THAT QUESTION ONLY.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Beverly Stein*

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
1995 SEP 25 PM 4:18
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
1220 S.W. 5th Avenue
Portland, Oregon 97204
(503) 823-4047

September 15, 1995

INTEROFFICE MEMORANDUM

TO: Board of County Commissioners

FROM: Peter Kasting *PK*
Senior Deputy City Attorney

SUBJ: Appeal of Anna Duong-Thi Phuong-Hang from Hearings
Officer Decision on Adult Care Home License

At its meeting on October 5, 1995, the Board needs to decide whether it wants to (1) hold a hearing to accept evidence or argument on this appeal or (2) decide this appeal on the record that has already been created. MCC section 8.90.090 (J) and section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes give the Board discretion to follow either course.

The meeting on October 5 is not intended to address the merits of the appeal. It is only to decide whether the Board wants to receive additional evidence or argument in this matter, and to schedule further steps in the appeal.

I will be attending the meeting on the 5th. Representatives of the licensee and the Adult Care Home Program might attend this meeting but are not required to attend. If they do attend and you want to hear from them on whether additional evidence or argument should be received (and on that question only), I would suggest giving each side three minutes to make a statement.

BOARD OF
COUNTY COMMISSIONERS
1995 SEP 15 AM 11:43
MULTNOMAH COUNTY
OREGON

c: Anna Duong-Thi Phuong-Hang, Appellant
Katie Gaetjens, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY

In the Matter of the Adult
Home Care License Application

of

ANNA DUONG-THI PHUONG-HANG.

City Hearings Office
No. 153025

REBUTTAL TO APPELLANT'S
EXCEPTIONS

Following a hearing, Hearings Officer Shatzer upheld the determination of the Manager of Multnomah County Adult Care Home Program, Department of Aging Services, denying appellant's application for a license. The Hearings Officer sustained the Manager's findings that the license application contained "fraudulent, untrue, incomplete or missing information," in violation of MCAR 890-080-120(b). He also held that the application was properly denied because it was incomplete, and that the County established by clear and convincing evidence that the applicant herself prepared the fraudulent physician's statement. MCAR 890-020-200. (Copy of September 11, 1995 order attached.) Appellant has written to request a hearing. (Letter of September 4, 1995, attached.) We treat this letter as the filing of written exceptions under MCAR 890-090-410.

REBUTTAL TO EXCEPTIONS

Essentially, applicant raises three exceptions in her letter. They are summarized as follows:

1. The hearing was unfair and not impartial.
2. Appellant's only possible witness, who allegedly prepared

1 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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MULTNOMAH COUNTY
RECORDS
1995 SEP 25 11 8 25
JAN 10 1996

1 the fraudulent documents, could not be located.

2 3. Appellant had no motive to prepare fraudulent documents.

3 The exceptions are answered in turn.

4 1. Fairness of hearing.

5 Appellant contends that the hearing was unfair because she had
6 no opportunity to present witnesses to defend her character. In
7 fact, appellant could have introduced witnesses at the hearing and
8 simply failed to do so. The letter notifying her of the denial of
9 her license was sent July 11, 1995. The hearing was set for
10 August 25, 1995. She had six weeks to locate witnesses, and did
11 not do so. Appellant also attended an administrative conference on
12 July 28, 1995, and did not produce witnesses on this occasion
13 either.

14 More importantly, testimony of character witnesses could not
15 have changed the outcome. As the Hearings Officer indicates,
16 denial of appellant's application was based on the submission of
17 fraudulent documents. Although this finding reflects on a
18 provider's character, producing character witnesses could not
19 disprove the documents are fraudulent.

20 The record demonstrates that not only the physician's
21 statement upon which the Hearings Officer based his holding, but
22 all but one of the documents in the application, were prepared by
23 applicant herself and presented as if written by others. The
24 Hearings Officer found that the physician's statement allegedly
25 submitted by Dr. Babcock was submitted and signed by appellant.
26 The record contains a signed statement from Dr. Babcock that she

2 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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1 did not fill out the form or sign it. (Exhibit 4)

2 Also in the record is a sworn statement from applicant's own
3 brother, a physician, that the character reference and medical
4 statement he allegedly submitted and signed were not completed or
5 signed by him, and in fact were completed and signed in his
6 sister's handwriting, except for the signature on the reference
7 form. (Exhibit 6)

8 Testimony on the record from a handwriting analyst hired to
9 evaluate appellant's application establishes that all of the
10 documents applicant submitted were written and signed by the same
11 author. Comparing those documents with a May 24, 1995 letter from
12 applicant to Carole Isaman of the Adult Care Home Program, the
13 expert concludes that the applicant herself wrote all these
14 documents.

15 Applicant had the opportunity to submit character witnesses
16 and did not do so. Production of character witnesses could not
17 have changed the findings underlying the denial. The denial of
18 applicant's license was based on her submission of fraudulent and
19 untrue documents and an incomplete application. Applicant does not
20 refute these findings.

21 Applicant also questions the impartiality of the hearing and
22 the Hearings Officer. The Adult Care Home purposely hires an
23 independent Hearings Officer to handle license appeals, and has
24 promulgated rules to establish fairness and consistency in the
25 hearing process. The fact that the Hearings Officer held against
26 appellant does not establish an unfair process.

3 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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1 2. Availability of applicant's only witness.

2 Applicant contends that the fraudulent documents she submitted
3 were prepared by a Kim Lee, a woman who worked for applicant at one
4 time. Applicant contends that Ms. Lee was trying to hurt her by
5 falsifying the application. Indeed the record contains a letter
6 allegedly written by Ms. Lee admitting and apologizing for her
7 conduct. (Exhibit 5) Testimony of the County's handwriting
8 expert indicates the letter was in fact written by appellant.
9 Nonetheless, appellant asserts that her case was compromised
10 because Ms. Lee "for some reasons couldn't be located."

11 In fact, testimony at hearing by Melinda Maxwell, an Adult
12 Care Home Program employee, indicates that she attempted to locate
13 Ms. Lee through the information submitted in Ms. Lee's letter of
14 reference for applicant. She contacted the phone number given by
15 Ms. Lee. It had been changed to another local number. The woman
16 who answered that number indicated she did not know Ms. Lee, and
17 that the number on the reference form was her own earlier listing.
18 Ms. Maxwell contacted Ms. Lee's stated employer, St. Vincent's
19 Hospital. There was no Kim Lee employed at St. Vincent's. Because
20 Ms. Lee's letter of reference indicated she was a nurse, Ms.
21 Maxwell contacted the State Board of Nursing to see if Ms. Lee was
22 licensed. She was not. Finally, her testimony indicates Ms.
23 Maxwell attempted to verify the Post Office Box number in
24 Somerville, New Jersey, which Ms. Lee gave as the return address
25 for the July 4, 1995 letter of apology to appellant, which
26 appellant claims explains the fraudulent documents. Ms. Maxwell

4 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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(503) 248-3138

1 was informed that there was no post office box number corresponding
2 to the one on the letter of apology. In summary, not only the
3 availability, but the actual existence of "Ms. Lee," is
4 questionable.

5 Even if appellant had been able to produce Ms. Lee at hearing,
6 and even if Ms. Lee admitted to falsifying applicant's application
7 documents, the outcome could have been no different. The applicant
8 is responsible for submitting a truthful, non-fraudulent, complete
9 application. She failed to do so.

10 3. Motive to prepare fraudulent documents.

11 Appellant's primary exception is that the Hearings Officer
12 failed to establish that she had any motivation to falsify her
13 license application. This exception is irrelevant. There is no
14 obligation to establish a prospective adult care home operator's
15 motive in violating the applicable administrative rules. The
16 Hearings Officer, as fact finder, is required only to determine if
17 the agency's action is based on evidence in the record. In this
18 case, he repeatedly found the agency's action supported by "clear
19 and convincing evidence." No more is necessary.

20 CONCLUSION

21 The Board of County Commissioners, through MCAR 890-090-450,
22 is not required to conduct a hearing or schedule oral arguments.
23 It may accept the Hearings Officer's order after review of the
24 record and the written exceptions. MCC 8.90-090(J). There is a
25 compelling record that supports the Hearings Officer's
26 determination. Department of Aging Services requests that the

5 - REBUTTAL TO APPELLANT'S EXCEPTIONS

1 Board affirm the Hearings Officer's Order on the record.

2 DATED this 26 day of September, 1995.

3
4 Respectfully submitted,

5 LAURENCE KRESSEL, COUNTY COUNSEL
6 FOR MULTNOMAH COUNTY, OREGON

7 By Katie Gaetjens
8 Katie Gaetjens, OSB #88210
9 Assistant County Counsel
10 Of Attorneys for Multnomah County

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6 - REBUTTAL TO APPELLANT'S EXCEPTIONS

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
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CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

HEARINGS OFFICER'S DETERMINATION AND ORDER

APPEAL OF ANNA DOUNG-THI PHUONG-HANG

HEARING NO. 153025

DATE OF HEARING: August 25, 1995

APPEARANCES:

Ms. Mary Fassell for Multnomah County

Ms. Anna Doung-Thi Phuong-Hang

HEARINGS OFFICER: Mr. William W. Shatzer

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

On or about February 23, 1995, the appellant Anna Doung-Thi Phuong-Hang submitted an application for an Adult Care Home License to the Manager of the Multnomah County Adult Care Program. In connection with that application, applicant submitted, or caused to be submitted to the Adult Care Program Manager a physician's statement as required by MCAR 890-020-200 which purported to be the statement of a Dr. Cristin J. Babcock. The County subsequently determined that the statement was not prepared by Dr. Babcock and denied the appellant's license application under the provisions of MCAR 890-080-120 (b) which allow the Manager to deny a license application whenever "the application and/or other statements to the Department contain(s) fraudulent, untrue, incomplete or misleading information." Ms. Anna Doung-Thi Phuong-Hang has appealed that denial.

There is no dispute that the purported statement of Dr. Babcock is a bogus document. That, without more, would be sufficient under the applicable Multnomah County Administrative Rules to support the County's license application denial. MCAR 890-080-120(b) allows a license denial for any "untrue" statement, regardless of whether the untruthfulness was the result of simple error, gross negligence, or intentional misstatement by the applicant. In addition, because the purported physician's statement is bogus, the appellant's license application lacks the physician's statement required by MCAR 890-020-200 and, as the license application is thus incomplete, the license application may be properly denied on that ground as well.

However, in addition to establishing that the purported physician's statement was bogus, the County has established by clear and convincing evidence that the statement was not only false but was falsely prepared and submitted by the appellant herself. The County has further demonstrated, by clear and convincing

evidence, that the appellant has personally prepared and submitted to the County other bogus documents on several occasions. Accordingly, the purported physician's statement by Dr. Babcock was not only "untrue" but was "fraudulent" as well.

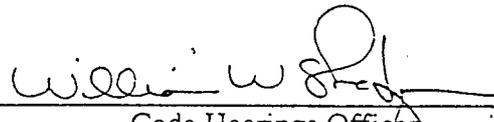
I have no reasonable explanation of the appellant's motivation in preparing and submitting these fraudulent documents. There seems no reason why Ms. Anna Doung-Thi Phuong-Hang could not have obtained a valid physician's statement from Dr. Babcock or from some other physician. Appellant would seem to have little to gain by forging and submitting this statement. Nonetheless, the physician's statement was clearly fraudulently prepared and submitted by her and that is clearly sufficient grounds to deny her application.

ORDER AND DETERMINATION:

1. The determination of the Manager of the Multnomah County Adult Care Program dated July 11, 1995, denying the Adult Care Home License application of the appellant Anna Doung-Thi Phuong-Hang is SUSTAINED.
2. This order and determination has been mailed to the parties on September 1, 1995 and shall become final on September 21, 1995, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated:

September 1, 1995


Code Hearings Officer

WWS:db

#15325

HANA'S SENIOR CARE HOMES
2843 SW Plum Ct.
Portland, OR 97219
Tel. (503) 244-9640

RECEIVED

SEP 6 1995

HEARINGS OFFICE

Board of County Commissioners
1120 SW 5th Room 1017
Portland, OR 97204

September 4, 1995

Dear Sirs:

As I understood in the matter of law, there is a case only when there is a motive. I had a hearing on August 25th, 1995 with Mr. William W. Shatzer and Ms. Mary Fassell regarding a denial of my license for my application of an existing Adult Foster Care Home that I purchased from Joni Wright at the asking price of \$54,000.00. I have been running that home for 8 months. My credentials were good. My qualifications were good to handle the business.

First, the hearing held on August 25th 1995 was not a fair hearing for me. I haven't had a chance to bring with me living witnesses who have known me in person, and who have known the problems that I have encountered, and who could testify what kind of person I am. I was not aware that the hearing was going to be like a trial. I couldn't be the defendant, an appellant, and a cross-examiner at the same time. I couldn't understand how Mr. Shatzer defined a case and determined it. There was no impartiality. I was accused of giving fraudulent information about my physicians' statements and other personal references and documents in order to obtain my license. I objected to the accusations because I had no motive of forging either my physicians' statements and signature or other documents to obtain my license, to destroy my self-image and to jeopardize my business goal.

Second, all accusations were based upon documents prepared by Kim, a person whom I hired to be in charge of my paper work and bookkeeping. That person with health problems for some reasons couldn't be located. She was the only witness who was willing to clear my name if she still had a chance to survive her cancer. My only mistake was to be too trusting. If I were what I was accused of, I should be able to demonstrate the ability to be at the same time a defendant, an appellant, and a cross-examiner. Unfortunately, I have failed because my brain has not known such performance. As a matter of fact, I couldn't be at the same time a person who forged either my physicians' statement or other documents and prepared another document to defend myself.

I love my business and my work. I devote my life to them. I am faced with a very delicate situation in that I am not able to prove that Kim fraudulently prepared documents in my name. I became aware that she was doing things to hurt me when I found out that she had forged my signature and withdrew \$4,500.00 from my Visa account in March, 1995. I decided not to press charges because she was too ill in April, 1995. She could barely walk. I had decided to let go of the money she took from me. I simply thought that her punishment would be her physical and mental pains that she had to endure from her cancer until she died.

I am asking the Board of County Commissioners to give me a chance to prove to you that I am not a person who of bad character or bad conduct. I am a person who always lives up to my moral standards and my principles. I have never compromised my principles with money, power or control. I have never betrayed anybody in order to protect myself. Regarding the problems discovered in my application for my license, I would like to have the opportunity to correct them in person as soon as I have a chance to.

Thank you very much for your consideration to my appeal. I am looking forward to receive an exception for my situation.

Truly yours,



Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes

cc: David Oleson
Board of County Commissioners

CERTIFICATE OF MAILING

I hereby certify that on the 26 day of September, 1995, I served the within document by depositing in the United States Post Office at Portland, Oregon, a full, true, and correct copy thereof, by first class mail, with postage prepaid, addressed to the following:

Peter Kastings
City Attorney's Office
Room 315, City Hall
1220 SW Fifth Avenue
Portland, OR 97204
Attorney for Board of County
Commissioners

Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes
2843 SW Plum Ct.
Portland, OR 97219


Katie Gaetjens

CERTIFICATE OF MAILING

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: *Pete Kasting, Assistant City Attorney
Katie Gaetjens, Assistant County Counsel*

FROM: *Deb Bogstad Deb Bogstad*

DATE: *September 12, 1995*

RE: *Adult Care Home License Appeal of Anna Duong-Thi Phuong-Hang*

Pursuant to our telephone conversation today, enclosed please find a copy of the Portland Hearings Office file regarding the captioned August 25, 1995 decision. The matter will be before the Board of Commissioners in its regularly scheduled meeting at 9:30 a.m., Thursday, October 5, 1995, at which time the Board will be asked to decide whether to make a determination on the appeal based on the record, or schedule a de novo hearing. In that case, a tentative hearing date has been set for Thursday, October 26, 1995.

Thank you for your courtesies and assistance in this matter.

*enclosure
cc: Mary Fassell*

HANA'S SENIOR CARE HOMES
2843 SW Plum Ct.
Portland, OR 97219
Tel. (503) 244-9640

RECEIVED

SEP 6 1995

HEARINGS OFFICE

Board of County Commissioners
1120 SW 5th Room 1017
Portland, OR 97204

September 4, 1995

Dear Sirs:

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First, the hearing held on August 25th 1995 was not a fair hearing for me. I haven't had a chance to bring with me living witnesses who have known me in person, and who have known the problems that I have encountered, and who could testify what kind of person I am. I was not aware that the hearing was going to be like a trial. I couldn't be the defendant, an appellant, and a cross-examiner at the same time. I couldn't understand how Mr. Shatzer defined a case and determined it. There was no impartiality. I was accused of giving fraudulent information about my physicians' statements and other personal references and documents in order to obtain my license. I objected to the accusations because I had no motive of forging either my physicians' statements and signature or other documents to obtain my license, to destroy my self-image and to jeopardize my business goal.

Second, all accusations were based upon documents prepared by Kim, a person whom I hired to be in charge of my paper work and bookkeeping. That person with health problems for some reasons couldn't be located. She was the only witness who was willing to clear my name if she still had a chance to survive her cancer. My only mistake was to be too trusting. If I were what I was accused of, I should be able to demonstrate the ability to be at the same time a defendant, an appellant, and a cross-examiner. Unfortunately, I have failed because my brain has not known such performance. As a matter of fact, I couldn't be at the same time a person who forged either my physicians' statement or other documents and prepared another document to defend myself.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 SEP - 6 AM 11:37

I love my business and my work. I devote my life to them. I am faced with a very delicate situation in that I am not able to prove that Kim fraudulently prepared documents in my name. I became aware that she was doing things to hurt me when I found out that she had forged my signature and withdrew \$4,500.00 from my Visa account in March, 1995. I decided not to press charges because she was too ill in April, 1995. She could barely walk. I had decided to let go of the money she took from me. I simply thought that her punishment would be her physical and mental pains that she had to endure from her cancer until she died.

I am asking the Board of County Commissioners to give me a chance to prove to you that I am not a person who of bad character or bad conduct. I am a person who always lives up to my moral standards and my principles. I have never compromised my principles with money, power or control. I have never betrayed anybody in order to protect myself. Regarding the problems discovered in my application for my license, I would like to have the opportunity to correct them in person as soon as I have a chance to.

Thank you very much for your consideration to my appeal. I am looking forward to receive an exception for my situation.

Truly yours,



Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes

cc: David Oleson
Board of County Commissioners



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Virginia L. Gustafson, Land Use Hearings Officer
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

I certify that attached hereto is the true and complete record of the appeal of Anna Doung-Thi Phuong-Hang, No. 153025, during the period beginning July 26, 1995, and ending September 12, 1995.

Photocopies of the following documents:

Historical Log prepared September 12, 1995.

Appeal No. 153025, comprised of --

July 14, 1995, letter Anna Duong-Thi Phuong-Hang to Mary Fassell,

July 11, 1995, letter Fassell to Phuong-Hang,

July 21, 1995, letter Fassell to William W. Shatzer, and

July 4, 1995, letter Kim S. Lee to "Anna".

Notification List prepared July 26, 1995.

Notice of Hearing for August 25, 1995, hearing, mailed to the parties July 28, 1995.

Hearings Officer's Determination and Order mailed to the parties September 1, 1995.

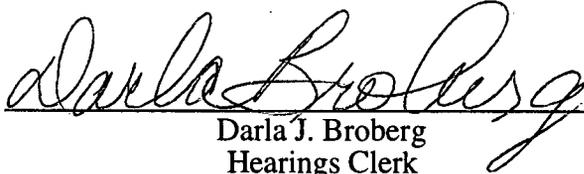
September 4, 1995, letter Phuong-Hang to Board of County Commissioners. (NOTE: This constitutes appellant's appeal to the Board of County Commissioners. Letter was mailed to the Hearings Office and received there on September 6, 1995. Letter was hand-delivered to the Office of the Board Clerk.)

Hearing Record prepared at the August 25, 1995, hearing.

Original exhibits numbered 1 through 11 inclusive.

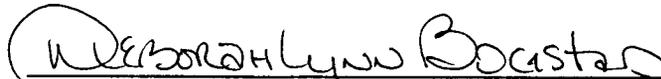
Duplicate of the tape record prepared at the August 25, 1995, hearing.

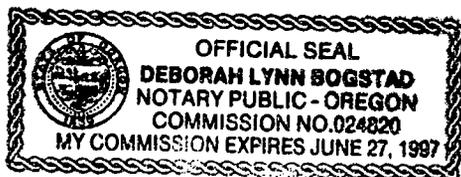
Dated: September 13, 1995


Darla J. Broberg
Hearings Clerk

On September 13, 1995, Darla Broberg appeared before me and did acknowledge that she did execute the foregoing certification in her official capacity as Code Hearings Secretary.

Dated: September 13, 1995


Notary Public
My commission expires 6/27/97.



Hearing # 153025

Historical Log

Date Prepared: 9/12/95

Time Prepared: 2:02:22 PM

On Suspense Until: 9/22/95

Action: Close filed as sustained.

Hearings

<u>Date</u>	<u>Time</u>	<u>Purpose</u>	<u>Disposition</u>
8/25/95	9:00:00 AM		Hearing held (length--1-3/4 hours). Appearances: Phuong-Hang, Fassell.

Civil Penalties, Liens, Bureau Fees

<u>Control#</u>	<u>DatePosted</u>	<u>Type of fine/fee</u>	<u>Dates:</u>	<u>Imposed</u>	<u>Paid</u>	<u>Liened</u>	<u>Cancelled</u>	<u>Amounts:</u>	<u>Center Code</u>
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Contacts

<u>Date</u>	<u>Key</u>	<u>Comments</u>
7/26/95	appeal	Rcvd appeal of adult care home action from Anna Duong-Thi Phuong-Hang via Mary Fassell (Mult. Co.) DB
7/27/95	hrgs tel	Hearing set for 9:00 a.m., Friday, 8/25/95. Left VM message for Fassell. DB
7/28/95	notm	Notices mailed. DB
9/1/95	misc	Per WS, charge 4.5 hours to County. DB
9/1/95	ordm	Order mailed. DB
9/6/95	letr	Letter rcvd from Phuong-Hang addressed to County Commissioners, apparently an appeal. Kept copy, took original to Kerry (sp?) in County Clerk's office (Room 1510 Portland Building). They will contact us re. supplying record. DB
9/12/95	tel	Rcvd call from Debbie of County Board office (248-3277) requesting copy of our record, including hearing tape. (Per WS, give them a copy of our case file BUT original exhibits [keep copy for file] along with the two large diagrams submitted. DB

4/28/93 db

RECEIVED

JUL 18 1995

ADULT CARE HOME PROGRAM

HANA'S SENIOR CARE HOMES
2843 SW Plum ct
Portland, OR 97219

Mary Fassell
Adult Care Home Program
421 SW 5th Rm 405
Portland, OR 97204

July 14, 1995

Dear Mrs. Fassell:

I am shocked when I receive your letter regarding my physician's statement because I have never done anything like that in my life. I know some people whom I trust try to hurt me for one reason or another. But, I can't believe that people can hurt me that way.

Regarding my bank account that was closed when you want to check my financial resources. My money was sitting in Bank of America accounts over two years. The reason I have to close it because somebody stole my card and used my money. I open another account at Oregon Telco Credit union and always keep my cash flow in my checking account between \$3,000.00 to \$5,000.00 every month for operating expenses. The rest of my money will go to further investments. That is the way I run my business. Everybody knows that money needs to flow one way or another if I want to grow or expand. I don't want to pay interest tax when my money has to sit still in my account over six months.

I run Joni Wright Adult Foster care home since January 1995 I have not in trouble with financial resources. I am not in debt. To help Joni Wright out financially I agree to buy her business at \$40,000.00 and pay her \$2,000.00 a month until I get my license so she can pay off her debts. Have I done anything wrong with it? Is it questionable because it is against the law for me to pay her that much? I already paid Joni Wright off before she left for her vacation.

Due to these unpleasant circumstances I request a conference/hearing so you can hear me out. I am not doing anything secretive. I have eight young sisters and four young brothers. All of us are very well to do. We all are successful professionals in this country.

Sincerely yours,



Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes

RECEIVED

JUL 26 1995

HEARINGS OFFICE

Enclosed a letter I just received few days before I learned about the physician's statement fraudulent information. The person who hurt me so bad used to be a friend of mine. She worked for me as an independent contractor. She took care of my administrative work and bookkeeping. She is dying of cancer. I don't know wether or not she can come to Portland for the hearing with me to help clear my name. I already wrote her a letter.



FILE COPY

FILE COPY

153025

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

RECEIVEDCERTIFIED MAIL

JUL 26 1995

July 11, 1995

Ms. Anna Duong-Thi Phong-Hang HEARINGS OFFICE
2843 S.W. Plum Court
Portland, Oregon 97219

Dear Ms. Phong-Hang:

This office has considered your application to operate an Adult Care Home in Multnomah County. Your application is denied for the following reasons:

1. The Physician's Statement you submitted from Cristin Babcock was not completed by her and the signature is not hers. This has been verified by Dr. Babcock. The rules governing adult care homes allow us to deny a license when an application or other statements contain fraudulent information. Multnomah County Administrative Rules 890-080-110 (a) and 890-080-120 (b). The rules also indicate that all operators must possess good personal character and I find submitting fraudulent documents indicates a lack of good character. See MCAR 890-020-220 (c).

2. You have not submitted the required proof of two months financial resources to operate an adult care home, and the proof you have submitted is questionable. You sent us bank statements indicating the required amount, but when checked the account was closed. The rules require applicants to submit evidence of two months financial resources, not counting potential resident payments. See MCAR 890-020-240 (a).

You have a right to request a conference with the Program Manager, Jean DeMaster. To request a conference call me at 248-3000 extension 2624.

You also have the right to request a hearing before an independent hearings officer. See Multnomah County Code 8.90.090 (A) and (B) and MCAR 890-090-100. To do so send a written request stating your reasons for a hearing to: Adult Care Home Program, 421 SW 5th room 405, Portland, Or 97204. We must receive your request within 20 days of your receipt this letter. This office's file on your Adult Care Home would automatically become part of the information

available to the hearing officer. If you do not request a hearing, this denial of your license application will become final.

Sincerely,

Mary M Fassell

Mary Fassell, Sanctions Specialist
Multnomah County Adult Care Home Program

c: Carole Isaman
Joni Wright
David Oleson, Oregon Senior and Disabled Services Division
Linda Burkhart, Washington County Department of Aging Services



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
 ADULT CARE HOME PROGRAM (503) 248-3000
 421 SW 5TH, ROOM 405
 PORTLAND, OR 97204-2221

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

RECEIVED

July 21, 1995

JUL 26 1995

Mr. William W. Shatzer
 Hearings Officer
 Portland Building
 1120 S.W. 5th, Room 1017
 Portland, Oregon 97204
 B106/1017

HEARINGS OFFICE

Dear Mr. Shatzer:

This office has received a request for a hearing from Ms. Anna Duong-Thi Phuong-Hang. The Adult Care Home Program has denied her application to operate an Adult Care Home in Multnomah County and Ms. Phuong-Hang is appealing our decision. A copy of our letter denying Ms Phuong-Hang and her letter requesting a hearing are enclosed.

As is required by MCC 8.90.090, and as a designee of the Director, I am designating you as Hearings Officer in this matter and requesting you to set the time and place for the hearing. I am not available from August 8 through August 18, 1995.

Sincerely,

Mary M. Fassell

Mary M. Fassell, Sanctions Specialist
 Multnomah County Adult Care Home Program

Enclosures

RECEIVED

JUL 26 1995

HEARINGS OFFICE

7-4-95

DEAR ANNA

MY HEALTH IS GETTING WORSE EVERYDAY SINCE I LEFT PORTLAND LAST APRIL 1995. PART OF MY BODY IS NUMBED NOW. THIS IS A SLOW DEATH. I'M GLAD THAT I STILL CAN WRITE TO YOU WITH A CLEAR STATE OF MIND.

I ASK YOU TO FORGIVE ME FOR ALL THE BAD THINGS I DID TO YOU OVER THESE YEARS. LIFE IS STRANGE, ISN'T IT? YOU WERE ALWAYS GOOD TO ME. IN RETURN, I WAS ALWAYS BAD TO YOU SINCE THE DAY WE'RE MET 26 YEARS AGO I NEVER THOUGHT I'D BE ABLE TO LIKE YOU BECAUSE I FELT I LOST EVERYTHING AND BECAME A SHADOW OF YOU. I HATE YOUR LOOK, YOUR GOOD PERSONALITY AND YOUR SWEETNESS. IN ADDITION TO YOUR NATURAL BEAUTY YOU ARE SO INTELLIGENT. YOU WERE ALWAYS A STRAIGHT A STUDENT. I HATED YOU FOR THAT. YOUR ONLY DISADVANTAGE WAS YOUR SHYNESS. YOU WERE VERY QUIET. I THOUGHT I COULD TAKE ADVANTAGE OF THAT TO GET WHAT I WANT. BUT, I WAS WRONG I ALWAYS WANTED TO DESTROY YOU BECAUSE I HATED YOU. I ALWAYS PRETENDED TO BE YOUR GOOD FRIEND AND TOOK ADVANTAGE OF YOU. WHENEVER I NEEDED HELP YOU CAME TO MY RESCUE. INSTEAD OF BEING GRATEFUL TO WHAT YOU'VE DONE TO ME, I ALWAYS FELT ANGRY WITH YOU. I TRANSFERRED ALL MY LOSSES TO YOUR GAINS. I KNEW I WAS WRONG, BUT, I COULDN'T HELP IT.

THERE WERE A LOT OF BAD THINGS I DID TO YOU THAT YOU WERE NEVER ABLE TO BE AWARE OF, THAT MADE ME FEEL VERY GOOD WHEN I COULD DO ANYTHING TO MAKE YOU LOOK STUPID.

REMEMBER 1993. YOU DIDN'T WANT ME TO BE YOUR PARTNER IN THE OPERATION OF HANA'S SENIOR CARE HOMES. I HATED YOU FOR BEING SO SUCCESSFUL. YOU ALWAYS GOT WHAT YOU WANTED. WHY WOULDN'T YOU HATE ME WHEN YOU LEARNED THAT I BURNED YOUR NATURALIZATION CERTIFICATE AND STOLE YOUR PASSPORT?

WHY COULDN'T YOU BE ANGRY WITH ME WHEN YOU FOUND OUT THAT I'VE USED YOUR VISA TO WITHDRAW YOUR MONEY? WHY DIDN'T YOU SHOUT AT ME WHEN YOU FOUND OUT THAT I WAS THE PERSON WHO MADE YOU LOOK BAD BY PRETENDING TO BE YOUR DOCTORS AND SIGNING THE FORMS ~~FOR~~ INSTEAD OF SENDING THEM TO YOUR DOCTORS AS I PROMISED YOU TO MAIL THEM FOR YOU? YOU WERE VERY INTELLIGENT IN SCHOOL. BUT, YOU WERE ALWAYS NAIVE AND STUPID IN THE REAL LIFE. YOU CAN'T CHANGE YOUR NATURE. I CAN'T CHANGE MINE. YOU ALWAYS HAVE PEACE OF MIND. I DON'T, I HAVE BAD NATURE. NOW I HAVE TO PAY FOR IT.

WHEN I WAS YOUR SECRETARY I DID SIGN SOME OF YOUR PAPER BEHIND YOUR BACK. I'M VERY SORRY NOW.

I MIGHT BE DEAD ALREADY BY THE TIME YOU RECEIVE MY LETTER. I ONLY ASK YOU TO FORGIVE ME, I CAN'T UNDO THE DAMAGE I'VE DONE TO YOU. IT'S TOO LATE. I HOPE THAT THIS LETTER WILL CLEAR YOUR NAME BECAUSE OF ME, OF
OVER ->

MY JEALOUSY .

A LOSS FRIEND IN THE LAST MOMENT OF
HER LIFE . ONE MORE TIME PLEASE FORGIVE ME .

KIM S. LEE

P.O BOX 4512

SOMERVILLE , NJ 08876

Change made: Creating mailing list for appeal case.

Hearing # 153025

Notification List

Date Prepared: 7/26/95

Respondent: Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes
2843 S.W. Plum Court
Portland, OR 97219

City Representative: Mary Fassell
Mult. Co. Adult Care Home Program
421 S.W. 5th Avenue, #405
Portland, OR 97204-2221
248-3000, x 2624

**CITY OF PORTLAND -- Code Hearings Office
1120 S.W. 5th Avenue, Room 1017, Portland, OR 97204
(503) 823-7307 / FAX (503) 823-4347**

NOTICE OF HEARING -- Appeal Hearing # 153025

Date Mailed: Fri, Jul 28, 1995

Multnomah County

vs.

Anna Duong-Thi Phuong-Hang
Respondent(s) / Appellant(s)

Type of violation or nature of determination: appeal - adult care home facility
Date of exclusion order or other determination: Tuesday, July 11, 1995
Complaint or appeal was filed in the Code Hearings Office on: Wednesday, July 26, 1995
PPB case # (if appropriate):
City / County representative: Mary Fassell
Property:

You are notified that a hearing will be held in the above proceeding on:

Date: **Friday, August 25, 1995** Time: **9:00:00 AM**
Place: **Meeting Room A, second floor of the Portland Building,
1120 S.W. 5th Avenue, Portland, Oregon**
Purpose: **New case**

**ALL REQUESTS FOR POSTPONEMENTS AND CONTINUANCES MUST BE IN WRITING
AND FILED WITH THE CODE HEARINGS OFFICE AT THE ADDRESS AT THE TOP OF
THIS NOTICE.**

This notice has been mailed to the following parties :

Anna Duong-Thi Phuong-Hang Hana's Senior Care Homes
2843 S.W. Plum Court Portland OR 97219

Mary Fassell Mult. Co. Adult Care Home Program
421 S.W. 5th Avenue, #405 Portland OR 97204-2221

Code Hearings Office files

**If you have any questions concerning this proceeding,
please call (503) 823-7307 for further information.**

If you need a sign language interpreter or an FM loop amplifier for this hearing, you may contact Darla Broberg or Ruth York at the Hearings Office, 823-7307, or the City Information TDD, 823-6868.

Please call during business hours **AT LEAST TWO BUSINESS DAYS PRIOR** to the hearing so arrangements can be made.



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

HEARINGS OFFICER'S DETERMINATION AND ORDER

APPEAL OF ANNA DOUNG-THI PHUONG-HANG

HEARING NO. 153025

DATE OF HEARING: August 25, 1995

APPEARANCES:

Ms. Mary Fassell for Multnomah County

Ms. Anna DOUNG-THI PHUONG-HANG

HEARINGS OFFICER: Mr. William W. Shatzer

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

On or about February 23, 1995, the appellant Anna DOUNG-THI PHUONG-HANG submitted an application for an Adult Care Home License to the Manager of the Multnomah County Adult Care Program. In connection with that application, applicant submitted, or caused to be submitted to the Adult Care Program Manager a physician's statement as required by MCAR 890-020-200 which purported to be the statement of a Dr. Cristin J. Babcock. The County subsequently determined that the statement was not prepared by Dr. Babcock and denied the appellant's license application under the provisions of MCAR 890-080-120 (b) which allow the Manager to deny a license application whenever "the application and/or other statements to the Department contain(s) fraudulent, untrue, incomplete or misleading information." Ms. Anna DOUNG-THI PHUONG-HANG has appealed that denial.

There is **no** dispute that the purported statement of Dr. Babcock is a bogus document. That, without more, would be sufficient under the applicable Multnomah County Administrative Rules to support the County's license application denial. MCAR 890-080-120(b) allows a license denial for **any** "untrue" statement, regardless of whether the untruthfulness was the result of simple error, gross negligence, or intentional misstatement by the applicant. In addition, because the purported physician's statement is bogus, the appellant's license application lacks the physician's statement required by MCAR 890-020-200 and, as the license application is thus incomplete, the license application may be properly denied on that ground as well.

However, in addition to establishing that the purported physician's statement was bogus, the County has established by clear and convincing evidence that the statement was not only false but was falsely prepared and submitted by the appellant herself. The County has further demonstrated, by clear and convincing

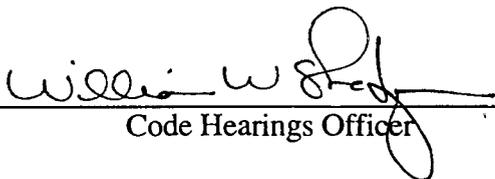
evidence, that the appellant has personally prepared and submitted to the County other bogus documents on several occasions. Accordingly, the purported physician's statement by Dr. Babcock was not only "untrue" but was "fraudulent" as well.

I have no reasonable explanation of the appellant's motivation in preparing and submitting these fraudulent documents. There seems no reason why Ms. Anna Doung-Thi Phuong-Hang could not have obtained a valid physician's statement from Dr. Babcock or from some other physician. Appellant would seem to have little to gain by forging and submitting this statement. Nonetheless, the physician's statement was clearly fraudulently prepared and submitted by her and that is clearly sufficient grounds to deny her application.

ORDER AND DETERMINATION:

1. The determination of the Manager of the Multnomah County Adult Care Program dated July 11, 1995, denying the Adult Care Home License application of the appellant Anna Doung-Thi Phuong-Hang is SUSTAINED.
2. This order and determination has been mailed to the parties on September 1, 1995 and shall become final on September 21, 1995, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: September 1, 1995


Code Hearings Officer

WWS:db

#153025

HANA'S SENIOR CARE HOMES
2843 SW Plum Ct.
Portland, OR 97219
Tel. (503) 244-9640

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SEP 6 1995

HEARINGS OFFICE

Board of County Commissioners
1120 SW 5th Room 1017
Portland, OR 97204

September 4, 1995

Dear Sirs:

As I understood in the matter of law, there is a case only when there is a motive. I had a hearing on August 25th, 1995 with Mr. William W. Shatzer and Ms. Mary Fassell regarding a denial of my license for my application of an existing Adult Foster Care Home that I purchased from Joni Wright at the asking price of \$54,000.00. I have been running that home for 8 months. My credentials were good. My qualifications were good to handle the business.

First, the hearing held on August 25th 1995 was not a fair hearing for me. I haven't had a chance to bring with me living witnesses who have known me in person, and who have known the problems that I have encountered, and who could testify what kind of person I am. I was not aware that the hearing was going to be like a trial. I couldn't be the defendant, an appellant, and a cross-examiner at the same time. I couldn't understand how Mr. Shatzer defined a case and determined it. There was no impartiality. I was accused of giving fraudulent information about my physicians' statements and other personal references and documents in order to obtain my license. I objected to the accusations because I had no motive of forging either my physicians' statements and signature or other documents to obtain my license, to destroy my self-image and to jeopardize my business goal.

Second, all accusations were based upon documents prepared by Kim, a person whom I hired to be in charge of my paper work and bookkeeping. That person with health problems for some reasons couldn't be located. She was the only witness who was willing to clear my name if she still had a chance to survive her cancer. My only mistake was to be too trusting. If I were what I was accused of, I should be able to demonstrate the ability to be at the same time a defendant, an appellant, and a cross-examiner. Unfortunately, I have failed because my brain has not known such performance. As a matter of fact, I couldn't be at the same time a person who forged either my physicians' statement or other documents and prepared another document to defend myself.

I love my business and my work. I devote my life to them. I am faced with a very delicate situation in that I am not able to prove that Kim fraudulently prepared documents in my name. I became aware that she was doing things to hurt me when I found out that she had forged my signature and withdrew \$4,500.00 from my Visa account in March, 1995. I decided not to press charges because she was too ill in April, 1995. She could barely walk. I had decided to let go of the money she took from me. I simply thought that her punishment would be her physical and mental pains that she had to endure from her cancer until she died.

I am asking the Board of County Commissioners to give me a chance to prove to you that I am not a person who of bad character or bad conduct. I am a person who always lives up to my moral standards and my principles. I have never compromised my principles with money, power or control. I have never betrayed anybody in order to protect myself. Regarding the problems discovered in my application for my license, I would like to have the opportunity to correct them in person as soon as I have a chance to.

Thank you very much for your consideration to my appeal. I am looking forward to receive an exception for my situation.

Truly yours,



Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes

cc: David Oleson
Board of County Commissioners

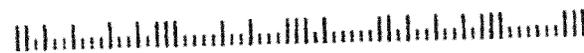
From: Hana's Senior Care Homes
2843 SW Plum Ct
Portland, OR 97219



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HEARINGS OFFICE

To: Board of County Commissioners
1120 SW 5th Avenue, Room 1017
Portland, OR 97204-1960

97204-1914 01





MULTNOMAH COUNTY OREGON

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APR 19 1995

EXHIBIT
153025

ADULT CARE HOME PROGRAM

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 405
PORTLAND, OREGON 97204-2221

ADVERTISEMENT

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FEB 09 1995

NEW APPLICATION FOR ADULT CARE HOME LICENSE

IMPORTANT - This application must be returned complete with a non-refundable fee by: _____ **OR considered void according to MCAR 890-040-270.** (60 days from date mailed)

#0196

LICENSE FEES

Resident Beds 5
X \$40 (Maximum \$200) 40
Total Fees Enclosed 200

OFFICE USE ONLY:

Amount Received \$ 200

(+ \$10 for CG) - *WJ*

Payable to: MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES (DHS)

Directions: Read carefully, complete one application in full for each Adult Care Home (ACH), and return to the above address with license application fees of \$40 per resident bed per year (up to a maximum of \$200 per home). A LICENSE IS NOT TRANSFERRABLE TO ANOTHER ADDRESS OR PERSON. A NEW APPLICATION must be requested for a change of operator or address.

Please PRINT with PEN or TYPE. Keep a COPY for your records.

NAME OF OPERATOR DUONG-THI PHUONG-HANG
SS # 586 - 38 - 1476 DATE OF BIRTH 03/02/51

NAME OF CO-OPERATOR _____
SS # _____ DATE OF BIRTH 1/1

A. ADULT CARE HOME (ACH) INFORMATION

1. Facility Address: 2843 SW Plum Ct
City Portland OR Zip 97219
Mailing Address: Same as above
City _____ Zip _____
Facility Phone: - Business Phone: -

2. List all other homes currently or previously licensed by the applicant or spouse:

Address City/State/Zip Address City/State/Zip
7830 SW Oleson Rd Portland OR 97223

(attach separate sheet if necessary)

List all other homes operated by your relatives (blood or marriage):

Name Address City/State/Zip Name Address City/State/Zip

(attach separate sheet if necessary)

3. Have you discussed your operation of an ACH with neighbors of the facility? [] Yes [X] No

B. Facility Information

1. Type of Dwelling: House [] Mobile Home [] Duplex []
Apartment [] Other _____

2. Do you [] Own Rent/Lease the residence to be used as an ACH?

3. If property owner is different than operator:

Name: Don Bedel Telephone _____
Address: 205 SW 47th City Portland Zip 97228

4. Do you use, or plan to use, sleeping rooms for residents, family members, or staff in any of the following locations:

- | | |
|--|--|
| <input type="checkbox"/> living room/family room | <input type="checkbox"/> daylight basement |
| <input type="checkbox"/> converted garage | <input type="checkbox"/> non/daylight basement |
| <input type="checkbox"/> attached apartment | <input type="checkbox"/> attic |
| <input type="checkbox"/> another building | <input type="checkbox"/> third or higher floor |
| <input type="checkbox"/> trailer/camper/RV | <input type="checkbox"/> other <u>N/A</u> |

5. Give the total # of bedrooms, beds and bathrooms available for use?

	Resident Bedrooms	Family/ Staff Bedrooms	Resident Beds	Family/ Staff Beds	Bathrooms
1st Floor	<u>3</u>		<u>3</u>		<u>2</u>
2nd Floor					
3rd/+ Floors					
Basement	<u>2</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>
Other					
Total	<u>5</u>	<u>1</u>	<u>5</u>	<u>1</u>	<u>3</u>

C. Occupant Information

1. What is the maximum number of adults/children you intend to provide care to (including relative care, day care, crisis care, and respite care)? 5

2. List all adults/children you now provide care to (include relative care, day care, crisis care, and respite care).

Name	Age	Relationship to Operator(s)/Managers
<u>Wilbe Lucie</u>	<u>98</u>	<u>Resident</u>
<u>Wilkinson Louise</u>	<u>83</u>	<u>Resident</u>
<u>Lee Freeda</u>	<u>85</u>	<u>Resident</u>
<u>Ledgewood Nellie</u>	<u>72</u>	<u>Resident</u>
<u>Palmer Berta</u>	<u>86</u>	<u>Resident</u>

3. List all adults/children who will live or work in the facility other than persons receiving care (include operator, resident manager, caregivers, and all family members; indicate whether they live or work in the home).

Name	Age	Relationship to Operator(s)/Managers	Live in or Work
<u>Himmell Yvonne</u>	<u>24</u>	<u>Caregiver</u>	<u>Live in</u>
<u>Rich Beuchelen</u>	<u>22</u>	<u>Operator's fiancée</u>	<u>Work</u>

(attach separate sheet if necessary)

Operator's Name: Douglas TH' PHD OLG - HANK
Address Of Foster Home: 2843 SW Phinn Ct
SS # 586 - 38 - 1476

D. Operator/Co-Operator(s) Information:

The following information must be completed by each LICENSED operator on separate forms.

Co-Operator's Name: _____
SS # _____ Date of Birth _____/_____/_____

Place of residence if different from facility:

Street _____ City _____ Zip _____ Phone _____

2. Person to contact in case of emergency _____
Address _____ Phone _____

3. Have you ever had a License/Certificate for an Adult's Care Home, Children's Foster Home, Residential Care Facility or Nursing Home denied, suspended or revoked? [] Yes [X] No

if Yes, by Whom? _____
Address: _____
Reason: _____ Date: _____/_____/_____

4. Have you ever been convicted of a criminal offense? [] Yes [X] No
if Yes, What offense? _____ Date: _____/_____/_____
(Attach explanation: include all criminal misdemeanors and felonies)

5. Have you ever been treated for mental health problems by a counselor, therapist, psychologist or psychiatrist? [] Yes [X] No
If yes, reason _____ Date _____/_____/_____

List names, addresses and phone# of mental health professionals:

(attach separate sheet if necessary)

5. REFERENCES: Provide character references from at least three (3) non-relatives. These should be mailed directly to our office. Questionnaires and envelopes enclosed.

6. Education

School Name	City/State	Last Grade Completed
<u>Portland State University</u>	<u>Portland OR</u>	<u>BA</u>
<u>University of Washington</u>		<u>MA</u>

7. Special Qualifications

[] Registered Nurse: State _____ License # _____
[] Licensed Practical Nurse State _____ License # _____
[] Certified Nurses Aide (enclose certification copy)
[] Certified Medi-Aide (enclose certification copy)
[X] CPR Training Date 02/04/95
[] First Aid Training Date _____/_____/_____
[X] Other 18 hours training

8. Give last five years employment history:

Name and Address of Employer	Job Responsibilities	Dates	
		From	To
Selma Meltzer (demented)	Health Care - admin	1990	1/1995
Ray Halberger (demented)	Early medications	1994	1/1995
Christine Otis	Shake Cook - part time	1993	1/1994
	Daily living activities		

(attach separate sheet if necessary)

9. Describe previous paid, volunteer, or family experiences or training in working with elderly, physically disabled, mentally/emotionally disturbed, mentally retarded/developmentally disabled, or alcohol/drug dependent persons which you believe qualify you to operate an ACH.

In please 5 years of experience working with demented, Alzheimer and Parkinson's disease patients in home care and nursing home

10. Describe reasons for wanting to operate an ACH.

I want to use my experience - my knowledge and my devotion to help the helpless elderly population

11. Are you or your spouse/significant other currently employed, have a business, or intend to be employed or have a business outside the ACH?
 Yes No If Yes, Where? _____

12. Projected household monthly income (outside care home) \$ 4000

E. Owner, Partner, Corporation Information

List All ___ Owner(s) ___ Partner(s) ___ Corporate Officer(s) other than operator(s). ("Any person with any legal or equitable interest in and with the right or power of control over the operations or physical structure of an ACH. MCC 8.90.010.")

Name	Address	Telephone	% Owner-ship
_____	_____	_____	_____
_____	_____	_____	_____

(attach separate sheet if necessary)

I DECLARE UNDER PENALTIES OF PERJURY THAT I HAVE EXAMINED THIS APPLICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE. I HEREBY AUTHORIZE THE DEPARTMENT TO CONDUCT AN INVESTIGATION OF MY FACILITY AND MY BACKGROUND. IF GRANTED A LICENSE I UNDERSTAND THAT I AM REQUIRED BY LAW TO COMPLY WITH ALL APPLICABLE LAWS AND RULES, TO COMPLY WITH THE STANDARDS FOR ADULT CARE HOMES (ACH), AND TO COMPLY WITH THE RESIDENT'S BILL OF RIGHTS. I HEREBY AGREE TO COOPERATE WITH THE DEPARTMENT IN ALL REQUIRED INSPECTIONS, INTERVIEWS AND OTHER INVESTIGATIONS CONDUCTED IN ORDER TO APPROVE A LICENSE AND TO MONITOR CONTINUING COMPLIANCE.

Deborah Plunoy King
 Signature of Operator

02/23/95
 Date

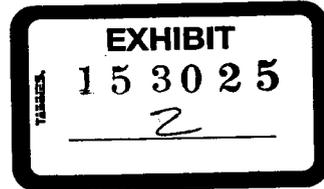
 Signature of Co-Operator/Resident Manager Date

HANA'S SENIOR CARE HOMES
PHUONG - HANG DUONG - THI
7830 SW Oleson Rd
Portland, Or 97223
Tel. 245 - 1677

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MAY 30 1995

ADULT CARE HOME PROGRAM



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MAY 30 1995

ADULT CARE HOME PROGRAM

May 24, 1995

Dear Carol Isman,

Enclosed here is my agreement with
Yoni Wright and the money I already paid
her - my bank statement every quarter - I still
haven't received my credit report yet.

I don't know why you have to question
about my financial credentials, when I have
to pay up front a lot of money - The business
is still ongoing - I haven't had any trouble
filling my vacancy. I'll send you my credit report
whenever it comes.

Thanks you very much -

Phuong Hang Duong Thi

Hana



MULTNOMAH COUNTY OREGON

EXHIBIT
153025
3

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 405
PORTLAND, OREGON 97204-2221

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

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I authorize my Physician or clinic to release any medical information pertinent to my application for approval as an Adult Care Home Operator, Manager, or other Caregiver.

Name of Operator/Employer Joni Wright

Adult Care Facility Address 2843 SW Plum Ct. OR 97219

Applicant's Last Name Ana Duong Thi First Name Phuong Haoy Date of Birth 03-02-1951

Applicant's Address 7830 SW Oleson Rd Portland, OR City / State / Zip 97223 245-67 Telephone: _____

Applicant's Signature Ana Duong Thi Phuong Haoy Social Security # 586-38-1476 Date Dec 21 1994

TO THE EXAMINING PHYSICIAN:

The above named person has applied for a license to operate, manage or otherwise provide care in an Adult Care Home. Adult Care Homes provide room and board and care, room and care, or room and board only, to elderly persons over 65, or to adults 18-65 who are physically, mentally or emotionally handicapped, or alcohol/drug dependent. Please complete this form as soon as possible and return it to the above address. Please contact our office at 248-3000 if you have any questions.

1. How long have you known this person? 6 years Date of last visit 09/17/94

2. Please rate the applicants ability to:

	<u>unknown</u>	<u>poor</u>	<u>average</u>	<u>good</u>
Lift over 50 lbs on a regular/daily basis	_____	_____	_____	<u>✓</u>
Cope with high levels of stress regularly/daily	_____	_____	_____	<u>✓</u>
Stand for long periods of time	_____	_____	_____	<u>✓</u>
Follow complex medical/medication instructions	_____	_____	_____	<u>✓</u>
Perform simple & complex nursing tasks under RN supervision (e.g.: insulin injection, enemas, restraints)	_____	_____	_____	<u>✓</u>
Have the necessary good judgment needed to know when to administer PRN medication	_____	_____	_____	<u>✓</u>

3. To your knowledge, does this person have any other temporary or long standing medical, mental or emotional problems which would hinder his/her ability to operate or manage an Adult Care Home or otherwise provide care to dependent adults?
___ Yes No ___ Unknown

4. To your knowledge, has this person or members of the household ever been known to abuse drugs or alcohol?
___ Yes No ___ Unknown

5. Is there any reason which would lead you to question's this person's ability to provide care to the elderly, dependent or handicapped adults?
___ Yes No ___ Unknown

6. Are there any tests, examinations, or immunizations which should be completed before this person provides care to dependent adults?
___ Yes No ___ Unknown

7. To the best of your knowledge, has this person ever had psychological, psychiatric, or mental health treatment?
___ Yes No ___ Unknown.

8. Applicant's Diagnosis and Medications currently taken: None

9. Physician comments: She is a very healthy, very loving and caring person

<u>[Signature]</u> Physician's Signature	<u>Dec 21 - 1994</u> Date
<u>BABCOCK CRISTIN T</u> Physician's Name (please print)	<u>297-3775</u> Phone
<u>9155 SW Barnes Rd</u> Physician's Address	<u>Portland, OR 97229</u> City / State / Zip

Westside Women's Care

obstetrics, gynecology & infertility

9155 s.w. barnes rd. #340 • portland, or 97225 • 297-3775

if no answer, (503) 294-1342

fax (503) 297-0353

Anthony M. Taitano, M.D.

Cristin J. Babcock, M.D.

Randi R. Ledbetter, M.D.

Marcia G. Darm, M.D.

physicians and surgeons

Lori A. Skoczylas, W.H.C.N.P.

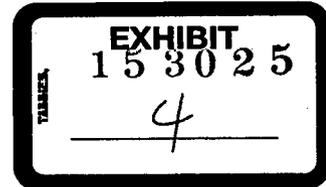
nurse practitioner

Kate Pelosi, C.N.M., M.S.

nurse midwife

July 7, 1995

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JUL 17 1995
ADULT CARE HOME PROGRAM



Multnomah County Aging Services Division
Attn: Carole Isaman

Re: Form regarding patient Phuong-Hang Duong-Thi

Dear Ms. Isaman:

I have reviewed the fax copy of the medical history on Ms. Duong-Thi and need to report that there are several inaccuracies.

For question #1, there is a statement that I have known the patient for six years. I first met this patient in April, 1994. She is basically healthy from a gynecologic standpoint; however, I did not fill out this application, nor did I write the comments on line 9. The signature dated December 21, 1994 is not my signature, and in no way represents my signature nor the occasional way that my office will indicate signing for me, which involves the initials of the person filling out the form.

I hope that this is of assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Cristin J. Babcock, M.D." with a stylized flourish at the end.

Cristin J. Babcock, M.D.

CJB:ej

HANA'S SENIOR CARE HOMES
2843 SW Plum ct
Portland, OR 97219

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JUL 18 1995

ADULT CARE HOME PROGRAM



Mary Fassell
Adult Care Home Program
421 SW 5th Rm 405
Portland, OR 97204

July 14, 1995

Dear Mrs. Fassell:

I am shocked when I receive your letter regarding my physician's statement because I have never done anything like that in my life. I know some people whom I trust try to hurt me for one reason or another. But, I can't believe that people can hurt me that way.

Regarding my bank account that was closed when you want to check my financial resources. My money was sitting in Bank of America accounts over two years. The reason I have to close it because somebody stole my card and used my money. I open another account at Oregon Telco Credit union and always keep my cash flow in my checking account between \$3,000.00 to \$5,000.00 every month for operating expenses. The rest of my money will go to further investments. That is the way I run my business. Everybody knows that money needs to flow one way or another if I want to grow or expand. I don't want to pay interest tax when my money has to sit still in my account over six months.

I run Joni Wright Adult Foster care home since January 1995 I have not in trouble with financial resources. I am not in debt. To help Joni Wright out financially I agree to buy her business at \$40,000.00 and pay her \$2,000.00 a month until I get my license so she can pay off her debts. Have I done anything wrong with it? Is it questionable because it is against the law for me to pay her that much? I already paid Joni Wright off before she left for her vacation.

Due to these unpleasant circumstances I request a conference/hearing so you can hear me out. I am not doing anything secretive. I have eight young sisters and four young brothers. All of us are very well to do. We all are successful professionals in this country.

Sincerely yours,

A handwritten signature in cursive script that reads "Anna Duong-Thi Phuong-Hang".

Anna Duong-Thi Phuong-Hang
Hana's Senior Care Homes

Enclosed a letter I just received few days before I learned about the physician's statement fraudulent information. The person who hurt me so bad used to be a friend of mine. She worked for me as an independent contractor. She took care of my administrative work and bookkeeping. She is dying of cancer. I don't know wether or not she can come to Portland for the hearing with me to help clear my name. I already wrote her a letter.

7-4-95

DEAR ANNA

MY HEALTH IS GETTING WORSE EVERYDAY SINCE I LEFT PORTLAND LAST APRIL 1995. PART OF MY BODY IS NUMBED NOW. THIS IS A SLOW DEATH. I'M GLAD THAT I STILL CAN WRITE TO YOU WITH A CLEAR STATE OF MIND.

I ASK YOU TO FORGIVE ME FOR ALL THE BAD THINGS I DID TO YOU OVER THESE YEARS. LIFE IS STRANGE, ISN'T IT? YOU WERE ALWAYS GOOD TO ME. IN RETURN, I WAS ALWAYS BAD TO YOU SINCE THE DAY WE'RE MET 26 YEARS AGO I NEVER THOUGHT I'D BE ABLE TO LIKE YOU BECAUSE I FELT I LOST EVERYTHING AND BECAME A SHADOW OF YOU. I HATE YOUR LOOK, YOUR GOOD PERSONALITY AND YOUR SWEETNESS. IN ADDITION TO YOUR NATURAL BEAUTY YOU ARE SO INTELLIGENT. YOU WERE ALWAYS A STRAIGHT A STUDENT. I HATED YOU FOR THAT. YOUR ONLY DISADVANTAGE WAS YOUR SHYNESS. YOU WERE VERY QUIET. I THOUGHT I COULD TAKE ADVANTAGE OF THAT TO GET WHAT I WANT. BUT, I WAS WRONG I ALWAYS WANTED TO DESTROY YOU BECAUSE I HATED YOU. I ALWAYS PRETENDED TO BE YOUR GOOD FRIEND AND TOOK ADVANTAGE OF YOU. WHENEVER I NEEDED HELP YOU CAME TO MY RESCUE. INSTEAD OF BEING GRATEFUL TO WHAT YOU'VE DONE TO ME, I ALWAYS FELT ANGRY WITH YOU. I TRANSFERRED ALL MY LOSSES TO YOUR GAINS. I KNEW I WAS WRONG. BUT, I COULDN'T HELP IT.

THERE WERE A LOT OF BAD THINGS I DID TO YOU THAT YOU WERE NEVER ABLE TO BE AWARE OF, THAT MADE ME FEEL VERY GOOD WHEN I COULD DO ANYTHING TO MAKE YOU LOOK STUPID. REMEMBER 1998, YOU DIDN'T WANT ME TO BE YOUR PARTNER IN THE OPERATION OF HANA'S SENIOR CARE HOMES. I HATED YOU FOR BEING SO SUCCESSFUL. YOU ALWAYS GOT WHAT YOU WANTED. WHY WOULDN'T YOU HATE ME WHEN YOU LEARNED THAT I BURNED YOUR NATURALIZATION CERTIFICATE AND STOLE YOUR PASSPORT?

WHY COULDN'T YOU BE ANGRY WITH ME WHEN YOU FOUND OUT THAT I'VE USED YOUR VISA TO WITHDRAW YOUR MONEY? WHY DIDN'T YOU SHOUT AT ME WHEN YOU FOUND OUT THAT I WAS THE PERSON WHO MADE YOU LOOK BAD BY PRETENDING TO BE YOUR DOCTORS AND SIGNING THE FORMS INSTEAD OF SENDING THEM TO YOUR DOCTORS AS I PROMISED YOU TO MAIL THEM FOR YOU? YOU WERE VERY INTELLIGENT IN SCHOOL. BUT, YOU WERE ALWAYS NAIVE AND STUPID IN THE REAL LIFE. YOU CAN'T CHANGE YOUR NATURE. I CAN'T CHANGE MINE. YOU ALWAYS HAVE PEACE OF MIND. I DON'T, I HAVE BAD NATURE. NOW I HAVE TO PAY FOR IT.

WHEN I WAS YOUR SECRETARY I DID SIGN SOME OF YOUR PAPER BEHIND YOUR BACK. I'M VERY SORRY NOW.

I MIGHT BE DEAD ALREADY BY THE TIME YOU RECEIVE MY LETTER. I ONLY ASK YOU TO FORGIVE ME, I CAN'T UNDO THE DAMAGE I'VE DONE TO YOU. IT'S TOO LATE. I HOPE THAT THIS LETTER WILL CLEAR YOUR NAME BECAUSE OF ME, OF

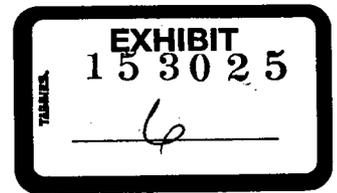
MY JEALOUSY .

A LOSS FRIEND IN THE LAST MOMENT OF
HER LIFE . ONE MORE TIME PLEASE FORGIVE ME .

KIM S. LEE

P.O BOX 4572

SOMERVILLE, NJ 08876



I, John Duong-Tran, say:

1. My name is John Hoang Duong Tran. I am a pediatrics resident at Oregon Health Sciences University.

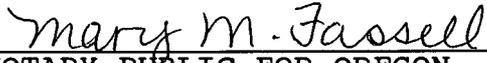
2. I examined the two attached documents. They are a physician's report on Duong-Thi Phuong-Hang signed by John H. Duong and a reference for Ann Duongthi signed by John Hoang Tran. I did not complete either of these two documents and I did not sign either one. I did not examine Anna Duong-Thi Phuong-Hang on September 2, 1994, as the report indicates.

3. Anna Duong-Thi Phuong-Hang is my sister. I asked her if she wrote these documents. At first she said yes, then she said her friend did it. I know her handwriting and the handwriting on the documents is my sister's with the exception of the signature on the Reference form.


John Duong-Tran, M.D.

SUBSCRIBED AND SWORN TO before me this 24 day of July, 1995.




NOTARY PUBLIC FOR OREGON
My commission expires: 5-1-99



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 405
PORTLAND, OREGON 97204-2221

RECEIVED
APR - 4 1995

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

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I authorize my Physician or clinic to release any medical information pertinent to my application for approval as an Adult Care Home Operator, Manager, or other Caregiver.

Name of Operator/Employer HANA'S SENIOR CARE HOMES

Adult Care Facility Address 2843 SW Plum St

Applicant's Last Name DUONG-THI First Name PHUONG-HANG Date of Birth 03-02-51

Applicant's Address 2843 SW Plum St City/State/Zip Portland OR 97219 Telephone 244-961

Applicant's Signature [Signature] Social Security # 586-38-1476 Date 02/23/95

TO THE EXAMINING PHYSICIAN:

The above named person has applied for a license to operate, manage or otherwise provide care in an Adult Care Home. Adult Care Homes provide room and board and care, room and care, or room and board only, to elderly persons over 65, or to adults 18-65 who are physically, mentally or emotionally handicapped, or alcohol/drug dependent. Please complete this form as soon as possible and return it to the above address. Please contact our office at 248-3000 if you have any questions.

1. How long have you known this person? _____ Date of last visit _____

2. Please rate the applicants ability to:	<u>unknown</u>	<u>poor</u>	<u>average</u>	<u>good</u>
Lift over 50 lbs on a regular/daily basis	_____	_____	<u>✓</u>	_____
Cope with high levels of stress regularly/daily	_____	_____	_____	<u>✓</u>
Stand for long periods of time	_____	_____	_____	<u>✓</u>
Follow complex medical/medication instructions	_____	_____	_____	<u>✓</u>
Perform simple & complex nursing tasks under RN supervision (e.g.: insulin injection, enemas, restraints)	_____	_____	_____	<u>✓</u>
Have the necessary good judgment needed to know when to administer PRN medication	_____	_____	_____	<u>✓</u>

3. To your knowledge, does this person have any other temporary or long standing medical, mental or emotional problems which would hinder his/her ability to operate or manage an Adult Care Home or otherwise provide care to dependent adults?
 ___ Yes No ___ Unknown
4. To your knowledge, has this person or members of the household ever been known to abuse drugs or alcohol?
 ___ Yes No ___ Unknown
5. Is there any reason which would lead you to question's this person's ability to provide care to the elderly, dependent or handicapped adults?
 ___ Yes No ___ Unknown
6. Are there any tests, examinations, or immunizations which should be completed before this person provides care to dependent adults?
 ___ Yes No ___ Unknown
7. To the best of your knowledge, has this person ever had psychological, psychiatric, or mental health treatment?
 ___ Yes No ___ Unknown.

8. Applicant's Diagnosis and Medications currently taken: general check up september 27, 1994 - good health - no medication

9. Physician comments: patient has good health

John H. Duong Tran Physician's Signature 02-23-1995 Date
JOHN H. DUONGTRAN Physician's Name (please print) 649-7020 Phone
904 SW 202nd Physician's Address Alhambra OR 97006 City / State / Zip



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 201
PORTLAND, OREGON 97204-2221

RECEIVED

DEC 27 1994

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

RESIDENT MANAGER

REFERENCE FOR APPLICANT

ANN DUONGTHI

JONI WRIGHT

Applicant Name

Care Home (if different)

The above-named person has applied for a license to operate, manage or otherwise provide care in an Adult Care Home. Adult Care Homes provide room and board and car, room and care, or room and board only to elderly persons over 60, or to adults over 18 who are physically, mentally or emotionally handicapped or alcohol/drug dependent.

Your name has been given as a personal reference. We would appreciate it if you could complete this form as soon as possible and return it to the above address. Please call our office at 248-3000 if you have any questions.

How long have you known this applicant? 20 years
In what capacity? Friend and colleague

Is there any reason which would lead you to question this person's ability to provide care to elderly, handicapped or dependent adults?
No

To your knowledge, has this person or other members of the home ever been known to abuse drugs or alcohol? No

Please use this rating scale: 0-5, 5 being very poor.
0=unknown 1=Excellent 2=Above average 3=Average 4=Below average 5=Very poor

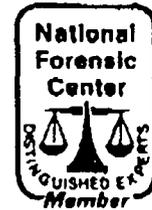
<u>1</u> Warm personality	<u>1</u> Ability to deal w/ behavior problems	<u>1</u> Dependability
<u>1</u> Understands people	<u>1</u> Health and vigor	<u>1</u> Ability to budget money
<u>1</u> Ability to get along with others	<u>1</u> Ability to cope with stress	<u>1</u> Ability to keep accurate records

KNOWLEDGE OF EXPERIENCE WITH PROBLEMS OF:
✓ Elderly ✓ Physically handicapped ___ Mentally retarded
✓ Emotionally disabled ___ Alcohol/drug dependent

Personal Statement: She is a very nice and kind person.

Signed Marcus M. Date Dec 22-1994 Occupation M.D.

Print or Type
Name John Hoang Tran Employer DHSU
Address 904 SW 202nd Terrace Zip 97206 Address 3181 SW Sam Jackson Zip 97201-3271



Graph-Ident, Inc.
MARIE LAKE, M.S., C.D.E.

CERTIFIED DOCUMENT EXAMINER
COURT QUALIFIED

STATEMENT OF QUALIFICATIONS

Updated 8-'95

Owner and President of Graph-Ident, Inc.

Profession

Certified, forensic document examiner - 8 years of professional experience.

Education and Training

1972 Master of Science Degree, University of Oregon, Eugene, OR.
1964 Bachelor of Science Degree, Brigham Young Univ., Provo, Ut.
World Association of Document Examiners, Residency Training Program - 6 years.
1990 to present.

Certifications

Certified Document Examiner - World Association of Document Examiners - 1994
Registered Professional Document Examiner - 1992
Proficiency Recognition Award - 1992

Professional Memberships

Independent Association of Questioned Documents Examiners, Inc., 1994-
National Association of Document Examiners, Inc., 1989-
National Forensic Center, 1989-
World Association of Document Examiners, 1989-

Instructor of Questioned Document Examination

World Association of Document Examiners Resident Training Program, Chicago, IL

Major seminars attended (over 600 hours)

July 1995 World Association of Document Examiners - Resident Training & Testing Program - Year 6. Chicago, IL.
Feb. 1995 American Academy of Forensic Sciences Seminar - Questioned Documents Program. Seattle, WA.
Sept. 1994 Independent Association of Questioned Document Examiners Seminar. Madison, WI.
July 1994 World Association of Document Examiners - Resident Training & Testing Program - Year 5. Chicago, IL.
Feb. 1994 American Academy of Forensic Sciences Seminar - Questioned Documents Program. San Antonio, TX.
Oct. 1993 Independent Association of Questioned Document Examiners Seminar. St. Louis, MO.
July 1993 World Association of Document Examiners. Resident Training & Testing Program - Year 4. Chicago, IL.
Mar. 1993 World Association of Document Examiners - Regional Seminar. Sarasota, FL.

QUESTIONED DOCUMENTS ■ ALTERATIONS ■ COMPARISONS ■ HANDWRITING IDENTIFICATION

P.O. BOX 6037 ■ SALEM, OREGON 97304 ■ (503) 392-4661 ■ PORTLAND (503) 224-6557 ■ FAX (503) 392-3363

Marie Lake
Statement of Qualifications
Page 2 of 3.

- Oct. 1992 Independent Association of Questioned Document Examiners Seminar. Portland, OR.
- July 1992 World Association of Document Examiners. Resident Training & Testing Program - Year 3. Chicago, IL.
- May 1992 K/P Graphics' Annual Seminar - Transcending the Limits: New Directions in Printing. Salem, OR.
- April 1992 S.E.A.K., Inc. "The Role of Expert Witnesses in the 1990s. San Francisco, CA.
- Feb. 1992 World Association of Document Examiners - Regional Seminar. Houston, TX.
- July 1991 World Association of Document Examiners. Resident Training & Testing Program - Year 2. Chicago, IL.
- July 1990 World Association of Document Examiners. Resident Training & Testing Program - Year 1. Chicago, IL.
- Dec. 1989 National Forensic Center - 6th National Conference. San Antonio, TX.
- Aug. 1989 Private Instruction in Forensic Document Examination. The Philescript Co., Glenside, PA.
- Nov. 1988 Document Examination Workshop. Andrew J. Bradley, Denver, CO.
- Aug. 1988 Private Instruction in Forensic Document Examination. The Philescript Co., Glenside, PA.
- July 1988 Handwriting Identification Seminar - Forgery Detection. Judith Houseley, Santa Clara, CA.

- Instruction including research findings, lectures and hands-on training in... (partial listing)

- Anonymous writing
- Counterfeit detection
- Disclaimed signatures
- Ink and paper analysis
- Typewriting comparison
- Preparation of visual aids
- Alteration and obliteration
- Distinguishing line sequence
- Signature Identification of the aged and ill
- Handwriting (or printscript) comparison
- 1993 Amendments to the Federal Rules of Evidence
- FAX machines
- Figures & symbols
- Disguised writing
- Machine copies
- Photography
- Graffiti
- Tremor

Court and Arbitration Experience

Full list available upon request

Library

Full list of titles available upon request

Papers published and presented

Full list of titles available upon request

**PAPERS PUBLISHED OR PRESENTED
BY
MARIE D. LAKE, MS, CDE**

1. "1993 Amendments to the Federal Rules of Civil Procedure (As Relating to the Expert Witness)" *The Journal of the World Association of Document Examiners*, no. 182 (1993): 3-6.
2. "What a Difference a Hiatus Makes..." *The Journal of the World Association of Document Examiners*, no. 167 (1993): 3-6.
3. "Read the White" *The Journal of the World Association of Document Examiners*, no. 173 (1992): 3-7.
4. "Work Smarter, Not Harder. (Photography: Using a Copy Stand, Work Away from Office and Start to Finish Checklist) *World Association of Document Examiners Exchange*, no. 138 (1991): 3-5.
-
5. "Are You in the Mainstream of Document Examiners?" paper presented at the Annual Meeting of the World Association of Document Examiners, Chicago, IL., July 1995.



MULTNOMAH COUNTY OREGON

EXHIBIT
153025
8

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 405
PORTLAND, OREGON 97204-2221

RECEIVED
APR 1995

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

REFERENCE FOR APPLICANT

(Anna)
Doong Thi Phuong Hang 2843 SW Plum St Portland, OR 97219
Applicant Name Care Home Address
586-38-416 264-9640
Applicant Social Security Number Applicant's Phone Number

The above-named person has applied for a license to operate, manage or otherwise provide care in an Adult Care Home. Adult Care Homes provide room and board and car, room and care, or room and board only to elderly persons over 60, or to adults over 18 who are physically, mentally or emotionally handicapped or alcohol/drug dependent.

Your name has been given as a personal reference. We would appreciate it if you could complete this form as soon as possible and return it to the above address. Please call our office at 248-3000 if you have any questions.

How long have you known this applicant? 20 years

In what capacity? Friend

Is there any reason which would lead you to question this person's ability to provide care to elderly, handicapped or dependent adults?
None

To your knowledge, has this person or other members of the home ever been known to abuse drugs or alcohol? None

Please use this rating scale: 0-5, 5 being very poor.
0=unknown 1=Excellent 2=Above average 3=Average 4=Below average 5=Very poor

<input checked="" type="checkbox"/> Warm personality	<input checked="" type="checkbox"/> Ability to deal w/ behavior problems	<input checked="" type="checkbox"/> Dependability
<input checked="" type="checkbox"/> Understands people	<input checked="" type="checkbox"/> Health and vigor	<input checked="" type="checkbox"/> Ability to budget money
<input checked="" type="checkbox"/> Ability to get along with others	<input checked="" type="checkbox"/> Ability to cope with stress	<input checked="" type="checkbox"/> Ability to keep accurate records

KNOWLEDGE OF EXPERIENCE WITH PROBLEMS OF:
 Elderly Physically handicapped Mentally retarded
 Emotionally disabled Alcohol/drug dependent

Personal statement: She is a very loving and caring person
Kim Lee Feb 15 1995 Nurse
signed Date occupation

Print or Type Name KIM LEE Employer ST VINCENT HOSPITAL
Address 2512 SW 16th zip 97219 Address 4205 SW Barnes St zip 97225
Phone 226-0564



MULTNOMAH COUNTY OREGON

EXHIBIT
153025
9

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 405
PORTLAND, OREGON 97204-2221

RECEIVED
APR 4 1995

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

REFERENCE FOR APPLICANT

47219

DUONG THI: PHUONG HANG 2843 SW PLUM CT PORTLAND OR
Applicant Name Care Home Address

586-38-1676 244-9640
Applicant Social Security Number Applicant's Phone Number

The above-named person has applied for a license to operate, manage or otherwise provide care in an Adult Care Home. Adult Care Homes provide room and board and car, room and care, or room and board only to elderly persons over 60, or to adults over 18 who are physically, mentally or emotionally handicapped or alcohol/drug dependent.

Your name has been given as a personal reference. We would appreciate it if you could complete this form as soon as possible and return it to the above address. Please call our office at 248-3000 if you have any questions.

How long have you known this applicant? 15 years

In what capacity? friend

Is there any reason which would lead you to question this person's ability to provide care to elderly, handicapped or dependent adults?

NO

To your knowledge, has this person or other members of the home ever been known to abuse drugs or alcohol? NO

Please use this rating scale: 0-5, 5 being very poor.
0=unknown 1=Excellent 2=Above average 3=Average 4=Below average 5=Very poor

<u>1</u> Warm personality	<u>1</u> Ability to deal w/ behavior problems	<u>1</u> Dependability
<u>1</u> Understands people	<u>1</u> Health and vigor	<u>1</u> Ability to budget money
<u>1</u> Ability to get along with others	<u>1</u> Ability to cope with stress	<u>1</u> Ability to keep accurate records

KNOWLEDGE OF EXPERIENCE WITH PROBLEMS OF:

1 Elderly 1 Physically handicapped 1 Mentally retarded
1 Emotionally disabled 1 Alcohol/drug dependent

Personal Statement: I LIKE HER VERY MUCH - SHE IS WONDERFUL

Paul 03-15-1995 ENGINEER
Signed Date Occupation

Print or Type Name PAUL NGUYEN
Address 1630 SW Chy #1A Zip 97201
Phone 245-1679

Employer INTEL
Address 5200 NE Elm Zip 97008

EXHIBITS 10 AND 11

**GRAHP-IDENT, INC. HANDWRITING
ANALYSIS**

AND 8/25/95 HEARING TAPE

**ON FILE IN THE OFFICE OF THE BOARD
CLERK**

BUDGET MODIFICATION NO.

NOND #3

(For Clerk's Use) Meeting Date OCT 0 5 1995
Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 10/05/95 (Date)

DEPARTMENT Nondepartmental
CONTACT Commissioner Tanya Collier

DIVISION Chair's Office
TELEPHONE 248-5127

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Commissioners Tanya Collier & Sharron Kelley

SUGGESTED

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

This budget modification requests \$75,000 from General Fund contingency to hire a Staff Assistant to coordinate Strategic Investment Program related provisions.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This budget modification will add a Staff Assistant position who will be responsible for:

- coordination and execution of contracts and intergovernmental agreements identified in SIP documents;
- identification and establishment of partnerships necessary to meet SIP social service goals;
- creation of systems necessary to implement directives in the SIP agreement;
- establishment of procedures for reporting, evaluation and analysis of SIP agreements for desired outcomes;
- implement responsible, non-adversarial administration of SIP agreements.

It will increase the Chair's budget by \$75,000 and decrease General Fund contingency by \$75,000.

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

Insurance Fund revenue service reimbursement from the General Fund is increased by \$4,943.

COUNTY COMMISSIONERS
1995 SEP 29 AM 9:25
MULTICOUNTY
CHIEF CLERK

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

<u>General</u>	Fund Contingency before this modification (as of <u>08/31/95</u>)	\$ <u>1,394,880</u>
	Date	
	After this modification	\$ <u>1,319,880</u>

Originated By <u>Sharron Kelley</u>	Date <u>9/28/95</u>	Department Director	Date
Plan/Budget Analyst <u>Chris King</u>	Date <u>09/28/95</u>	Employee Services <u>Donald H. Winkley</u>	Date <u>9/29/95</u>
Board Approval	Date		

10/5/95 BOARD MEETING ACTION TAKEN TO ADD THE LANGUAGE AS FOLLOWS:

The Board of County Commissioners, it is our intent to create a Separate Fund to Receive the Community Service Fees during the Next Budget Cycle and that this be Considered a Loan from the Community Service Fee.

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

NOND #3

5. ANNUALIZED PERSONNEL CHANGES

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1.00	Staff Assistant	50,000	8,785	6,591	65,376
1.00	TOTAL CHANGE (ANNUALIZED)	50,000	8,785	6,591	65,376

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
0.75	Staff Assistant from October 1, 1995	37,500	6,589	4,943	49,032
TOTAL CURRENT FISCAL YEAR CHANGES		37,500	6,589	4,943	49,032

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
NOND #3	C	100	50	9201			5100	607,350	644,850	37,500		Permanent
NOND #3	C	100	50	9201			5200	45,385	52,353	6,968		Temporary
NOND #3	C	100	50	9201			5500	110,464	117,053	6,589		Fringe
NOND #3	C	100	50	9201			5550	76,344	81,287	4,943		Insurance
										0		
NOND #3	C	100	50	9201			6110	72,126	87,126	15,000		Professional Services
NOND #3	C	100	50	9201			6230	12,700	16,700	4,000		Supplies
										0		
NOND #3	C	100	45	9120			7700		(75,000)	(75,000)		Contingency
										0		
NOND #3	C	400	50	7531			6580		4,943	4,943		Medical/Dental Claims
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										4,943	0	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
NOND #3	C	400	50	7040			6600		4,943	4,943		GF Svc Reimb.
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										4,943	0	

STRATEGIC INVESTMENT PROGRAM COORDINATOR
For the purpose of coordination and
ADMINISTRATION OF SIP CONTRACTS WITH FUJITSU & LSI LOGIC

SIP contract implementation, administration and evaluation job tasks.

- Objective: Coordinate and execute contracts and IGA's identified in SIP agreements.
- Objective: Identify and establish partnerships necessary to meet social service goals in SIP policy and contracts.
- Objective: Create systems to implement directives in SIP agreement.
- Establish procedures for reporting, evaluation and analysis.
- Implement responsible and "interest based" (non-adversarial) administration of SIP agreements.

Work Program

Phase I: October, 1995 to December, 1995

1. Further define role of JobNet in accordance with SIP agreements. (Major players: County Counsel, Portland Development Commission (PDC) and the SIP Steering Committee*)
2. Prepare contract between Multnomah County and JobNet that ensures companies will have qualified applicants from targeted population both prior to opening as well as throughout the life of the contracts. (Major players: County Counsel and PDC)
3. Assess capacity of existing community resources to produce needed workforce. (Major players: Multnomah County Community and Family Services, PDC, Community Colleges, East County High Schools, Marshall High School)
4. Work with Gresham to create an Intergovernmental Agreement specifying the roles and responsibilities for each jurisdiction during the life of SIP contracts. (Major players: Multnomah County, City of Gresham and, potentially, FMI and LSI)
5. Work with the City of Portland and the N.E. Cities to determine roles and responsibilities.
6. Contractually establish a budget committee for the East County Microelectronic Training Center. (Major players: Mt. Hood Community College legal counsel as the lead, the Regional Cooperative Consortium, FMI, LSI and Multnomah County legal counsel)
7. Work with the School-to-work program developers to ensure a school-to-work program in place by September, 1996. (Major players: Community colleges, East County high schools, and Marshall High School)
8. Begin coordination of community colleges, six East County high schools and Marshall High School to develop school-to-work program by start of 1996 school year.
9. Report to the Board of County Commissioners and the Community

Phase II: January, 1996 to June, 1996

1. Based on the completed assessment of existing community resources, work with the appropriate entities to design a program of rapid capacity building that will contribute directly to the preparation of the targeted labor force for employment by Fujitsu and LSI Logic. (Major players: Community and Family Services, existing work force development groups, existing community resources, educational groups, and PDC)
2. Based on capacity building design, expand existing community resources and/or create new programs. (Major players: Community and Family Services, existing work force development groups, educational groups and PDC)
3. Develop appropriate forms, surveys and tracking mechanisms for evaluation of JobNet recruiting activity. (Major players: PDC, Community and Family Services, FMI, LSI and existing work force development groups)
4. Complete negotiations with community colleges and high schools to implement school-to-work program to begin September, 1996. Major players: Community Colleges, East County High Schools, Marshall High School. FMI and LSI)
5. Establish a task force of Housing Community experts to deliberate on policy recommendations regarding the highest and best use of community housing funds contributed by FMI and LSI. (Major players: Community and Family Services, existing countywide housing programs)
6. Establish community advisory groups to assess contractual performance requirements in the areas of child care, transportation and housing to best meet the needs of the target population. (Major players: community experts in each of the aforementioned areas)
7. Establish community and interjurisdictional advisory group to make recommendations on allocation of community service fee policies. (Major players: Multnomah County, City of Gresham, City of Portland, and interested parties to be identified)
8. Report to the Board of County Commissioners and the Community.

Phase III: July, 1996 to December, 1996

1. Make sure Phases I and II are progressing as rapidly as possible.
2. Establish multi-jurisdictional task force to identify need for non-SIP resources and determine how funding and program responsibilities will be shared. (Major players: Multnomah County, City of Gresham, City of Portland, Regional Strategies, Educational Community)
3. Develop procedures to receive and expend funds as they are received.
4. Present Community Service fee policy to the Board of County Commissioners for approval.
5. Manage JobNet contract.
6. Report to Board of County Commissioners and Community.

Phase IV: January, 1997 to July, 1997

1. Work with Multnomah County Budget Office to establish procedures for performance and financial reporting. (Major players: FMI and LSI)
2. Prepare a contract for continuous evaluation of SIP program and all its components.
3. Establish all necessary management systems to ensure superior contract administration.

Phase V: LONG RANGE OPPORTUNITIES

Work with educational and economic development communities to create an educational system that will be able to provide an adequately trained population to fill all levels of microelectronic industry job and career opportunities.

Examine regional opportunities to maximize work force development opportunities.

Draft 2

September 28, 1995

*The Steering Committee is comprised of Commissioners Collier and Kelley, Bill Farver, Sandra Duffy, Barry Crook, Darlene Carlson, Robert Trachtenberg and Rey Espana. The Steering Committee is a working group and can be changed at any time.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Tanya Collier, Commissioner District 3
Sharron Kelley, Commissioner District 4

TODAY'S DATE: September 28, 1995

REQUESTED PLACEMENT DATE: Thursday, October 5, 1995

SUBJECT: Budget Modification NOND#3
to create a Staff Assistant Position in the Chair's Office
to coordinate the Strategic Investment Program implementation

I. Recommendation / Action Requested:

Approve a budget modification in the amount of \$75,000, from the General Fund Contingency Reserve, in order to fund the creation of a Staff Assistant (Exempt/Unclassified) position and associated costs; and place that position in the Chair's Office. This position would assume the role of Strategic Investment Program Coordinator.

II. Background / Analysis:

During the past summer, tax abatement agreements were negotiated under the State and County's Strategic Investment Program with Fujitsu Microelectronics, Inc. and LSI Logic Corporation.

The County's SIP directs recipients of the abatement to make efforts to achieve the County's goals in a number of areas. The County's program directed the contract to engage the recipients in a comprehensive program targeted toward welfare, underemployed and unemployed residents of Multnomah County. The contract represents a sincere commitment on the behalf of LSI Logic and Fujitsu Microelectronics to become a leader in job creation and support of those County residents who have not become successful participants in the County's economic health. The contract seeks to get to a specific population with jobs, to provide services to those people in terms of child care,

housing and transportation to assure that they will not find those impediments to job success. Additionally, the contract seeks to make certain contributions to the community at large.

During recent deliberations between the Chair's Office, Commissioners, and County staff, it has been determined that the work that is necessary to coordinate the efforts of many jurisdictions, organizations and individuals, and thereby secure the full benefit of the agreements between Fujitsu and LSI and the County, would best be performed by someone who could devote their entire attention to the fulfillment of those agreement terms. So this budget modification would seek to create a new position and the funding necessary to support the work of this SIP Coordinator.

The position would be responsible for SIP contract implementation, administration and evaluation effort. Attached is an outline of the job duties and an associated work plan, but in general this position would be responsible for:

- the coordination and execution of contracts and intergovernmental agreements identified in the SIP agreements;
- the identification and establishment of partnerships necessary to meet the social service goals in the SIP policy and contracts;
- the creation of systems necessary to implement directives in the SIP agreement;
- the establishment of procedures for reporting, evaluation and the analysis of the SIP agreements to ensure that they produce the desired outcome; and to
- implement responsible and "interest-based" (non-adversarial) administration of the SIP agreements -- including the processes for determination of the use of both community housing payments and community service fee payments.

III. Financial Impact:

This budget modification would reduce the General Fund Contingency from \$1,394,880 to \$1,319,880. This budget modification meets the requirements of the County's Financial and Budget Policies regarding the use of Contingency funds in that it is an unanticipated expenditure necessary to keep previous public commitments and to fulfill a contractual mandate and cannot be covered by existing appropriations. While this may not be "one-time only", there are alternatives that can be explored in order to have other funding sources participate in the funding of this position in future budget cycles.

IV. Legal Issues:

There are no legal issues associated with this budget modification.

V. Controversial Issues:

We do not believe that there are any controversial issues associated with this action.

VI. Link to Current County Policies:

The SIP agreements were negotiated in accordance with the policy established by the Board on April 13, 1995 under Resolution 95-77.

VII. Citizen Participation:

No participation by citizens took place in the decision to create this position.

VIII. Other Government Participation:

No other government have participated in the decision to create this position. It is anticipated that much of the coordinator's work will be done in conjunction with other jurisdictions. There remains an opportunity to seek contributions from other governments to cover the cost of the work contemplated for this position.

MEETING DATE OCT 0 5 1995

AGENDA NUMBER _____

AGENDA PLACEMENT FORM

SUBJECT: BUDGET MODIFICATION NOND#3

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, October 5, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION Chair's Office/Elected Officials

CONTACT: Tanya Collier TELEPHONE : 248-5217

BLDG/ROOM: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier and

Commissioner Sharron Kelley

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Approve a budget modification in the amount of \$75,000, from the General Fund Contingency Reserve, in order to fund the creation of a Staff Assistant (Exempt/Unclassified) position and associated costs; and place that position in the Chair's Office. This will be appropriated to the Chair's Office budget. This position would assume the role of Strategic Investment Program Coordinator.

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who have not become successful participants in the County's economic health. The contract seeks to get to a specific population with jobs, to provide services to those people in terms of child care, housing and transportation to assure that they will not find those impediments to job success. Additionally, the contract seeks to make certain contributions to the community at large.

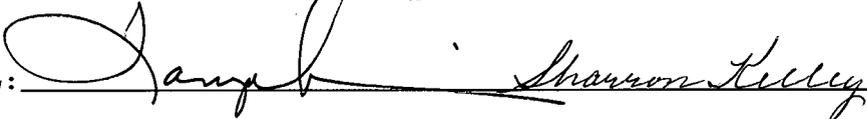
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SIGNATURES REQUIRED:

ELECTED OFFICIAL:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Beverly Stein, Multnomah County Chair

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

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

October 2, 1995

TO: BCC

FROM: Beverly *Stein*

RE: SIP Coordinator

I hope that someone will be willing to make the amendment suggested in the attached memo to create a special fund during the next budget and to consider the \$75,000 for the coordinator position as a loan from the general fund to be paid back from the Community Service Fee.





MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Beverly Stein, Chair of the Board of County Commissioners
FROM: R. Barry Crook, Budget & Quality Manager *bc*
DATE: October 2, 1995
SUBJECT: Strategic Investment Program Coordinator: Budget Modification Issues

On the Board's agenda this week is a budget modification to appropriate, from General Fund Contingency Reserve, funds to cover the expenses associated with the creation of the SIP coordinator position. There has been some discussion regarding the creation of a separate fund to account for these expenses (and to record revenues in), with the idea to make sure that it is understood that the money is a "loan" from the General Fund and that it will be expected that the Community Service Fee monies (not due to the County until November of 1997) will be the source of repayment. I agree with the need to create this separate fund to handle SIP-related transactions and have begun discussions with Dave Boyer, Finance Manager, regarding the appropriate fund/agency/organization structure for such a fund.

In order to create this fund during the current fiscal year, a Supplemental Budget process would have to be invoked. As a feature of Oregon budget law, changes in a fund after adoption are limited to 10%. The changes being contemplated in the pending agenda item are for the General Fund and would fall within the percentage limit. If you wanted to create a new fund, we would have to initiate a Supplemental Budget -- prepare a budget, advertise and hold a budget hearing where the Board approves the Supplemental Budget, submit that to TSCC for their review and their public hearing, and hold an additional hearing to adopt this Supplemental Budget.

My recommendation would be to not create the separate fund at this time, but to make it part of next year's budget-making process. Should another compelling reason arise that would force the County to engage in a Supplemental Budget process, we could "tack on" this item to that process.

In order to make sure that the Board's intention is for these costs to ultimately be borne by the Community Service Fee, I would recommend that someone make an amendment to the motion to approve the agenda item. This motion should then outline the Board's intention to create separate funds during the next budget cycle and to clearly state the Board's intention that these funds be a loan from Community Service Fee proceeds.

If you wish to initiate the Supplemental Budget process *now*, let me know and the Budget Office will proceed to start that process.