

# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

MARCH 29 - APRIL 2, 1993

Tuesday, March 30, 1993 - 9:30 AM - Board Briefings. . . . .Page 2  
Tuesday, March 30, 1993 - 11:00 AM - Agenda Review . . . . .Page 2  
Thursday, April 1, 1993 - 9:30 AM - Regular Meeting. . . . .Page 2  
Friday, April 2, 1993 - 11:00 AM - Public Hearing. . . . .Page 4

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers  
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers  
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers  
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Tuesday, March 30, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Fair Housing Advisory Task Force Report and Recommendations. Presented by Cecile Pitts and Janet Hawkins. 9:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.
- B-2 Legislative Update. Presented by Fred Neal and Howard Klink. 10:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.
- B-3 Final Report of the Multi-Jurisdictional Disparity Predicate (M/WBE) Feasibility Study. Presented by Lillie Walker and Chip Lazenby. 10:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.

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Tuesday, March 30, 1993 - 11:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-4 Review of Agenda for Regular Meeting of April 1, 1993.

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Thursday, April 1, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

- C-1 Ratification of Intergovernmental Revenue Agreement, Contract #201523, Between Multnomah County and the State of Oregon Office of Medical Assistance Programs, Providing State Clients with Medical and Dental Services, for the Period April 1, 1993 through September 30, 1993

REGULAR AGENDA

NON-DEPARTMENTAL

MANAGEMENT SUPPORT SERVICES

- See Paul* R-1 RESOLUTION in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1993A Certificates of Participation, Approving and Authorizing a Lease-Purchase and Escrow Agreement, a Certificate Purchase Agreement and a Final and Preliminary Official Statement; Designating an Authorized Representative; Approving of an Advance Refunding Plan; and Repealing Resolution 92-242

NON-DEPARTMENTAL

MANAGEMENT SUPPORT SERVICES - continued

- Sub-Pass*
- R-2 RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of the Certificates of Participation, Series 1993A, Issued to Finance, in Part, the Northeast Health Clinic **93-89**
- Sub-Pass*
- R-3 RESOLUTION in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of the Series 1993B Taxable Certificates of Participation; Approving and Authorizing a Lease-Purchase and Escrow Agreement, a Certificate Purchase Agreement and a Final and Preliminary Official Statement; and Designating an Authorized Representative **93-90**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- App*
- R-4 Ratification of Intergovernmental Agreement, Contract #301973, Between Multnomah County and the City of Portland, Providing Transfer of the Fiscal Administration of the Multnomah County Cable Fund to the City of Portland, for the Period April 1, 1993 through May 31, 1993

DEPARTMENT OF HEALTH

- App Second Reading 4-8-93*
- R-5 First Reading of an ORDINANCE Establishing Emergency Medical Services (EMS) User Fees to be Paid by Licensees and Incorporating the Fees into MCC Chapter 5.10 (County Fees)

NON-DEPARTMENTAL

- Hold 1 wk 4-8-93*
- R-6 RESOLUTION in the Matter of the Preservation and Maximization of Jail Beds and Other Corrections Related Activities in Multnomah County, Oregon (CONTINUED FROM MARCH 25, 1993)
- App*
- R-7 Second Reading and Possible Adoption of an ORDINANCE Designating the Citizens Steering Committee of the Citizens Convention as an Advisory Committee of Multnomah County **757**
- App*
- R-8 PROCLAMATION in the Matter of Proclaiming APRIL 1993 as FAIR HOUSING MONTH **93-91**
- App*
- R-9 RESOLUTION in the Matter of Affirming Mutual Agreements with the City of Fairview for Share of Property Tax Receipts **93-92**
- R-10 RESOLUTION in the Matter of Affirming Mutual Agreements with the City of Wood Village for Share of Property Tax Receipts for Fiscal Year 1993-94 **93-93**
- App*
- R-11 In the Matter of RESOLUTION Supporting the Oregon Transportation Plan (OTP) Legislative Package **93-94**
- App*
- R-12 RESOLUTION in the Matter of [Opposing] House Bill 3505 Proposing to Amend State Wildlife Policy and Goals **93-95**

VACANT POSITION COMMITTEE RECOMMENDATIONS  
HIRING FREEZE BUDGET MODIFICATIONS

- Motion to Amend \*App*
- R-13 Budget Modification DES #24 Proposing Reduction of One Cartographer Position in the Division of Assessment and Taxation Records Management Program
- \*App*
- R-14 Budget Modification DES #25 Proposing Reduction of One Office Assistant/Senior Position in the Division of Assessment and Taxation Records Management Program
- \*App*
- R-15 Budget Modification DES #26 Proposing Reduction of One Office Assistant/Senior Position in the Division of Assessment and Taxation Appraisal/Clerical Program
- \*App*
- R-16 Budget Modification NOND #28 Proposing Deletion of a Vacant Staff Assistant Position in Commissioner District 1 Division
- \*App*
- R-17 Budget Modification NOND #29 Proposing Deletion of a Vacant Fiscal Specialist II Position in Finance Division
- \*App*
- R-18 Budget Modification NOND #30 Proposing Deletion of a Vacant Fiscal Specialist I Position in Finance Division
- \*App*
- R-19 Budget Modification NOND #31 Proposing Reduction of One Half-Time OAIL Position in Employee Services Division
- \*App for FY 92-93*

PUBLIC COMMENT

- R-20 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

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Friday, April 2, 1993 - 11:00 AM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

- H-1 In Compliance with ORS 294.480 (4), the Tax Supervising & Conservation Commission Will Conduct a Public Hearing on the Multnomah County 1992-93 Supplemental Budget.
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BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: 4-1-93

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
{ <u>R-1</u>	<u>TC</u>	<u>DS</u>	<u>      </u>
*Sub. Resol.			
<u>1st.</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
{ <u>R-2</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
*Sub Resol.			
<u>1st.</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
{ <u>R-3</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
*Sub. Resol.			
<u>1st</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
First Reading		Second Reading 4-8-93	
<u>R-5</u>	<u>TC</u>	<u>DS</u>	<u>App</u>
Motion to Continue 1wk.			
<u>R-6</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
ordin.			
<u>R-7</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
<u>R-8</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
<u>R-9</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-10</u>	<u>SK</u>	<u>TC</u>	<u>App</u>

BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: 4-1-93 P2

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-11</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-12</u>	<u>SK</u>	<u>DS</u>	<u>      </u>
<u>Motion to deny</u>			
<u>R-13</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>Motion to deny</u>			
<u>R-14</u>	<u>SK</u>	<u>DS</u>	<u>      </u>
<u>Motion to deny</u>			
<u>R-15</u>	<u>SK</u>	<u>TC</u>	<u>      </u>
<u>Motion to deny</u>			
<u>R-16</u>	<u>SK</u>	<u>DS</u>	<u>      </u>
<u>Motion to deny</u>			
<u>R-17</u>	<u>SK</u>	<u>DS</u>	<u>      </u>
<u>R-18</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
<u>Motion to deny for FY 93-94</u>			
<u>R-19</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-20</u>			
<u>      </u>			
<u>      </u>			
<u>      </u>			
<u>      </u>			
<u>      </u>			

Meeting Date: APR 0 1 1993

Agenda Number: C-4

(Above for Clerk's Office Use Only)

### AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of Physician Care Organization (PCO) Agreement with the State of Oregon

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Health Division: \_\_\_\_\_

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

#### Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: ☒

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

Ratification of intergovernmental agreement with Oregon State Office of Medical Assistance Programs for the provision of basic health services for the state's medical clients. Multnomah County, a Physician Care Organization (PCO), will be reimbursed by the state for providing the services. The agreement is effective April 1, 1993 to and including September 30, 1993.

#### Signatures

Elected Official \_\_\_\_\_

OR

Department Director Billi Odgaard

(All accompanying documents must have required signatures!)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 22 PM 4:26  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3056  
FAX (503) 248-3407

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

## MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Bill *Belle* Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager, Health Department

DATE: March 12, 1993

SUBJECT: Intergovernmental Agreement with Oregon State Office of Medical Assistance Programs

Recommendation: The Health Department recommends County Chair approval and Board ratification of this agreement with the Oregon Department of Human Services, Office of Medical Assistance Programs for the period April 1, 1993 to and including September 30, 1993.

Analysis: The state operates a basic health services program for its medical clients and has contracted with Multnomah County, a physician care organization (PCO), to provide certain medical and dental services for its medical clients. This agreement will extend the program and establish a Net Capitation rate of \$43.25, \$6.62 per member per month for Pharmacy services and \$4.63 per member per month for Dental services.

Background: This program was mandated by the state Legislature and has been optional since January 1985.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201528

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-1</u> DATE <u>4/1/93</u> Carrie A. Parkerson <b>BOARD CLERK</b> REVENUE

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Physician Care Organization (PCO). County provides state clients with medical and dental services.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Oregon Department of Human Resources  
Office of Medical Assistance Programs  
 Mailing Address Human Resources Building  
500 Summer N.E. St.  
Salem, Oregon 97310-1014
Phone (503) 378-2263Employer ID# or SS# N/AEffective Date April 1, 1993Termination Date September 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ REQUIREMENTSRemittance 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 Billy O'Leary

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 3/12/93

Date \_\_\_\_\_

Date 3-18-93Date 3-18-93Date 4-1-93

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	015	0710			2600		0314		Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

OMAP CONTRACT # 93 - PCO - 76

PHYSICIAN CARE ORGANIZATION AGREEMENT

1. INTRODUCTION:

This Agreement, is hereby entered into between Multnomah County Department of Human Resources , hereinafter called "Contractor", and the State of Oregon, by and through its Office of Medical Assistance Programs, hereinafter called OMAP.

2. STATUS OF CONTRACTOR: Contractor is a Physicians Care Organization and certifies that it meets the Standards to Provide Service, as set forth in Exhibit "C" of this Agreement, which is attached hereto and hereby incorporated herein by reference. If Contractor is a Health Services Contractor, as defined in ORS 750.005(2), Contractor shall not provide prepaid health services on a prepaid basis to any persons other than OMAP clients, unless Contractor meets all statutory and regulatory requirements as a Health Services Contractor under ORS Chapter 750.

3. CONSIDERATION:

Contractor, in consideration of the Capitation and other Fees to be paid to Contractor by OMAP on behalf of Members, agrees to provide necessary services and other benefits, as specified under Section 11 SERVICES AND BENEFITS, for eligible persons enrolled hereunder, in accordance with the terms, conditions, limitations and exclusions of this Agreement.



Barbara Roberts  
Governor

500 Summer Street NE  
Salem OR 97310-1014  
Salem - (503) 378-2263  
FAX - (503) 373-7689  
TDD - (503) 378-6791

For the period from April 1, 1993 through September 30, 1993:

The amount payable per Member per month as the Capitation Fee including Optional Services, if any, is \$43.41. Risk limitation coverage selected by Contractor under this Agreement is at \$3,000.00 per Member per 12 month period and the premium is payable by Contractor. After deducting the cost for risk limitation coverage, the Net Capitation Fee will be \$ 43.25 which is a reduction of \$0.16 per Member per month.

The Capitation payable for the optional services, included above is:

Pharmacy	\$6.62 per member per month
Dental	\$ 4.63 per member per month

Contractor shall be paid a Capitation Fee for all members beginning April 1, 1993. Contractor's maximum enrollment under this Agreement shall be 10,000 members.

4. TERM AND APPROVAL:

This Agreement is not effective until approved in writing for legal sufficiency by the Oregon Department of Justice and signed by the parties. Upon approval of the above, as evidenced by the signature of an authorized representative, the term of this Agreement will be from March 1, 1993 through September 30, 1993.

In the event that the provisions of The Oregon Basic Health Services Act (Senate Bill 27, enacted as Chapter 836, Oregon Laws, 1989) for the provision of coverage of eligible persons are implemented, this Contract shall terminate as of the effective date of such implementation.

This Agreement may be renewed on October 1, 1993 for the period October 1, 1993 through September 30, 1994, and on a yearly basis thereafter.

In order for renewal to be effective, the renewal agreement must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties in writing prior to the expiration of this contract or any extension thereof.

5. AMENDMENTS:

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument which must receive written approval for legal sufficiency by the Oregon Department of Justice and be signed by the parties.

6. DEFINITIONS:

As used in this Agreement, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms shall govern the construction of this Agreement.

- a. AFS: Adult and Family Services Division, a division of the Oregon State Department of Human Resources responsible for determination of eligibility for OMAP medical assistance programs.
- b. Allowable Costs: Those reasonable and necessary costs incurred by Contractor and approved by OMAP and the U.S. Department of Health and Human Services.
- c. Assistance Unit: An Assistance Unit consists of the person or persons in a household whose needs are included in one Aid to Families with Dependent Children (AFDC) assistance grant.
- d. Benefit Month: The month for which OMAP owes or has paid the Capitation Fee for a Member.
- e. Capitation Fee: The amount to be paid monthly by OMAP to Contractor for each enrolled Member.
- f. Contractor: A qualified Physician Care Organization which contracts with OMAP to provide covered services to an enrolled population on a prepaid capitated basis.
- g. Disenrollment: The deletion of any Member from the approved list of Members furnished by OMAP to Contractor.
- h. Eligible Recipient: Any person eligible as an Aid to Families with Dependent Children (AFDC) recipient in accordance with Federal and Oregon laws and residing in the Service Area.
- i. Emergency Services: Medical Services provided after the sudden and unforeseen onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in:
  - (1) Placing the patient's health in serious jeopardy; or
  - (2) Serious impairment to bodily functions; or
  - (3) Serious dysfunction of any bodily organ or part.



- j. Enrollee Listing: A provisional listing of Members who have been enrolled with Contractor by OMAP.
- k. Enrollment: The Head of Household's signing of an enrollment form on behalf of Eligible Recipients included in the Assistance Unit and AFS's verification of the eligibility of those individuals or OMAP action under the provisions of Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY subparagraph a.(5).
- l. Fair Hearing: The procedure by which a Member may appeal an OMAP decision or Contractor action under this Agreement.
- m. Fee For Service Basis: Refers to payments made or owed by OMAP for Medical Services provided to eligible Medicaid recipients which are not covered under the Agreement. Billing and payment are made pursuant to applicable statutes and the rules and regulations contained in OMAP's Medical Provider Guides.
- n. Head of Household: The person whose name appears as the case name for an Assistance Unit containing Eligible Recipients.
- o. Long Term Care Services: Nursing services provided in a facility which is licensed by the relevant State Licensing Authority to provide nursing care services and certified by that authority as a Skilled Nursing Facility or Intermediate Care Facility under Title XIX of the Social Security Act.
- p. Marketing: Any procedure or materials used to induce Eligible Recipients to enroll.
- q. Medical Care Identification Card: The card issued by OMAP upon determination of a recipient's eligibility for Medicaid services. OMAP will issue such a card noted for Contractor coverage to each enrolled eligible Assistance Unit in accordance with the provisions of Section 8, ENROLLMENT, DISENROLLMENT, COVERAGE AND ELIGIBILITY, SUBPARAGRAPH (a), (5).
- r. Medical Services: Except as expressly limited or excluded by this Agreement, those medically necessary professional services of physicians and surgeons, podiatrists, nurse practitioners, other health professionals, and paramedical personnel, including medical, diagnostic, therapeutic and preventive services, as specified in OMAP's guides for Medical-Surgical Services and Hospital Services, which are (1) generally and customarily provided in the Service Area, and (2) performed, prescribed or directed by a Primary Care Physician.
- s. Medicare: The Federal Health Insurance for the Aged and Disabled Act.

- t. **Medicheck:** Medicaid's Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program which covers all Aid to Families with Dependent Children (AFDC) individuals under 21 years of age.
- u. **Member:** Any Eligible Recipient, as determined by OMAP, whose coverage under this Agreement has begun and remains in effect.
- v. **Net Capitation Fee:** The Capitation Fee net of all offsets, if any, requested by Contractor.
- w. **Non-Member Rates:** The charges set forth in the applicable schedule of charges maintained by Contractor for services provided to patients who are not Members.
- x. **Out of State Provider:** A provider not located within 75 miles of the State of Oregon.
- y. **Physician:** Any physician associated with or engaged by Contractor who has a degree of Doctor of Medicine or Doctor of Osteopathy and who is licensed in Oregon to practice medicine.
- z. **Physician Care Organization (PCO):** A business enterprise, which contracts with OMAP to provide the delivery of an agreed upon set of Medical Services and referral services for an enrolled group of OMAP recipients in a defined geographic area for a fixed periodic rate paid per Member.
- aa. **Primary Care Practitioner:** A practitioner who has the responsibility for supervising, coordinating, and providing initial and primary care to patients, initiating referrals for specialist care, and maintaining the continuity of patient care. A Primary Care Practitioner shall be either a Physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician/gynecologist or family practitioner, or who is a licensed Nurse Practitioner or licensed Physician's Assistant.
- ab. **Provider Appeal:** Process, as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060 by which Contractor may obtain administrative review of OMAP action under this Agreement.
- ac. **Remittance Advice:** A listing of Members for which a Capitation Fee has been paid for the current Benefit Month.
- ad. **Risk:** The degree of probability that the sum of Capitation Fees and Third Party Resources will not equal Allowable Costs.

- ae. Risk Limitation: Provisions which establish a dollar limit on the level of risk assumed by Contractor.
- af. Service Area: The county of Multnomah.
- ag. Subcontract: An agreement entered into by Contractor with any of the following:
  - (1) An independent and separately established provider of health care services who agrees to furnish such services to Members.
  - (2) A Marketing organization.
  - (3) Any other organization or person who agrees to perform any administrative function or other service for the operation of the PCO specifically related to securing or fulfilling its contractual obligation with OMAP.
- ah. Third Party Resource: Any individual, other entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member.

7. HEADINGS/ORDER OF PRECEDENCE:

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. In the interpretation of this Agreement and the various exhibits and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible, the following order of precedence shall apply:

- a. Federal statutes and regulations concerning the provisions of Title XIX of the Social Security Act.
- b. State of Oregon statutes and Administrative Rules concerning the operation of OMAP's Medical Assistance Program.
- c. State of Oregon statutes and Administrative Rules concerning the operation of Physician Care Organizations.
- d. The terms of any exhibits or attachments to this Agreement.

8. ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY:

a. Enrollment

Eligible Recipients, who are certified as eligible for participation by AFS, may enroll and reenroll under the following conditions:

- (1) Enrollment Procedures. The Head of Household may enroll all Eligible Recipients within the Assistance Unit by submitting an enrollment form to AFS.

Any person who is eligible to join the Assistance Unit, such as a new spouse, newborn child, or adopted child, shall be enrolled by the Head of Household submitting an enrollment form to AFS. An AFDC eligible newborn child of a Member shall automatically be eligible for PCO enrollment and an AFDC eligible adopted child is eligible for PCO enrollment from the date placed in custody of the adoptive parents. The Head of Household shall promptly submit an enrollment form for such newborn or adopted child and OMAP shall include such newborn or adopted child on the first available Enrollee Listing delivered to Contractor.

- (2) Open Enrollment Period. Subject to the provisions of subparagraph a.(3) of this section, Eligible Recipients shall be accepted by Contractor at all times during the term of this Agreement.

- (3) Acceptance of Applicants. Total Member enrollment under this Agreement cannot exceed 3500 persons. Until this limit is met and unless otherwise specifically authorized in writing by the Health Care Financing Administration Regional Administrator, all Eligible Recipients shall be accepted by Contractor without restriction and in order by date of application.

42 CFR 434.26(a) requires that Medicare beneficiaries and Medicaid recipients constitute less than 75 percent of the total enrollment of the prepaid health plan. OMAP will waive the limitation on enrollment composition, upon receipt of a request by Contractor requesting such waiver for good cause, if the provisions of 42 CFR 434.26(b)(3) are met.

- (4) Dual Coverage. Eligible Recipients may not be enrolled with Contractor if they have insurance coverage for services provided under this Agreement.

- (5) OMAP Enrollee. Division shall enroll all Eligible Recipients within an Assistance Unit for whom the Head of Household has failed or refused to execute an enrollment form. Enrollment under this provision shall be on a rotating basis with each PCO receiving such persons as the PCO's turn on the roster occurs.

b. Disenrollment and Reenrollment Rights

- (1) Disenrollment. The Head of Household may disenroll Members within the Assistance Unit once within 6 months of the Assistance Unit's initial participation in the PCO program. Thereafter, the Head of Household may disenroll Members within the Assistance Unit only at AFS's periodic eligibility redetermination of the Assistance Unit or when determined appropriate by AFS. The effective date of disenrollment shall be, when practicable under OMAP's operation standards, the first day of the month after the month in which the Head of Household requests Disenrollment.
- (2) Reenrollment. The Head of Household may reenroll former Members within the Assistance Unit only at AFS's periodic eligibility redetermination of the Assistance Unit or when determined appropriate by OMAP.

c. Disenrollment

Disenrollment of specific Members shall be handled as follows:

- (1) Contractor Requests Disenrollment. All requests by Contractor for Disenrollment of specific Members must be promptly submitted, in writing, to OMAP for OMAP's prior approval. A copy of such request must also be furnished to the Member. OMAP will not unreasonably withhold its approval to those requests for Disenrollment meeting the conditions of this Agreement.
- (2) Adverse Change in Member's Health. Contractor may not terminate or request termination of any Member's enrollment because of an adverse change in that Member's health.
- (3) Conditions and Effective Dates of Disenrollment. Upon Disenrollment of specific Members, OMAP shall have no financial obligation to Contractor for Capitation Fees except for those Capitation Fees due and payable to Contractor on the effective date of Disenrollment. The conditions and effective dates for Disenrollment of specific Members are as follows:

- (a) The Member refuses to accept treatment in accordance with Section 12 EXCLUSIONS AND LIMITATIONS, subparagraph b.(3) and has been reassigned at least 2 times. In such instances, if practicable under OMAP's operating standards, the Member will be disenrolled effective the first day of the month following the month in which Contractor requested Disenrollment.
- (b) The Member is no longer an Eligible Recipient. Except when the Member dies, the effective date is the earlier of the date Contractor receives written notice from OMAP or the first day of the month following the month in which the Member ceased to be an Eligible Recipient. If the Member dies, the effective date is the date of death. When a Member moves out of the Service Area and OMAP is able to verify the date of the move, at OMAP's discretion, an exception may be made to operation of this rule. If OMAP deems it appropriate, OMAP may recoup any portion of the Capitation Fee paid to Contractor on behalf of the Member which is for the period of time following the move. In such instances, Contractor shall have no responsibility under the terms of this Agreement for costs incurred by the Member after the date of the move.
- (c) The Member is given active eligibility status, by AFS, as a disabled child. For these purposes, "disabled child" shall mean any individual under 21 years of age who has a medically determined congenital or acquired condition which if left untreated could be expected to result in a permanent disability, and which has been accepted for treatment by the Crippled Children's Division, Shriner's Hospital or a similar institution, or who meets the disability criteria for Supplemental Security Income (SSI). In such instances, the Member shall be disenrolled effective the date OMAP is notified of the Member's active eligibility status as a disabled child.
- (d) The member is admitted to a long-term-care facility. A Member admitted to a long-term-care facility shall be disenrolled on the day on which admission occurs.
- (e) The Member secures other comprehensive third party coverage. The Member shall be disenrolled on the first day of the month after the month in which OMAP is notified the Member has secured other third party coverage subject to OMAP's determination that the coverage is comprehensive.

- (f) If any Member permits the use of his or her Medical Care Identification Card by another person, or uses another person's card, Contractor may request disenrollment of that Member by OMAP. Contractor shall promptly notify OMAP and Member, in writing, of the alleged misuse and proposed termination action. In such instances, the Member shall be disenrolled effective the first day of the month following the month in which Contractor requested disenrollment, or the first day of the month following the month an OMAP hearing upholds such disenrollment.
  - (g) The Member institutes Disenrollment. The effective date is as stated in subparagraph b.(1) of this section.
- (4) Settlement of Account. If the rights of a Member hereunder are terminated, prepayments received on account of the terminated Member or Members applicable to periods after the effective date of Disenrollment, plus amounts due on claims, if any, less any amount due to Contractor, are to be refunded to OMAP within 30 days.

d. Effective Date of Coverage

Coverage for every enrolled Eligible Recipient except a newborn or adopted child is normally effective on the first day of the month following the application date on the enrollment form. An eligible newborn child is covered from birth and an eligible adopted child is covered from the date placed in the custody of the adoptive parents.

e. Eligibility

OMAP will mail an Enrollee Listing to Contractor on or about the fifth day of each month. On or about the first day of each month, OMAP will issue to each enrolled Assistance Unit a Medical Care Identification Card noted for Contractor coverage. This card will list all Members for whom Capitation Fees are to be received and coverage is to be provided, will distinguish the named Members from other AFDC recipients and will provide an instruction to use Contractor's after hours services within the Service Area as provided in Section 11 SERVICES AND BENEFITS. Contractor is not obligated to provide services under this Agreement to any person whose eligibility is not confirmed by one of the following: (1) person's name appearing on the Enrollee Listing; (2) children born to or adopted by Members; (3) Member presenting a valid Medical Care Identification Card; (4) enrollment being confirmed by the Automated Confirmation of Eligibility System (ACES).

A grace period of 10 days must be observed by Contractor for production by OMAP of the Enrollee Listing and Medical Care Identification Cards. At any time during this grace period the Enrollee Listing and Medical Care Identification Cards may be provided to Contractor without loss of benefit hereunder.

9. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT:

a. Responsibility for Performance

Contractor, in performing its duties to provide or arrange for the provision of services and goods pursuant to this Agreement, may employ physicians, nurses, technicians, hospitals, laboratories, or other personnel and facilities as it deems appropriate and in a manner it deems appropriate. Subject to the provisions of Section 14 MISCELLANEOUS PROVISIONS subparagraph q., Contractor may also obtain performance of its contractual responsibilities through the use of subcontracts. Any such employment or use of such subcontracts shall not act to relieve Contractor of any of its responsibility for the timely and effective performance of its duties and responsibilities under this Agreement.

b. Insurance and Indemnification

- (1) All persons and entities performing services contracted for under the terms of this Agreement shall maintain professional liability insurance which provides coverage for services rendered to Members. The insurance policy shall provide coverage of not less than the amount of \$500,000.00 per person per incident and \$1,000,000.00 in the aggregate. Contractor hereby assures OMAP that such coverage shall be in effect for the term of this Agreement.
- (2) Contractor agrees to indemnify, defend and hold harmless OMAP and its officers and employees against any actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of the Contractor, or its subcontractors, agents or employees under this contract.



c. OMAP and Members Not Agent or Representative of Contractor

Neither OMAP nor any Member is the agent or representative of Contractor and neither is liable for any acts or omissions of Contractor, its agents or employees, or any Physician, or any other person or organization with which Contractor has made or hereafter makes arrangements for performance of services or provision of goods under this Agreement.

d. Contractor Not Employee, Officer or Agent of OMAP

Contractor and its employees and agents are performing the contracted duties under this Agreement as independent contractors and not as employees or agents of OMAP as those terms are used in ORS 30.265. Neither Contractor nor any of Contractor's employees or agents shall hold themselves out or claim to be an officer, employee or agent of the State of Oregon, nor shall they make any claim, demand, or application to or for any right or privilege applicable to an officer, agent or employee of the State.

10. RATES AND FEES:

a. Capitation Fees

The Capitation Fee has been established so as to not exceed OMAP's budgeted cost in Contractor's Service Area per eligible AFDC recipient not enrolled with Contractor for the same array of Medical Services covered under this Agreement. The Capitation Fee rate will be adjusted, when appropriate, to allow for Capitation Fee increases or decreases resulting from OMAP's annual Consumer Price Index adjustments. Notwithstanding any other provision of this Agreement, the amount payable as the Capitation Fee shall not exceed the limits established by 42 CFR 447.361.

The actuarial basis for computation of the Capitation Fee rate is as follows:

- (1) Area specific and statewide Fee For Service costs are determined for an equivalent group of Medicaid recipients for a base time period for the same services provided to Members covered under this Agreement.
- (2) Area specific costs for each covered service category are then divided by the comparable statewide costs to determine a ratio by service category.
- (3) This ratio is then updated based on changes in the county factors from the base period to the most recent period using Fee For Service recipients in several programs to determine the trends. (This ratio is applied at Step 7).

- (4) Recent claim payment data is collected for each covered service category. Claim lag tables are created to calculate completion factors for incurred but not reported (IBNR) claims for each category of service.
- (5) Total paid claim amounts for each category of service are then multiplied by the appropriate completion factor to estimate the total incurred claims for the specific category of service.
- (6) The resulting incurred claims data for each category of service is adjusted by reimbursement and program change factors, utilization trends rates and cost of living adjustments to arrive at the statewide average capitation rate.
- (7) This statewide average capitation rate is then multiplied by the county ratio (derived in Step 3) for each covered service category.
- (8) Area specific rates are then adjusted by the actual maternity case rate for the base period for each Contractor.
- (9) The Contractor specific capitation rate amounts for each category of service are then added together to determine the total budgeted amount for services to be provided to the enrolled recipients in the contract service area.

OMAP shall remit to the Contractor on behalf of each Member the amount specified in Section 3 CONSIDERATION of this Agreement for each month on or before the tenth day of the Benefit Month. A Remittance Advice shall accompany this payment. A grace period of 10 days must be observed by Contractor during which the amounts specified in Section 3 CONSIDERATION may be paid without loss of benefits hereunder. Only Members for whom the stipulated fee is received by or owed to Contractor, as evidenced by the Remittance Advice, are entitled to Medical Services hereunder and then only for the period for which such fee is received. OMAP may remedy inadvertent error by prompt correct remittance.

A prorated Capitation Fee will be paid by OMAP for all eligible newborns for the month of birth, and for all eligible adopted children for the month in which they were placed in custody of the adoptive parents. The prorated Capitation Fee will be computed by dividing a full month's Capitation Fee by the number of days in the month and multiplying by the number of days that the newborn or adopted child was eligible.

Except for Optional Services, Capitation Fee rates under this Agreement may not be renegotiated and amended more often than annually for Eligible Recipients.

Capitation rates for optional services shall be calculated by the actuary, and added on to the base capitation rate when such services are provided by Contractor under this Agreement.

b. Adjustments

Monthly fees which were not paid and which should have been paid by OMAP to Contractor will be billed by Contractor to OMAP for immediate payment. However, failure to so bill shall not relieve OMAP of its payment obligation.

Except as otherwise expressly noted in this Section, OMAP assumes no liability for Capitation Fees for persons not listed on the Remittance Advice or appropriate adjustment reports received in a timely fashion.

Excepting inadvertent omission or error and subject to the Administrative Rules for the Oregon Medical Assistance Programs, OMAP will assume financial liability on a Fee For Service Basis for Medical Services provided to eligible OMAP clients who are not eligible for participation in the PCO or are in the process of enrolling in the PCO and for whom the enrollment process will take place after provision of services. Billing and payment shall be pursuant to and under the rules and regulations contained in the several OMAP Medical Provider Guides.

c. Other Charges

There will be no charges to Members for covered services under this Agreement. Members must pay or arrange for payment of charges for services not covered under this Agreement.

d. Medicare and Third Party Resources Payments

The Capitation Rate is established on the assumption that Medicare payment for services provided to Members hereunder and any other Third Party Resource payments will be received by Contractor or the provider of services entitled thereto. Therefore, all sums payable on behalf of Members by Medicare or Third Party Resources for services provided pursuant to this Agreement are payable to and retained by either Contractor or the provider of services entitled thereto. Each Member entitled to any Medicare or Third Party Resource benefits or payments shall complete and submit to Contractor all consents, releases, assignments and other documents reasonably requested by Contractor in order to obtain or assure such payment.

11. SERVICES AND BENEFITS:

Subject to all terms, conditions, limitations and exclusions in this Agreement, Members are entitled to the physician services and other Medical Services, pathology services and radiology services set forth in this section. Benefits hereunder include and are not in addition to Medicare benefits. These services are available only if and to the extent that they are provided, prescribed or directed by the Member's Primary Care Practitioner, Contractor, or received as an Emergency Service. All Emergency Services shall be available 24 hours a day, 7 days a week, for all days of the year. All other services shall be available during regular business hours and without undue delay.

a. Physician Services and Other Medical Services in Hospitals and Medical Offices

Except for physician services and other Medical Services specifically described in other subparagraphs of this section, physician services and other Medical Services are provided for all Members covered by the Capitation Fee as follows:

- (1) Care While Hospitalized. During hospitalizations all prescribed physician services and other Medical Services, including surgical procedures, anesthesia and consultation with and treatment by specialists.
- (2) Care in Medical Office or Emergency Departments
  - (a) Diagnosis and Treatment. Prescribed physician services and other Medical Services, including surgical procedures, and consultation with and treatment by specialists. Podiatry and Chiropractic services are included.
  - (b) Preventive Services. Prescribed physician services and other Medical Services for health maintenance, including physical checkups and health education, and other preventive physician services and Medical Services.
  - (c) Medical Supplies. Prescribed medical supplies, including but not limited to casting materials, provided in medical offices and clinics.

b. Radiology and Pathology and Diagnostic Tests

All outpatient prescribed X-rays and diagnostic tests, services, and materials, including diagnostic and therapeutic X-rays, and diagnostic clinical isotope services, laboratory tests, electrocardiograms, and electroencephalograms are provided to all Members under the Capitation Fee.

c. Medical Case Management

Medical case management is defined as arranging for and assuring the continuity and coordination of each Member's total care needs. Any referral for non-capitated services other than hospitalization or Emergency Services must be pursuant to OMAP's prior authorization requirements which are in effect for Fee For Service providers.

The following functions are included under medical case management:

- (1) Appropriate referral of Members needing specialty health care services.
- (2) Documentation of referral services in Member's medical record.
- (3) Monitoring of Members with ongoing medical conditions by utilizing the Member's medical treatment plan.
- (4) Documentation in medical records of Member's known emergency encounters including appropriate medically indicated follow-up.
- (5) Referrals as appropriate for the following services, coordinated with discharge planning (hospital or institutional) if applicable: hospitalization, physical therapy, inhalation therapy, occupational therapy, speech therapy, audiology, pharmaceutical services, chiropractic and naturopathic services, podiatrist services, private duty nursing, durable medical equipment and supplies, renal dialysis, and organ transplants. NOTE: Case Management for non-emergency hospitalization may include interhospital transfers if prior authorized by OMAP's Medical Unit. Criteria for authorization include likelihood of improving standard of care and/or overall health status of member.
- (6) As an aid to contractor case management of prenatal services, OMAP will provide a monthly report by plan identifying enrollees newly coded as pregnant or pregnant at the time of enrollment.

d. Early and Periodic Screening, Diagnosis and Treatment

Contractor will provide health screening on a regularly scheduled basis for any Member under 21 years of age. Screening, diagnosis and treatment will be carried out as provided in the OMAP's guide for Medical-Surgical Services. A record of all such schedules will be kept in the Member's medical record. Screening will consist of at least: health and developmental history; unclothed physical exam; developmental assessment; immunizations appropriate for age and health history; assessment of nutritional status; vision testing; hearing testing; laboratory procedures appropriate for age and population groups; and for children 18 months of age and over, referral to a dentist for diagnosis and treatment.

For mental health & substance abuse assessment & treatment Contractor shall refer a member who needs such assessment and/or treatment to the Treatment Planning Coordinator of the Community Mental Health Provider System or Office of Alcohol and Drug Abuse Programs Community Providers, as appropriate, for EPSDT Services. OMAP will provide referral forms for provider use to assure access to these services.

e. Immunizations

Immunizations are provided against diphtheria, pertussis, tetanus, polio, measles (rubeola), mumps, rubella (German measles), or in conjunction with exposure to or affliction with specific conditions. Such conditions include rabies, influenza, pneumococcal pneumonia, hepatitis, botulism, and snake bite. Unexpected mass immunizations are not covered.

f. Payment in Lieu of Service Benefits

If, in the professional judgment of the Physician, a Member requires Medical Services covered by this Agreement which require skills not available within the PCO and the Physician determines that it would be in the best interests of the Member to obtain care from another source, then, upon referral by the Physician, Contractor shall make payment for prescribed services within the coverage of this Agreement. No payment is required, however, to the extent that the services are paid for or provided without charge by any public or publicly supported agency or institution other than OMAP.

g. Emergency Services Received from Providers not Contracting with Contractor

- (1) Emergency Services. This Section defines and limits Contractor's obligation to pay for Emergency Services that a Member receives from a provider not contracting with Contractor. This obligation includes payment for all services contracted for under Section 11 SERVICES AND BENEFITS. The amount otherwise payable is reduced by all amounts paid or payable, or which in the absence of this Agreement would be payable, for the Emergency Services in question, under any group insurance policy or contract, or any other governmental program except Medicaid.
- (2) Within the Service Area. Subject to the foregoing limitations, Contractor shall pay reasonable charges for Emergency Services received within the Service Area from providers not contracting with Contractor if receipt of the Emergency Services from Contractor would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060. Contractor shall comply with and implement OMAP's decision, subject to any further rights to appeal.
- (3) Outside the Service Area. Subject to the foregoing limitations, if a Member is injured or becomes ill while outside the Service Area, Contractor will pay reasonable charges for Emergency Services received outside the Service Area. Covered benefits include Emergency Services for unexpected premature delivery but not for normal delivery unless OMAP determines that the Member was outside the Service Area because of circumstances beyond the Member's control. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060. Contractor shall comply with and implement OMAP's decision, subject to any further rights to appeal.
- (4) Continuing or Follow-up Treatment. Except as specified below, continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported into the Service Area.

- (5) Notification and Claims. Contractor has no obligation to pay for Emergency Services under this Agreement unless the provider of service submits a bill to Contractor within 12 months of the date service was provided.
- (6) Releases and Assignments. Each Member who receives Emergency Services shall complete and submit to Contractor such consents, releases, assignments and other documents as Contractor may reasonably request.
- (7) Right of Recovery. Any overpayment hereunder may be recovered by Contractor from any person to whom the payment was made, or from any insurance company or organization which is obligated to pay for the Emergency Services.

h. Out Of State Non-Emergency Services

Contractor shall obtain OMAP prior approval of non-emergency services for which Contractor is not at risk, when these services are to be provided to a Member by an out of state provider.

i. Choice of Health Professional

To the extent possible and appropriate, each Member shall be allowed to choose a Primary Care Practitioner based on his or her selection. Each Member shall be allowed up to two transfers (i.e., three practitioners) of Primary Care Practitioners within a one-year time period.

12. EXCLUSIONS AND LIMITATIONS:

a. Exclusions

The following services and supplies are not within the prepaid coverage of this Agreement:

- (1) Employer or Governmental Responsibility: Services for any illness, injury, or condition for which, or as a result of which, a payment or other benefit, including amounts received in settlement of claims therefore, are provided or are required to be provided to a Member either: pursuant to any federal, state, county or municipal workers' compensation or employer's liability law or other legislation of similar purpose or import; or with the exception of Medicaid benefits, from any federal, state, county, municipal or other governmental agency.



If there is reasonable doubt whether such payment or benefit is available or required to be provided to a Member and if that Member diligently seeks to establish his or her right to such payment or benefit, then services which would otherwise be provided to that Member under this Agreement shall be provided. This Contract shall not preclude Contractor or its nominee from seeking reimbursement for the value of such services, priced at Contractor's Non-Member Rates, from any person, organization or agency providing such payment or benefit or from whom such payment or benefit is due or from that Member to the extent that monetary payment or benefit is provided or payable or would have been received if that Member had diligently sought to establish his or her rights to such payment or benefit.

- (2) Certain Reconstructive Surgery: Reconstructive surgery or treatment, including complications resulting thereof, except for repair of accidental injury occurring while the Member is enrolled.
- (3) Certain Physical Examinations: Physical examination required for school, athletics or for obtaining or continuing employment, insurance or governmental licensing.
- (4) Experimental Procedures and Procedures Not Generally Accepted by the Health Care Professional's Peer Group: Any procedure, test, therapy or surgery which is experimental, investigational or not generally accepted by the health care professional's peer group.
- (5) Acupuncture: All acupuncture procedures.
- (6) Reversal of Voluntary Infertility: Services to reverse voluntary, surgically induced infertility.
- (7) Corrective Appliances and Artificial Aids: Artificial aids and corrective appliances, such as braces, prosthetic devices and hearing aids, except that Contractor shall provide the services necessary to determine the need therefor and attempt to make arrangements whereby they may be obtained.
- (8) Alcoholism, Drug Abuse and Addiction: Acute drug and alcohol detoxification and counseling services for alcoholism, drug abuse and addiction.
- (9) Psychiatric or Psychological Conditions: Mental health counseling and related somatic services for mental illness or disorder, or drug induced mental condition.

- (10) Procedures, Services and Supplies Related to Sex Transformation: All procedures, services and supplies related to sex transformations.
- (11) Inpatient Hospital Services: Inpatient hospital services other than covered physician services provided in the inpatient hospital setting.
- (12) Outpatient Hospital Services: Outpatient hospital services other than covered physician services and the services specified in Section 11 SERVICES AND BENEFITS subparagraph b. of this Agreement which are provided in the outpatient hospital setting.
- (13) Family Planning: Family planning, including infertility services, artificial insemination, in vitro fertilization, services related to sexual dysfunction or inadequacy, and birth control devices and pills.
- (14) Home Health and Homemaker Visits.
- (15) Long Term Care Services.
- (16) Durable Equipment: Durable medical equipment, such as, but not limited to, oxygen tents, hospital beds, and wheelchairs.
- (17) Private Duty Nurses.
- (18) Hemodialysis and Renal Dialysis.
- (19) Medical Transportation Services.
- (20) Hearing Services: Services billed by an audiologist or hearing aid dealer, certain hearing tests under CPT codes 92551-92596. (Contractor is responsible for hearing services provided by an audiologist when a physician or clinic is the biller).
- (21) Speech Therapy.
- (22) Vision Correction Services.
- (23) Naturopathic Services.
- (24) Inhalation and Occupational Therapy
- (25) Cosmetic Surgery: Cosmetic surgery or treatment.
- (26) Elective C-Sections: Elective Cesarean section deliveries.

- (27) Obesity or Weight Control: Treatment, including surgery, for obesity or weight control.
- (28) Homeopathic and Faith Healer Services.
- (29) Radial Keratotomy Surgery and Services.
- (30) Medical and Hospital Expenses for Organ and Bone Marrow Transplants except for corneal transplants.
- (31) Non-Emergency Services not Performed or Authorized by the Member's Primary Care Physician.
- (32) Nonspontaneous Abortions.
- (33) Sterilizations.
- (34) Services or Supplies not Covered by this Agreement.
- (35) Physical therapy services: services billed by a physical therapist or hospital. (Contractor is responsible for services provided when a physician or clinic is the biller).
- (36) Maxillary and mandibular osteotomies and temporomandibular problem services.
- (37) Treatment of fracture to the mandible or maxillae.
- (38) Orthodontia.
- (39) Chiropractic Services
- (40) Adult Dental Services

b. Limitations

The rights of Members and obligations of Contractor are subject to the following limitations:

- (1) Major Disaster or Epidemic. If a major disaster or epidemic occurs, Physicians shall render Medical Services (and arrange home health services) insofar as practicable, according to their best judgment, within the limitation of available facilities and personnel, but neither Contractor, nor any Physician has any liability or obligation for delay or failure to provide (or arrange) any such services to the extent the disaster or epidemic causes unavailability of facilities or personnel.
- (2) Unusual Circumstances. If, due to unusual circumstances such as complete or partial destruction of facilities, war, riot, civil insurrection, disability of a significant part of personnel, or similar causes, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, Contractor will use its best efforts to provide services or other benefits covered hereunder, but shall not have any other liability or obligations under this Contract on account of such delay or such failure to provide services or other benefits.
- (3) Refusal to Follow Treatment Plan. For personal reasons certain Members may refuse to accept procedures or treatment recommended by his or her Primary Care Practitioner. The Primary Care Practitioner may regard such refusal as incompatible with the continuance of a satisfactory practitioner-patient relationship and as obstructing the provision of proper medical care. Consistent with the Primary Care Practitioner's professional judgment regarding proper medical practice, the Primary Care Practitioner shall use reasonable efforts to render all necessary and appropriate Medical Services in a manner compatible with Member's wishes. If a Member refuses to follow a recommended treatment or procedure and the Primary Care Practitioner believes that no alternative professionally acceptable to the Primary Care Practitioner exists, the Primary Care Practitioner will so advise the Member. If the Member still refuses to follow the recommended treatment or procedure, another Primary Care Practitioner shall be assigned to the Member. After the Member has been reassigned 2 times without resolution of the matter, Contractor may request OMAP to disenroll that Member. The effective date of disenrollment shall be in accordance with Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE AND ELIGIBILITY subparagraph c.(3)(a).

13. **TERMINATION OF AGREEMENT:**

a. Conditions of Termination

This Agreement may be terminated under any of the following conditions:

- (1) Termination by a Party. Either party may terminate this Agreement by giving 30 days written notice to the other party. If either party so terminates this Agreement, the following provisions, subject to the orderly and reasonable transfer of Member care in progress, apply:
  - (a) Whenever Contractor initiates termination, OMAP has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Upon demand, Contractor will promptly provide such disclosure to OMAP.
  - (b) Financial loss under this Agreement, to whatever extent, is not an allowable basis for termination by Contractor. Contractor is barred from initiating termination whenever financial loss is the main motivating factor in the decision to terminate.
- (2) Nonpayment. Subject to the need for orderly and reasonable transfer of Member care in progress, if OMAP fails to make any monthly payment before the expiration of the 10-day grace period provided for in Section 10 RATES AND FEES subparagraph a., Contractor may terminate this Agreement effective immediately. If this situation arises, Contractor and OMAP agree to cooperate in the provision of orderly and reasonable transfer of Member care in progress.
- (3) Termination for Default of Contractor. If Contractor breaches this Agreement in any material respect, OMAP, upon delivery of written notice of default which specifies the material breach with reasonable particularity, may terminate this Agreement at such prospective date as OMAP may elect. Termination under this provision cannot occur before Contractor has had a reasonable period, not to exceed 30 days after delivery of the notice, to cure the default.
- (4) Termination for Lack of Funds. In the event funding from local, state, federal, or other sources is withdrawn, reduced, or limited in any substantial way after the effective date of this Agreement and prior to normal completion, OMAP may terminate this Agreement without penalty and subject to renegotiation under those new funding limitations and conditions. In the event of such a funding reduction, OMAP will make all reasonable efforts to maintain the agreed upon Capitation Fee rates for the remaining contract period.
- (5) Health Jeopardy. If OMAP determines that the health or welfare of Members is in jeopardy should this Agreement continue, OMAP may terminate this Agreement immediately upon giving written notice to Contractor.

(6) Termination Upon Implementation of The Oregon Basic Health Services Act (Senate Bill 27 enacted as Chapter 836, Oregon Laws 1989)

In the event that the provisions of The Oregon Basic Health Services Act (Senate Bill 27 enacted as Chapter 836, Oregon Laws 1989) for the provision of coverage of eligible persons are implemented, this Contract shall terminate as of the effective date of such implementation.

(7) In all terminations except for termination due to health jeopardy the following provision applies:

- (a) Obstetrical Benefits: For any Member under obstetrical care at the effective date of termination, Contractor may either, at its election: (1) directly provide obstetrical and newborn care only, through confinement and discharge, or (2) arrange, at no cost to OMAP or recipients, for the provision of obstetrical prenatal and newborn care only, through confinement and discharge.
- (b) If Contractor continues to provide service to a former Member after the date of termination, OMAP shall pay Contractor on a Fee For Service basis if the former Member is an OMAP recipient and not covered under any other OMAP prepaid plan, subject to OMAP rules. If Contractor chooses to provide services to a Member who is no longer an OMAP recipient, OMAP shall have no responsibility to pay for such services.

b. Settlement Process

Except as stated elsewhere, all terminations shall include a final accounting of Capitation Fees received and Members enrolled and shall be accomplished as follows:

- (1) Mid-month Termination. For a termination of this Agreement which occurs during mid-month, the Capitation Fees for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Fees for the period of time prior to the date of termination and OMAP shall be entitled to a refund for the balance of the month.
- (2) Responsibility for Claims. Contractor is responsible for any and all claims from other contractors or other providers, including Emergency Service providers, for services provided prior to the termination date, for which Contractor is liable under the terms of this Agreement. Contractor shall pay these claims promptly upon notice. Contractor shall reimburse OMAP for any portion of those claims due OMAP under the terms of this Agreement.

c. Effect of Termination

In the event that OMAP or Contractor terminates this Agreement, all rights to services and benefits, except as specified under subparagraph a.(1)(a) of this section, and all obligations for payment under this Contract shall cease as of the effective date of termination. Contractor shall, however, cooperate with OMAP in providing for orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized.

14. MISCELLANEOUS PROVISIONS:

a. Agreement Binding on Members

By this Agreement, OMAP makes Contractor's coverage available to persons who are eligible. However, this agreement is subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Contractor and OMAP without the consent or concurrence of Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members, including Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, and the heirs, successors and legal and personal representatives of all such Members, are subject to all terms, conditions and provisions hereof.

b. Applications, Statements, and Questionnaires

Members or applicants for membership shall complete and submit to Contractor such applications, or other forms or statements as Contractor may reasonably request. Upon request, OMAP shall supply to Contractor a complete current listing of Member mailing addresses.

c. Identification Cards

If given the prior approval of OMAP, Contractor may issue identification cards. Such identification cards are for identification only. Possession of a Contractor identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member and be entitled to a valid OMAP Medical Care Identification Card.

d. Rights to Examine Records

Subject to the provisions of subparagraph k. of this section, the records of OMAP pertinent to issues of eligibility and monthly payments arising under this Agreement shall be available for examination by Contractor at reasonable times.

e. Administration of Agreement

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. OMAP may adopt reasonable policies, procedures, rules and interpretation to promote orderly and efficient administration of the Agreement. If Contractor believes that any provision is in conflict with federal or state statutes or regulations, Contractor shall notify OMAP immediately.

f. Right of Provider Appeal

Contractor's mechanism for appealing OMAP action under this Agreement is the Provider Appeal process as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060.

g. Notices

Any notice under this Agreement shall be deemed given the earlier of either the time of delivery or 2 days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:

Multnomah County Department of Human Resources  
P.O. Box 40046  
Portland, Or 97240

If to a Member:

To the latest address provided for the Member on an address list, enrollment or change of address form actually delivered to Contractor.

If to OMAP:

OMAP Director  
Administration Unit  
500 N.E. Summer St.  
Salem, Oregon 97310-1014



h. Nondiscrimination in Employment

- (1) Discrimination Prohibited. Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, or the presence of any sensory, mental or physical handicap. Contractor shall take affirmative action required by law to ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, color, religion, sex, or national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and programs for training, including apprenticeships.
- (2) Noncompliance with Nondiscrimination Plan. In the event Contractor fails or refuses to fully comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulation, (41 CFR Part 60) to the extent applicable to Contractor, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with OMAP. Contractor shall, however, be given reasonable time, in accordance with the provisions of Section 13 TERMINATION OF AGREEMENT subparagraph a.(3), in which to cure an issue of noncompliance. Alleged incidents of noncompliance shall be resolved pursuant to the Provider Appeal process.

i. Nondiscrimination in Client Service

- (1) Discrimination Prohibited. Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services:
  - (a) Deny any individual any services or other benefits provided under this Agreement.
  - (b) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner, from those provided to others under this Agreement.
  - (c) Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any services(s) or other benefits provided under this Agreement.

- (d) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise nor afford him or her an opportunity to do so which is different from that afforded others under this Agreement. Contractor, in determining (a) the types or services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status or need for health services; or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age, or physical handicap, health status, or need for health services.

- (2) Complaints Alleging Discrimination. Contractor shall handle through its Grievance Process all complaints alleging discrimination against the intended beneficiaries of funds administered under this Agreement because of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services.

j. Assignment of Agreement or Claims

Contractor shall not assign this Agreement, except as specifically provided for herein, nor any claims arising therefrom without prior written approval of OMAP and subject to such conditions and provisions as OMAP may deem necessary. No such approval by OMAP of any assignment or claims shall be deemed in any manner to impose any obligation on OMAP in addition to the total agreed upon consideration.

k. Safeguarding of Member Information

Subject to the requirements of 42 CFR Part 431, Subpart F, the use of or disclosure by any party of any patient identifying information concerning a Member for any purpose not directly connected with the administration of OMAP's or Contractor's responsibilities with respect to services provided under this Agreement or under Title XIX of the Social Security Act, is prohibited except on written consent of the recipient or client, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian.

l. Right of Access and Inspection

At all reasonable times, Contractor and its subcontractors shall provide OMAP, personnel duly authorized by OMAP, and all duly authorized federal representatives the right of access to its facilities and to its financial and medical records in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement. Record inspection shall be restricted to those medical records pertaining to Medical Services provided to Members as well as to those records pertinent to determining costs payable under this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions.

Pursuant to 45 CFR Part 74, such records shall be retained by Contractor or its subcontractor for a least 3 years after final payment is made under this Agreement or any subcontract and all pending matters are closed. Additionally, if an audit, litigation, or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3-year period, whichever is later.

m. Savings

Two types of savings can be realized under this Agreement:

- (1) Savings Related to the Capitation Fee. The first type of savings is related to the Capitation Fee. For this savings, if the sum of the Allowable Costs and all other expenses incurred by Contractor are less than the sum of the Capitation Fees, the difference will be retained by Contractor.
- (2) Savings Related to Reduction in Utilization. The second source of savings is from a reduction of utilization in the hospital inpatient, hospital outpatient and drug areas. To be eligible to receive such savings Contractor must complete the term of this Agreement. The savings from this second source will be calculated as follows:
  - (a) The calculation of savings, for the period April 1, 1993 through the earlier of September 30, 1993 or the termination of this Contract, will include the following steps -
    - (A) Calculate total administrative costs chargeable to the period on a per enrollee-month basis.

- (B) Obtain Contractor-specific costs for the period by type of service (i.e., inpatient discharges, outpatient visits and drug items). Adjust costs for completion factors. State on a per enrollee-month basis. Add per enrollee-month costs for all types of service and administrative costs (A).
  - (C) Obtain non-enrollee costs for period by type of service and adjust for completion factors. State on a per eligible-month basis and adjust by county-weighting factors to arrive at estimated costs in Contractor's area. Add costs for all types of services.
  - (D) Subtract Contractor cost per enrollee month (B) from estimated non-enrollee cost (C). Divide by two to determine Contractor's share of savings. A net positive figure will result in the distribution of savings to Contractor. Contractor is responsible for administrative costs (A) even if there is no savings.
  - (E) Multiply the lesser of Contractor's share of savings (D) or \$4.25 maximum by enrollee-months to determine amount of savings payment.
- (b) The costs of pregnant women and neonates will be excluded from all calculations.
  - (c) OMAP shall make payment to Contractor no later than March 31, 1994.
  - (d) OMAP shall furnish Contractor the following information on a monthly basis:
    - (A) The number of persons enrolled.
    - (B) Inpatient discharges and expenditures.
    - (C) Outpatient visits (excluding lab and X-ray only) and expenditures.
    - (D) Drug items and expenditures.

This is the information which will be used as a basis for determining any savings.

n. Risk Assumption

Contractor assumes full Risk for providing the health services required under this Agreement. Contractor may obtain reinsurance; however, Contractor must retain, after reinsuring, at least 80% of the underwriting risk.

o. Membership Grievance Procedure

- (1) Filing a Complaint. An oral or written complaint may be made to any employee of Contractor.

If the Member wishes to file a written complaint, Contractor will provide to the Member a copy of the grievance form, attached and hereby incorporated into this Agreement as Exhibit A.

- (2) Action on Complaint. Contractor staff, with delegated authority to resolve complaints, must determine the action required to resolve the complaint, including transmitting complaints requiring action by other persons in the PCO to such persons. Contractor shall respond to the Member in writing for a written complaint and orally or in writing, at Contractor discretion, for an oral complaint, within 5 working days after receiving the complaint. The response shall contain the resolution of the complaint, the basis for the resolution, notification that a Member who is not satisfied with the result may seek a review of the resolution of the complaint by submitting, within 30 days, a written request for appeal along with any additional information to Contractor, and notification that a Member who feels his or her medical problem cannot wait for the normal Contractor review process may request, through Contractor, that OMAP consider providing an expedited Fair Hearing.

- (3) Review Procedure. A request for a review must be filed in writing with Contractor within 30 days after receipt of notice of the resolution of the original complaint.

If the request for review is made by the Member within the time limit, Contractor must review the complaint, initial resolution, and any additional information submitted by the Member. Within 30 days of the date of filing, Contractor shall notify Member of Contractor's final resolution of the matter and that a Member who is not satisfied with the result may request a Fair Hearing from OMAP.

To assure that problems in the operation of the PCO are brought to the attention of the PCO's management, and that the grievance procedure is operating efficiently, quarterly reports of the grievances received and acted upon by the PCO are to be made to OMAP.

- (4) Fair Hearing. Should a Member not be satisfied with Contractor's final resolution of a complaint, that Member may request a Fair Hearing from OMAP.

Should a Member feel his or her medical problem cannot wait for the normal contractor review process, including Contractor's final resolution, that Member may request Contractor submit documentation to OMAP's Medical Director within, as nearly as possible, 2 working days for decision as to the necessity of an expedited Fair Hearing. OMAP's Medical Director shall decide within, as nearly as possible, 2 working days, if that Member is entitled to an expedited Fair Hearing.

At a Fair Hearing, both Contractor and the Member shall be given the opportunity to appear. If requested to do so by OMAP or the Member, Contractor shall make all pertinent files and medical records available for use at such Fair Hearing. Contractor agrees to comply with and implement OMAP's Fair Hearing decision. Implementation of a Fair Hearing decision or request for such a hearing shall not be the basis for a request by Contractor for Disenrollment of that Member.

- (5) Copy Provided to Member. Contractor shall furnish each Member a copy of the grievance procedure and grievance form.

p. Fiscal Records, Controls, Reports and Monitoring Procedures

Contractor and its subcontractors shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Contractor and its subcontractors shall collect statistical data of a fiscal nature on a regular basis to the extent possible under its existing systems and procedures and make fiscal statistical reports at times prescribed by and on forms compatible with the data that Contractor and its subcontractors are able to provide.

Contractor shall submit utilization reports as requested by OMAP.

- (1) Audit. Contractor shall have an annual financial statement prepared at a compilation, review or audit level and prepared in accordance with generally accepted accounting principles. Combined financial statements shall be prepared in order to demonstrate the financial position of the overall related health care delivery system when delivery of health care or other services is dependent upon affiliates. Financial statements shall be presented in a form that clearly shows the financial position of Contractor separately from any subcontractors and from the combined totals. Interentity transactions and profits shall be eliminated when combined statements are prepared. OMAP and Contractor agree that Contractor's normal audited statement prepared by independent auditor or accounting firm shall satisfy this requirement.
- (2) Certified Financial Statements. Contractor shall have separate financial statements prepared on a yearly basis if an independent accountant or OMAP determines that preparation of combined statements is inappropriate.
  - (a) The independent accountant shall state in writing his or her reasons for not preparing combined financial statements.
  - (b) Contractor shall provide supplemental schedules which clearly reflect all interentity transactions and eliminations necessary to enable OMAP to analyze the overall financial status of the entire health care delivery system.
  - (c) Inspection of Working Papers. Upon OMAP's written request, Contractor shall require the independent accountant to allow representatives of OMAP to inspect working papers related to the preparation of the statement.
  - (d) Disclosure. To the extent allowed by Oregon Public Records Laws, all information and statements described in this subparagraph p. obtained by OMAP shall be kept confidential and not be disclosed or divulged in any manner to any other person, entity or authority without Contractor's prior written consent, or unless such disclosure or divulgence is directly connected with the administration of OMAP's responsibilities under this Agreement and Title XIX of the Social Security Act.

q. Subcontracts

Contractor shall not enter into any Subcontract for performance of any of the work contemplated under this Agreement without obtaining OMAP's prior written approval. In determining whether to give such approval, OMAP will consider both the form and content of the proposed Subcontract. Subcontracts must meet the requirements of 42 CFR 434.6(a)(10), (b) and (c) and:

- (1) Be in writing and incorporate the applicable requirements of this Agreement.
- (2) Contain a provision or provisions requiring subcontractor compliance with subparagraphs i., k., l., and p. of Section 14 MISCELLANEOUS PROVISIONS.
- (3) Specify the functions to be subcontracted which must be appropriate to the service or activity covered under this Agreement.
- (4) In no way terminate or limit the legal responsibility of Contractor to assure that all activities under this Agreement are properly carried out.
- (5) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP or any Member for covered services provided during the period for which Capitation Payments were made by OMAP, even if Contractor becomes insolvent.
- (6) Contain a provision that the subcontractor shall carry liability coverage, in the amount specified in Section 9 RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT subparagraph b.(1) in order to indemnify OMAP as its interests shall be legally determined.
- (7) All contracts awarded in excess of \$10,000 by Contractor shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR Part 60.
- (8) All contracts awarded in excess of \$100,000 by Contractor shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under Nonexempt Federal contract, grants or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to OMAP, the Department of Health and Human Services and to the U.S.E.P. Assistant Administrator for Enforcement (EN-329).



r. Subcontracts with Public Entities

Unless OMAP waives this requirement in writing upon a showing that agreement(s) are not feasible, Contractor shall enter into agreement(s) with publicly funded agencies for those agencies to provide services to its members in the following categories:

- (a) Immunizations;
- (b) Sexually transmitted diseases; and
- (c) other communicable diseases

Agreements negotiated between contractors and publicly funded providers shall be subject to OMAP approval.

s. Member's Handbook

- (1) Branch Distribution. Contractor shall provide to all AFS branch offices within the Service Area sufficient copies of Member's handbooks for distribution to Eligible Recipients who enroll in Contractor's PCO. At a minimum such handbooks shall contain the following information:
  - (a) Location(s) and office hours of the PCO.
  - (b) Telephone number to call for more information.
  - (c) A complete list of primary care case managers.
  - (d) How a Member selects a Primary Care Physician and the process for changing Physicians once the selection has been made.
  - (e) How to make appointments for medical care.
  - (f) What to do in an emergency: Both what to do in the plan's Service Area and what to do in the event the Member is out-of-area.
  - (g) Explanation that the Primary Care Physician monitors and coordinates all Medical Service, including referrals to other providers.
  - (h) A description of the benefits available through the PCO. This description should cover all benefits that, from the Member's point of view, are offered or coordinated through the PCO; the focus is on the benefits covered by Medicaid, not only those for which the PCO receives a Capitation Fee. Include here any additional benefits provided by the PCO.
  - (i) An explanation of how Members should deal with changes such as a new address, or moving out of the Service Area.
  - (j) An explanation of the grievance procedure. This explanation shall make use of OMAP's Model Grievance Procedure, attached and hereby incorporated into this Agreement as Exhibit B.

- (2) Prior Approval. The Member's handbook and any revisions must be submitted to OMAP for its review and receive the approval of OMAP prior to any use or distribution.

t. Promotional Materials

Contractor will provide to OMAP, for approval prior to use, the form and content of all public information releases pertaining to this Agreement.

u. Rate Assurance

Contractor assures OMAP that the rates for the provision of services under this Agreement do not exceed fees charged by the Contractor to the general public.

v. Payment to Others

Contractor shall make prompt payment for all in-area or out-of-area services which are required by the Agreement and rendered by providers with which Contractor does not have arrangements.

w. Marketing

- (1) OMAP shall ensure that all AFS staff responsible for enrolling and disenrolling Eligible Recipients have received instruction on acceptable marketing practice.
- (2) Contractor shall obtain prior written approval from OMAP for all marketing activities.
- (3) All written material must comply with the standards set forth in the Standards to Provide Service, attached and hereby incorporated into this Agreement as Exhibit C.
- (4) Contractor's marketing activities shall consist of notices in AFS offices within the Service Area and any other activity agreed to by the parties.

x. Third Party Resource Recovery

Types of third party resources include, but are not limited to any medical benefits or reimbursement specifically for medical services paid or payable by any of the following:

(1) Third Party Resources

- (a) Private Hospital and Medical Insurance, including any Prepaid HMOs.
- (b) Disability Compensation Insurance.
- (c) Workers' Compensation (Industrial Accident).
- (d) CHAMPUS (Civilian Health and Medical Programs of the Uniform Services).
- (e) Veterans Administration Benefits.
- (f) Railroad Retirement.
- (g) Estates or Probate of Deceased Medical Assistance Recipients or Responsible Persons.
- (h) Medical coverage or insurance through Absent Parents (Child Support Enforcement IV-D Program).
- (i) Liable Individuals.
- (j) School Injury Insurance.

(2) Contractor Responsibility

Contractor shall be responsible for notifying OMAP that a Member has secured third party coverage or that a third party may be liable for the cost of care rendered to a Member, if and when known by Contractor. This notification shall include the name and address of such third party. Contractor shall take necessary action to effect third party collections wherever it is determined that a third party is liable for paying all or part of the medical cost of an injury, disease, disability or other condition of a Member. OMAP will cooperate with Contractor, upon Contractor's request, in securing Member's cooperation in third party recovery.

(3) Identification of Third Party Collections

Contractor shall be responsible for maintaining records in such a manner so as to assure that all monies collected from Third Party Resources may be identified on behalf of Members. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement. Contractor hereby certifies that all third party collections which are attributable to expenses paid by Contractor, will be identified and fully used as a source of revenue for rate setting purposes.

(4) Workers' Compensation (Industrial Insurance)

Notwithstanding the fact that Contractor excludes work-related injuries from coverage under this Agreement, all monies collected from injuries suffered by Members who are covered by Worker's Compensation insurance shall be identified as Third Party Resources in that the cost of providing coverage for these services as well as the revenues generated are a consideration in rate setting.

(5) Subrogation Rights of Third Party Liability

"Injured person" under this subparagraph means the Member covered by this Agreement who sustains bodily injury. Contractor's "medical expense" means the expense incurred by Contractor for the care or treatment of the injury sustained computed at Non-Member Rates.

If a Member obtains or requires Medical Services under this Agreement as a result of an alleged act or omission by a third party giving rise to a claim of legal liability against the third party, Contractor shall have the right to seek recovery of its cost of providing benefits to the injured person from the third party to the extent permitted by law.

The injured person, or the injured person's representative must cooperate with Contractor to the extent required by Federal and State laws in effecting collection from persons causing the injury.

y. Miscellaneous Federal Requirements

- (1) Contractor shall comply with the applicable provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857) (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).
- (2) Performance under this Agreement by Contractor shall be in accordance with any applicable provisions of 42 CFR Subchapter C and 45 CFR Part 74.
- (3) Contractor shall comply with any applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

z. Hysterectomies

Hysterectomies will be approved only for medical reasons unrelated to sterilization. The Member and her legal representative, if any, must be informed orally and in writing that the hysterectomy will render her permanently incapable of reproducing. Form AFS 741 shall be used for this purpose. However, use of this form is not required if: (a) the Member is already sterile prior to the procedure; or (b) if the procedure was performed under a life-threatening emergent condition.

Hysterectomies performed under condition (a) require certification in writing by the physician that the Member was already sterile as well as the cause of the sterility. Hysterectomies performed under condition (b) require certification in writing by the physician describing the nature of the life-threatening emergency circumstances and the fact that prior acknowledgment was not possible.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving hysterectomies unless OMAP, through its Contractor, obtains the above documentation showing that the requirements were met. Such documentation shall be maintained in Member's medical records.

Any hysterectomy performed which does not meet the federal requirements shall be factored out of the Capitation Fee rate.

aa. Quality Assurance System

Contractor shall provide for an internal quality assurance system that:

- (1) Collects and maintains medical record information on all Members.
- (2) Monitors for consistency with the utilization control requirements set forth in 42 CFR 456.
- (3) Provides for reviewing, by appropriate health professionals, those procedures followed in providing health services.
- (4) Provides for a systematic data collection of performance and patient results.
- (5) Provides for interpretation of data to the practitioners.
- (6) Provides for making needed changes.

ab. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ac. Successors in Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their representatives, successors and assigns.

ad. Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

ae. Risk Limitation

Contractor may, upon written request or at the time of execution of this Agreement, obtain a risk limitation on Members. The following conditions apply to this option:

- (1) If Contractor requests a risk limitation, it shall apply to all Members and will result in a reduction of the Capitation Fee rate.
- (2) Costs which Contractor incurs for services provided to Members prior to OMAP's receipt of Contractor's written request for a risk limitation shall not be counted towards the risk limitation amount. Such costs are covered by the Capitation Fee and are Contractor's Responsibility.
- (3) For risk limitation purposes, costs shall be calculated on the basis of the OMAP Fee For Service schedule, and conditions and limitations stated in OMAP's administrative rules, policy and Medical Provider Guides which are in effect at the time of the provision of service.

- (4) Within 12 months of the date costs for a Member reach the risk limitation amount, Contractor shall submit documentation supporting such costs to OMAP. This documentation shall, at a minimum, contain the following information for each procedure performed or supply furnished to the Member: the date of service, CPT-4 procedure code, amount charged and amount paid in accordance with OMAP's pricing limits for the service or supply in question, type of service code corresponding to the procedure performed and the amount paid by Third Party Resources. Failure to submit the required documentation within this time frame shall excuse OMAP's obligation to pay Contractor, other than on a capitated basis, for services and supplies provided to the Member between the time the risk limitation amount is reached and 12 months prior to the time that Contractor submits the required documentation.

Claims received after risk limitation has been established: Claims for services provided in the portion of the enrollment year prior to the date risk limit is reached shall be received by OMAP within the greater of one year from the date of service or 120 days from the risk limit notification date. Failure to submit claims within this timeframe shall excuse OMAP's obligation to pay Contractor or other providers for those claims, other than on a capitated basis.

- (5) Risk limitation for individual Members operates on a 12 month cycle. For individual Members the first cycle starts at the time the Member initially enrolls in the PCO or at the time the OMAP receives Contractor's written request for a risk limitation, whichever is later. Failure of the Member to maintain continuous enrollment in the PCO does not affect the running of the 12 month cycle. Whenever costs in a cycle for an individual Member exceed the amount specified in Contractor's risk limitation request, Contractor is not responsible for that individual's care on a capitated basis for the remainder of that particular cycle.
- (6) Any member whose documented costs exceed the requested risk limitation amount shall be issued an unrestricted Medical Care Identification Card. Upon receipt of this card, the Member shall not be restricted to obtaining medical care through Contractor. At the end of the 12 month cycle, the Member shall be reenrolled in Contractor's PCO unless the Member is no longer an Eligible Recipient or the Assistance Unit is enrolled in another prepaid health plan.

- (7) For Members whose costs exceed the requested risk limitation amount, Contractor shall continue to provide care on a Fee For Service Basis at OMAP's pricing limits and in accordance with the conditions and limitations stated in OMAP's administrative rules, policy and Medical Provider Guides for Members who elect to continue to receive medical care from Contractor.

af. Incorporation

OMAP's model grievance form attached as Exhibit A, Model Grievance Procedure attached as Exhibit B, and the Standards to Provide Service, attached as Exhibit C are hereby incorporated into and made a part of this Agreement.

ag. OMAP Authority

The authority of OMAP to enter into this Agreement is pursuant to 42 CFR 434 and ORS 414.610 to 414.650.

ah. Worker's Compensation Coverage

The Contractor hereby declares that the services rendered under this Contract are those of an independent contractor. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all of their employees.

ai. Funds Available and Authorized

OMAP certifies at the time the Contract is written that sufficient funds are available and authorized for expenditure to finance costs of this Contract within OMAP's current appropriation or limitation, provided, however, that continuation of this Contract or any extension, after the end of the biennium which ends June 30, 1993, is contingent upon a new appropriation for the succeeding biennium for the purpose of this Contract.

aj. Dual Payment

Except as specifically permitted by this Contract, Contractor shall not be compensated for work performed under this Contract from any other department of the State of Oregon, nor from any other source including the Federal Government. Any funds received through activities arising under this Contract shall immediately be reported to OMAP.



ak. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

By execution of this contract, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

al. Cooperation with Utilization, Quality, or Access Review

For the purpose of utilization, quality, or access review by OMAP, or its designated review organization Contractor shall, in a timely manner and without charge:

- (1) Provide complete requested medical charts for review;
- (2) Provide a suitable work area for reviewers;
- (3) Provide copying capabilities for reviewers;
- (4) Respond to Professional Review Organization (PRO) letters, related to medical chart review of OMAP's clients;
- (5) Respond to review organization's Corrective Action Plan process.

am. Truth in Lobbying Act

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the State of Oregon Office of Medical Assistance Programs, for any damages suffered by OMAP as a result of the undersigned's failure to comply with the terms of this certification.
- an. Clinical Laboratory Improvement Amendments.
- All laboratory testing sites providing services under this contract have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- ao. Compliance with State Public Law Requirements
- A. Contractors shall comply with all state laws applicable to the work under this contract, including ORS 279.312, 279.314, 279.316, 279.320, and 279.555, see below, which Contractor agrees shall apply to and govern the performance of this contract.
    - (1) 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:
      - (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

- (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (2) 279.314 Condition concerning payment of claims by public officers.
  - (a) Every public contract shall also contain a clause or condition that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
  - (b) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- (3) 279.316 Condition concerning hours of labor.
  - (a) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (b) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C sections 201 to 209 from receiving overtime.
- (4) 279.320 Condition concerning payment for medical care and providing workers compensation.
  - (a) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
  - (b) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.
- (5) As required by ORS 279.555 in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.

B. Contractor shall include the provisions of this section in all Subcontract.

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

15. MERGER:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND APPROVED AS OUTLINED IN SECTION 5. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

16. CONTRACTOR INFORMATION

NAME: MULTNOMAH COUNTY DEPARTMENT OF HUMAN RESOURCES  
ADDRESS: P.O. BOX 40046  
CITY, STATE, ZIP: PORTLAND, OR 97240  
FEDERAL TAX I.D. #:  
STATE TAX I.D. #:

17. SIGNATURES:

CONTRACTOR

STATE OF OREGON  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
203 Public Service Building Salem, Oregon 97310

By [Signature] for  
Authorized Representative  
Gladys McCoy, County Chair  
Date 4/1/93

By \_\_\_\_\_  
Authorized Representative

Reviewed by OMAP Contracts Manager:

[Signature]

Reviewed by OMAP Asst. Director:

\_\_\_\_\_

Approved as to Legal Sufficiency:

[Signature] 3/12/93  
Assistant Attorney General

Executive Department  
REVIEWED:  
LAURECNE KRESSEL, County Counsel  
for Multnomah County, Oregon  
By: [Signature]  
Date: 3-18-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 4-1-93  
[Signature]  
BOARD CLERK

Signature Copy  
Multicare PCO  
April 1, 1993

## EXHIBIT A

### MEMBER GRIEVANCE FORM

Please complete this form if you want to file a written complaint or grievance. Explain what happened, who was involved, and what you think should be done about it.

Date:

Health Plan:

Member Name:

Member Number:

Member Telephone Number:

Describe what happened (use back of form if you need more space):

What would you like done about it?

## EXHIBIT B

### GRIEVANCE PROCESS

If you have a problem or a complaint, contact \_\_\_\_\_ at \_\_\_\_\_. You can either write or call us with your concern. Complaint forms are available at \_\_\_\_\_ and AFS branch offices if you want to use a form. \_\_\_\_\_ will look into all problems, both medical and non-medical, and get back to you within 5 working days. We will help you find an interpreter if you need one.

If your concern has not been taken care of to your satisfaction, you may ask for a second review, within 30 days. You may make this appeal by \_\_\_\_\_. Your problem will be reviewed and you will get a written decision within 30 days.

If you still do not like the decision, you can ask AFS for a fair hearing. Go to the branch office and ask for help in filling out the request for a fair hearing.

#### Urgent Medical Problems:

If you think your problem has not been taken care of and if you feel your medical problem cannot wait while we do a second review, you may ask us for a special fair hearing. We will contact the AFS Medical Director to see if your medical problem qualifies for a special fair hearing. A decision will be made as soon as possible.

Please note that all grievance proceedings are confidential.

## EXHIBIT C STANDARDS TO PROVIDE SERVICE

The following are standards for participation as a Contractor in the Managed Care Program as a Physician Care Organization (PCO) or Health Maintenance Organization (HMO).

Each standard constitutes a general statement of a major element of the Managed Care Program. Ten standards are listed.

Below each standard are individual measurements. Measurements represent specific procedures, policies, staff, services, or written materials that should be in place to satisfy each standard. There is some overlap of the measures among some standards. Each measure corresponds to a requirement in the provider contract.

Participation standards are based on a variety of sources including 42 CFR 434; 42 CFR 431.55; State and local Health Plans, and recognized national publications, such as the Selected Aspects of Planning For Primary Care in Medicine: A Definition and Ambulatory Health Care Standards.

### STANDARD #1: PROVISION OF HEALTH CARE SERVICES

THE CONTRACTOR HAS THE ABILITY TO DELIVER OR ARRANGE FOR ALL THE HEALTH CARE SERVICES THAT ARE MEDICALLY NECESSARY AND REIMBURSABLE UNDER THE CONTRACT.

#### Measurement

- 1.1            There shall be at least one participating full time equivalent primary care physician or an acceptable equivalent to a physician for every 1,200 Medicaid members, or fraction thereof. Plans may develop alternative plans for staffing which meet the needs of the population, and existing community standards for access. Alternative plans for meeting this standard must be justified in writing and approved by OMAP.

All Contractors must have a completed access plan which outlines processes for determining capacity, processes for monthly monitoring and processes for improving access and managing risk in times of tightened capacity;

- 1.2            There shall be enough participating physicians or acceptable equivalent practitioners considering all practitioners in the Contractor provider panel, to meet the needs of the enrolled population.
- 1.3            The Contractor shall have written procedures which enable each enrollee to choose a specific primary care practitioner or health care team that provides primary care to that patient and arranges, coordinates, and monitors all other medical care for that patient on a continual basis.



- 1.4 The Contractor shall make assurances that the provision of noncapitated professional and related health services by the Contractor or arranged through referral to another source will be subject to all OMAP Rules including Prior Authorization, except that inpatient hospital services are not subject to Prior Authorization.
- 1.5 Certified physicians assistants and nurse practitioners shall be considered acceptable primary care practitioners when:
  - a. They are certified and licensed in Oregon,
  - b. The physicians assistants and nurse practitioners are adequately supervised by physicians pursuant to standards established by the Board of Medical Examiners.

## STANDARD #2: EMERGENCY MEDICAL SERVICES

THE CONTRACTOR HAS POLICIES AND WRITTEN PROCEDURES FOR THE PROVISION OF EMERGENCY SERVICES ON A 24 HOUR, SEVEN DAY A WEEK BASIS.

### Measurement

- 2.1 To the extent that the Contractor is not capable of directly delivering emergency treatment, there must be arrangements for availability of appropriate emergency services for enrollees on a 24-hour, seven day a week basis (e.g., call sharing arrangements).
- 2.2 During normal hours of operation, the Contractor must have a health professional available to triage emergencies from patients under the following circumstances.
  - a. Walk-in patients must have initial evaluation immediately.
  - b. Phone calls to the provider site by enrollees must be assessed to determine appropriate action.
  - c. Phone calls from other providers requesting approval to treat enrollees must be assessed for appropriateness.
- 2.3 Contractor must maintain an after-hours call-in system adequate to triage emergency calls from enrollees.
- 2.4 Contractor must have written procedures for notifying a referral emergency room concerning an arriving patient's presenting problem, and whether or not the practitioner will meet the patient there.
- 2.5 Contractor shall have written procedures for processing emergency services claims. Ninety percent (90%) shall be processed within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

### STANDARD #3: CONTINUITY OF CARE

THE CONTRACTOR HAS POLICIES AND WRITTEN PROCEDURES WHICH ASSURE A SYSTEM FOR THE ARRANGEMENT, TRACKING AND DOCUMENTATION OF ALL REFERRALS TO OTHER PROVIDERS.

#### Measurement

- 3.1 Contractor must maintain a network of referral sources for all services that are stipulated in the contract and not provided on site and may establish contracts for referrals. Referral physicians need not be as accessible as primary care providers, but may be no less accessible to Contractor enrollees than to non-Contractor patients.
- 3.2 Contractor must maintain a standardized referral form which shall accompany the patient to the referral source.
- 3.3 A staff member shall be designated who will be responsible for the arrangement, coordination, and monitoring of the provider's referral system.
- 3.4 Written procedures shall be maintained to arrange for the return of relevant medical information from referral sources. Such procedures shall include:
  - a. Review of information by referring physician;
  - b. Entry of information into patient's medical record;
  - c. Arrangements for periodic reports from ongoing referral appointments; and
  - d. Procedures to monitor the return of information from referral sources.
- 3.5 When a patient is hospitalized, the following must occur:
  - a. Make a notation in the medical record noting the reason, date, and duration of hospitalization;
  - b. Make notations, upon discharge, of follow-up plans including appointments for physician visits;
  - c. Enter pertinent reports (including reports from consulting physicians) from the hospitalization in the medical record.
- 3.6 Written procedures shall be maintained to process all referrals made over the phone during and after hours of operation as a regular referral, i.e., referral form completed, information entered into medical record, information requested from referral source.

- 3.7 Provision shall be made to record emergency visits made without prior referral which the Contractor accepts as legitimate. Such visits shall be processed as regular referral, i.e., information entered into medical record, information requested from referral source.
- 3.8 Written procedures shall be maintained to orient and train patients, Contractor staff, and referral sources in the appropriate use of the Contractor's referral system.
- 3.9 Contractor shall maintain a filing system adequate to document all aspects of the referral system.
- 3.10 Contractor shall have written procedures for health professionals to respond to calls from other providers requesting approval to provide care to Contractor enrollees who have not been referred to them by the Contractor.
- 3.11 Contractor shall have written procedures for processing referral claims. Ninety percent (90%) shall be processed within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

#### STANDARD #4: MEDICAL RECORDKEEPING

THE CONTRACTOR MAINTAINS A MEDICAL RECORDKEEPING SYSTEM NECESSARY TO FULLY DISCLOSE AND DOCUMENT THE EXTENT OF SERVICES BOTH ARRANGED FOR AND PROVIDED TO ENROLLED RECIPIENTS.

##### Measurement

- 4.1 Contractors must maintain an integrated medical record for each enrollee which documents all types of care delivered during and after office hours.
- 4.2 The medical record must include data which forms the basis of the diagnostic impression or the patient's chief complaint sufficient to justify any further diagnostic procedures, treatments, recommendations for return visits, and referrals. The medical record also must include:
  - a. Patient's name, date of birth, sex, address, phone number;
  - b. Next of kin, sponsor, or responsible party;
  - c. Medical history.
- 4.3 Data required for each recipient encounter shall be entered into the medical record and include, as applicable:
  - a. Date of service;
  - b. Name and title of person performing the service;

- c. Pertinent findings on examination, diagnosis;
  - d. Medications administered or prescribed;
  - e. Referrals and results of referrals;
  - f. Description of treatment when applicable;
  - g. Recommendations for additional treatments or consultations;
  - h. Medical goods or supplies dispensed or prescribed (if any);
  - i. Tests performed and results;
  - j. Health education and medical social services provided;
  - k. Hospitalization order and discharge summaries for each hospitalization.
- 4.4 A medical recordkeeping system must be maintained that conforms with professional medical practice, permits internal medical audit, and facilitates an adequate system for follow-up treatment. These records shall be maintained for at least four years after the date of medical services for which claims are made or for such length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type, whichever time period is longer.
- 4.5 Contractors must maintain the confidentiality of medical record information and release such information only in accordance with federal regulation 42 CFR 431 Subpart F.
- 4.6 Contractors shall cooperate with OMAP representatives for the purposes of audits, inspection and examination of the medical records.

#### STANDARD #5: QUALITY ASSURANCE SYSTEM

THE CONTRACTOR MUST HAVE AN INTERNAL QUALITY ASSURANCE PROGRAM BASED ON WRITTEN POLICIES, STANDARDS, AND PROCEDURES WHICH ARE IN ACCORDANCE WITH ACCEPTED STANDARD MEDICAL PRACTICES AND WITH ACCEPTED PROFESSIONAL STANDARDS.

##### Measurement

- 5.1 Contractor shall have a quality assurance committee(s) composed of the medical director and other health professionals who are representative of the scope of the services delivered by the provider. Health professionals and consumers who are not regular staff members may be part of the committee(s).
- 5.2 The quality assurance committee(s) shall conduct meetings at least quarterly;
- 5.3 The quality assurance committee(s) shall include in its deliberations the following:

- a. Review of the Contractor's written procedures and protocols of patient care;
- b. Review of patient care as measured against the Contractor's written procedures and protocols of patient care. This review shall include a medical record review;
- c. Review of other aspects of the Contractor's performance including, but not limited to: adequacy of medical recordkeeping; referral procedures; medication reviews; the appointment system; the after-hours call-in system; arrangements for emergency services; out of plan utilization; and primary care practitioner/patient ratios;
- d. Review of persistent or significant grievances identified through the provider's grievance procedures;
- e. Review of quality assurance policies, standards, and procedures.

5.4 Contractor shall at each meeting of the committee:

- a. Make recommendations regarding corrective actions concerning problems identified through its review process; and
- b. Review results, progress, and effectiveness of corrective actions recommended at previous meetings.

5.5 Contractor shall adequately document the deliberations of each quality assurance committee meeting.

#### STANDARD #6: ACCESSIBILITY

THE CONTRACTOR SHALL MAKE SERVICES, INCLUDING REFERRALS TO OTHER PRACTITIONERS, ACCESSIBLE TO ENROLLED MEDICAID RECIPIENTS ON AT LEAST THE BASIS OF THE MEASURES BELOW. THE CONTRACTOR SHALL NOT DISCRIMINATE BETWEEN ENROLLEES AND INDIVIDUALS WHO ARE NOT ENROLLED IN THE CONTRACTOR WITH RESPECT TO ACCESSIBILITY.

##### Measurement

- 6.1 There must be phone coverage at all times either on site, or through an answering service. Note: A tape-recorded telephone message instructing patients to call a hospital emergency room will not suffice as compliance with this requirement.
- 6.2 All persons receiving calls must have sufficient communication skills to reassure patients and encourage them to wait for a return call in appropriate situations.
- 6.3 All calls requiring medical attention shall be forwarded to the on-call physician or designated nurse practitioner/physician's assistant. If a physician will not be responding to the phone call there must be a written protocol specifying when a physician must be consulted.

- 6.4 A response to each call must be provided within a reasonable length of time by a health practitioner.
- 6.5 Adequate physician backup system covering all specialties including Adult Medicine, OB/Gyn, and Pediatrics, must be an operative element of after-hours care.
- 6.6 There shall be written procedures for the triaging of calls in the primary language of each substantial population of non-English speaking enrollees. Substantial is defined 35 non-English speaking households which have the same language. A non-English speaking household is a household that does not have an adult member who is fluent in English.
- 6.7 Health practitioners responding to the call shall be responsible for entering relevant information into the enrollee's medical record.
- 6.8 During business hours, the Contractor shall provide access to qualified interpreters who can interpret in the primary language of each substantial population of non-English speaking enrollees. Such interpreters should be capable of communicating in English and the primary language of the enrollees and be able to translate medical information effectively.
- 6.9 Contractor must have all written information in the primary language of each substantial population of non-English speaking enrollees.
- 6.10 Contractor shall have written procedures for scheduling of patient appointments which are appropriate to the reasons for the visit, e.g., patients with non-emergency needs; patients with persistent symptoms; patient routine visits; new enrollee Initial Assessment.
- 6.11 Under normal circumstances, the Contractor shall not keep patients waiting over 45 minutes for scheduled appointments.
- 6.12 Contractor must have a written procedure providing for triage of walk-in patients with urgent non-emergency medical need.
- 6.13 When not an emergency, walk-in patients should either be scheduled for an appointment as medically appropriate or be seen within two hours.
- 6.14 Contractor shall have written procedures for following up of failed appointments including rescheduling of appointments as deemed medically necessary, and documentation in the patient record of broken appointments and recall efforts.
- 6.15 Routine travel time for the member to the primary care practitioner shall not exceed the community standard for accessing health care providers for 90 % of the potential members.

- 6.16 There must be provisions for physical access which include the following:
- a. Street level access or accessible ramp into facility; and
  - b. Wheelchair access to lavatory.
- 6.17 Services, facilities, and personnel shall be prepared to meet the special needs of visually and hearing impaired patients.
- 6.18 There shall be arrangements for services to be provided by non-Contractor providers where in-house capability to serve specific disabled populations does not exist.

#### STANDARD #7: GRIEVANCE PROCEDURES\*

THE CONTRACTOR MUST HAVE WRITTEN PROCEDURES FOR ACCEPTING, PROCESSING AND RESPONDING TO ALL ENROLLEE GRIEVANCES. IN ADDITION TO THE INTERNAL CONTRACTOR PROCEDURES, ONCE THOSE HAVE BEEN FOLLOWED, THE AFS FAIR HEARINGS PROCESS WILL BE AVAILABLE.

##### Measurement

- 7.1 Contractor must have written procedures for resolving informal complaints.\*\*
- 7.2 A staff member shall be designated who will be responsible for receiving, processing, channeling, and responding to grievances.
- 7.3 Procedures shall be maintained to inform enrollees verbally and in writing about the Contractor's grievance procedures. Such procedures shall include the following:
- a. Written material describing the grievance process;
  - b. Assurance of confidentiality of the grievance process in all written and posted material.
- 7.4 Written procedures shall be maintained for the receipt and disposition of all grievances and shall include:
- a. Provisions for an appeals channel in cases where enrollees are not satisfied with an initial response which shall include at least one level of appeal beyond the initial response level and which may include one of the following:
    - 1) Medical director or administrator depending on the nature of the grievance;
    - 2) Other internal review mechanisms.

- b. Specified time limits for the following:
  - 1) Initial response to enrollee -- five working days;
  - 2) Written response to enrollee -- thirty days for each level of review, providing enrollee has submitted or caused to be submitted requested documentation.
- c. Written procedures for assuring the confidentiality of the entire grievance system.

The provider shall maintain a system adequate to document the occurrence and resolution of all grievances.

7.6 Contractor shall maintain written procedures to review the operation of the grievance system.

\* A grievance is defined as an incident or concern which cannot be resolved in a manner satisfactory to the enrollee by the immediate verbal response of the provider staff member receiving the complaint, or the member services office, or any complaint received in writing.

\*\* An informal complaint is defined as an incident or concern verbally related to physician or other staff member, or a member services representative, which is immediately resolved to the satisfaction of the enrollee.

#### STANDARD #8: MARKETING

THE CONTRACTOR MUST HAVE THE ABILITY TO DEVELOP AND DISTRIBUTE MARKETING MATERIALS TO ENROLLEES AND POTENTIAL ENROLLEES. SPECIFIC MARKETING REQUIREMENTS WILL BE REVIEWED DURING INDIVIDUAL APPLICATION TO PROVIDE SERVICE NEGOTIATIONS.

##### Measurement

- 8.1 Comply with policies for enrollment as set forth in the Contractor contract and in the OMAP Handbook for prepaid health plans.
- 8.2 Ensure that all staff who have contact with potential enrollees are fully informed of Contractor policies including marketing, enrollment and disenrollment policies.
- 8.3 Work cooperatively with the OMAP staff and members of the community in the development and implementation of marketing plans and procedures.
- 8.4 Provide and disseminate promotional and informational materials which are specific to the Contractor.



## STANDARD #9: HEALTH CARE INFORMATION

THE CONTRACTOR HAS AN ONGOING PROCESS OF PATIENT EDUCATION WHICH INCLUDES HEALTH EDUCATION, AND APPROPRIATE USE OF EMERGENCY FACILITIES AND SERVICES.

### Measurement

- 9.1 Contractors shall have written procedures for health education designed to prepare patients for their participation in and reaction to specific medical procedures, and to instruct patients in self-management of medical problems and in disease prevention. Health education may be provided by any health practitioner or by any other individual or program approved by the provider.
- 9.2 Contractors shall have written procedures in effect to orient enrollees in the use of all services provided at the facility. This should include, but not be limited to, instructions regarding appropriate use of the provider's referral system, grievance procedures, missed appointments, afterhours call-in system, and provisions for emergency treatment.

## STANDARD #10: FINANCIAL VIABILITY

The Contractor is financially viable and provides evidence of viability. The Contractor incorporates specific provisions against insolvency, commensurate with Medicaid enrollment and level of risk assumed; demonstrates financial management ability; generates periodic financial reports and makes them available to OMAP.

The specific indicators enumerated below are not intended to be considered in isolation from each other or to be comprehensive. When considered as a whole they provide the basis for demonstrating general financial viability, identifying weaknesses to be addressed, or for OMAP to conclude a Contractor is not financially viable.

### 10.1 FINANCIAL PROVISIONS

- a. Contractor shall purchase stop loss insurance through OMAP or shall demonstrate to OMAP that alternative mechanisms to limit or manage risk are sufficient.
- b. Contractor shall establish and maintain a reserve fund, with appropriate restrictions and safeguards on use and access approved by OMAP, equal to two months of capitation if participating primary care practitioners and specialists are paid on a fee-for-service basis. If primary care practitioners or specialists are paid on a capitated or salaried basis the reserve shall equal two months of incurred but not reported claims for providers paid on a fee-for-service basis.
- c. OMAP may approve start-up for a Contractor without a restricted fund at levels described above if a credible plan to establish adequate reserves is provided and other indicators are acceptable.

- d. Contractors shall include in all contracts with participating providers a hold harmless provision prohibiting providers from billing members, at any time, even if the plan becomes insolvent.
- e. Contractor will insure that all persons and entities performing health care services under contract shall be covered by professional liability insurance at not less than \$500,000 per person per incident and not less than 1,000,000 in the aggregate.

## 10.2 FINANCIAL MANAGEMENT

- a. The Contractor shall document procedures for developing, compiling, evaluating information and data concerning the cost of a plans operations.
- b. The Contractor shall have a documented method for a monthly determination of future cash requirements.
- c. The Contractor shall provide evidence of a reasonable method for determining incurred but not reported expenses.
- d. The Contractor shall document its procedure for tracking additions and deletions of members and accounting for monthly capitation payments.
- e. The Contractor, if applicable, shall document and describe its use of incentive payment mechanisms to participating providers.

## 10.3 REPORTING

- a. All Contractors shall submit an annual external audit or review to OMAP. The level of Contractor specific emphasis shall be determined by OMAP on a contractor specific basis. Considerations shall include, but are not limited to, the percentage the Contractor represents of total corporate revenue, the percentage of total OMAP enrollment represented by the Contractor and the financial condition of the Contractor at the beginning of each contract period.
- b. All Contractors shall submit a Contractor specific quarterly financial report to OMAP containing:
  - 1. Statement of revenues, expenses, and net income.
  - 2. Balance sheet.
  - 3. Report of key financial indicators.
  - 4. Utilization data report for capitated services.

To the extent permitted by Oregon laws regarding public records information designated by Contractor as proprietary will be maintained in a confidential manner by OMAP.

Meeting Date: APR 01 1993  
Agenda No.: R-1

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

SUBJECT: Resolution Approving Issuance & Sale of Tax-Exempt COP's

BCC Informal 3/30/93 Bcc Formal 4/01/93  
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of the authorizing and approving of the issuance and negotiated sale of the Series 1993A Tax-Exempt Certificates of Participation Approving and Authorizing Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement and designating an Authorized Officer.

This issue is an advanced refunding (refinancing) of current outstanding Tax-Exempt COP issues 1988B (Gill Bldg), 1989A (SE and Mid-County Health Clinics) and 1990A (Mead Bldg.) and new financings for Walnut Park (authorized December, 1992), Gill Building First Floor, and Columbia Villa.

Savings attributed to the advance refunding could offset new financing costs of Gill Building First Floor and Columbia Villa. Walnut Park current lease payments would be used to pay annual payments of new issue.

(If space is inadequate, please use other side)

**SIGNATURES:**

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

OR

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

(All accompanying documents must have required signatures)

*Certified true Copy delivered to Patricia Shaw  
on 4-8-93. Resolution 93-88.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 24 PM 1:37  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: April 1, 1993

Subject: C.O.P. Refinancings, Gill Building

This is a brief explanation of each of the resolutions - R1, R2, and R3. Resolutions for the Columbia Villa portion are being resubmitted for next weeks agenda.

Resolution R1 authorizes the County to do the following:

- Refinance the tax exempt outstanding C.O.P. issues; the Gill Building, Mead Building, SE Clinic, and Mid-County Clinic. The actual size of the issue depends on interest rates when the C.O.P.s are sold.
- Issue additional C.O.P.s for remodeling the first floor of the Gill Building and separate HIV and TB Clinic. The issue amount will not exceed \$2,050,000.
- Issue additional tax exempt C.O.P. for acquisition of Walnut Park facility approved by the Board in December 1992. The total issue costs will not exceed \$3,900,000.
- Authorize the County to enter into a Master-Lease Purchase Agreement between the County and Bank of America.
- Approve the advance refunding plan that needs to be submitted to the State Treasurer's Office for approval.

- The current annual lease payments for the Mead Building, Gill Building, SE Clinic, Mid-County Clinic, and Walnut Park is \$1,645,000. The estimated annual refinancing lease payment will be \$1,550,000. This represents an annual savings of \$92,000. Adding interest earned on the reserve accounts, the net cash to the County is \$172,000.
- With the additional payment for the Gill Building remodel of \$160,000, the net cash flow increase is \$12,000 annually. In addition there is approximately \$50,000 in lease avoidance bringing the total net cash to \$62,000.

R2 - 1993A Reimbursement Resolution authorizes the County to pay itself back for any costs incurred on the Walnut Park acquisition before the Certificates are issued.

R3 - COP series 1993B authorizes the refinancing of the taxable outstanding C.O.P.s on the Mead Building and issuing of the taxable C.O.P.s for the Walnut Park Building.

For your information attached is a detailed schedule of the Refinancing Plan. We have highlighted one year to give you a snapshot picture of where the above numbers came from. If you have any questions regarding the financing we will be glad to answer them. Program questions regarding the Gill Building will be handled by Dwayne Prather or Billie Odegaard.

cc: Dwayne Prather  
Billie Odegaard

**MULTNOMAH COUNTY, OREGON**  
**REFINANCING ANALYSIS**  
**APRIL 1, 1993**

REFINANCING ONLY						GILL BUILDING NEW MONEY		OTHER LEASE AVOIDANCE	
	Current Lease Payments	Estimated Payments After Refinancing	Refinancing Savings	Interest Income	Net Cash	Gill Bldg First floor	Net Cash	Other Lease Avoidance	Net Cash
1993 - 1994	1,958,500	687,800	1,270,700	80,000	1,350,700	85,000	1,265,700	50,000	1,315,700
1994 - 1995	1,952,500	2,871,900	(919,400)	80,000	(639,400)	142,000	(961,400)	50,000	(931,400)
1995 - 1996	1,626,500	1,552,500	74,000	80,000	154,000	160,000	(6,000)	50,000	44,000
1996 - 1997	1,631,500	1,552,500	79,000	80,000	159,000	160,000	(1,000)	50,000	49,000
1997 - 1998	1,625,500	1,552,500	73,000	80,000	153,000	160,000	(7,000)	50,000	43,000
1998 - 1999	1,652,500	1,552,500	100,000	80,000	180,000	160,000	20,000	50,000	70,000
1999 - 2000	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2000 - 2001	1,647,500	1,552,500	95,000	80,000	175,000	160,000	15,000	50,000	65,000
<b>2001 - 2002</b>	<b>1,644,500</b>	<b>1,552,500</b>	<b>92,000</b>	<b>80,000</b>	<b>172,000</b>	<b>160,000</b>	<b>12,000</b>	<b>50,000</b>	<b>62,000</b>
2002 - 2003	1,645,500	1,552,500	93,000	80,000	173,000	160,000	13,000	50,000	63,000
2003 - 2004	1,644,500	1,552,500	92,000	80,000	172,000	160,000	12,000	50,000	62,000
2004 - 2005	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2005 - 2006	1,643,500	1,552,500	91,000	80,000	171,000	160,000	11,000	50,000	61,000
2006 - 2007	1,646,500	1,552,500	94,000	80,000	174,000	160,000	14,000	50,000	64,000
2007 - 2008	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2008 - 2009	1,631,500	1,552,500	79,000	80,000	159,000	160,000	(1,000)	50,000	49,000
2009 - 2010	1,232,500	1,552,500	(320,000)	80,000	(240,000)	160,000	(400,000)	50,000	(350,000)
2010 - 2011	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2011 - 2012	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2012 - 2013	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2013 - 2014	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
	<u>29,366,500</u>	<u>27,955,200</u>	<u>1,411,300</u>	<u>1,680,000</u>	<u>3,091,300</u>	<u>3,267,000</u>	<u>(175,700)</u>	<u>1,050,000</u>	<u>874,300</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

- Column (1) Represents current lease payments for Gill, Mead, SE Clinic, Mid-County Clinic and Walnut Park Buildings  
Column (2) Represents estimated lease payments for Gill, Mead, SE Clinic, Mid-County Clinic and Walnut Park Buildings AFTER REFINANCE  
Column (3) Represents estimated savings AFTER REFINANCE  
Column (4) Represents estimated interest earnings on Reserve Funds  
Column (5) Represents Refinancing Net Effect to General Fund  
Column (6) Represents estimated lease payments for Gill Building First Floor Remodel  
Column (7) Represents Refinancing AND Gill Building New Money Net Effect to General Fund  
Column (8) Represents Current Leases that could be broken due to additional staff rearrangement  
Column (9) Represents Net Effect to General Fund if current leases broken

MULTNOMAH COUNTY, OREGON  
Comprehensive Health Facilities  
Refinancing, Restructuring & New Issues

	Resolution #1 Series 1993A Tax-Exempt Portion	Resolution #2 Reimburse Walnut Park	Resolution #3 Series 1993B Taxable Portion	Resolution #4 Reimburse North Ptld Clinic	Resolution #5 Series 1993C North Ptld Clinic
Advance Refunding COP 1988B (Gill Bldg)	5,000,000				
Advance Refunding COP 1989A (SE & Mid County Clinics)	6,900,000				
Advance Refunding Tax Exempt Portion COP 1990 A (Mead Bldg)	4,300,000				
Advance Refunding Taxable Portion COP 1990 A (Mead Bldg)			1,000,000		
New Issue Tax Exempt Portion Walnut Park	2,900,000				
New Issue Taxable Portion Walnut Park		Reimburse	1,500,000		
New Issue Gill Bldg 1st floor Remodel	2,200,000				
New Issue North Portland Clinic (Columbia Villa)				Reimburse	1,450,000
Total Resolution Approval	21,300,000	0	2,500,000	0	1,450,000

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

In the matter of authorizing and approving  
of the issuance and negotiated sale of the  
Series 1993A Certificates of Participation,  
approving and authorizing a Lease-Purchase  
and Escrow Agreement, a Certificate  
Purchase Agreement and a Final and  
Preliminary Official Statement; Designating  
an Authorized Representative; Approving of  
an Advance Refunding Plan; and Repealing  
Resolution #92-242.

**Resolution  
#93-**

WHEREAS, pursuant to Oregon Revised Statutes Section 279.101, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desire to issue tax-exempt Certificates of Participation, Series 1993A (the "Certificates") and pursuant to Oregon Revised Statutes Sections 288.605 to 288.695, inclusive, the County may advance refund outstanding certificates of participation for the following projects:

1. To pay principal and accruing interest on all outstanding (callable and non-callable) Multnomah County, Oregon Certificates of Participation, Series 1988B (Gill Building Project) Current and Deferred Interest Certificates. The Series 1988B Certificates are dated July 1, 1988 and were issued in the original principal amount of \$2,690,000 as Current Interest Certificates and \$1,535,168 as Deferred Certificates with a value at maturity of \$4,400,000. The total estimated cost of refunding the Series 1988B Certificates shall not exceed \$4,250,000; and
2. To pay principal and accruing interest on all outstanding (callable and non-callable) Multnomah County, Oregon Certificates of Participation, Series 1989A (Southeast Clinic Project) Current and Deferred Interest Certificates. The Series 1989A Current Interest Certificates are dated August 1, 1989 and were issued in the original principal amount of \$4,845,000. The Series 1989A Deferred Interest Certificates are dated August 3, 1989 and were issued in the original principal amount of \$1,761,046.85. The total estimated cost of refunding the Series 1989A Certificates shall not exceed \$5,850,000; and
3. To pay principal and accruing interest on all outstanding Multnomah County, Oregon Taxable Certificates of Participation, Series 1990A (Mead Building Project) maturing January 1, 1994 through and including January 1, 1998 and to pay principal and accruing interest plus a premium of two-percent (2%) on January 1, 1998 on all outstanding Series 1990A Certificates of Participation maturing January 1, 1999 through and including

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January 1, 2010. The Series 1990A Certificates of Participation are dated January 1, 1990 and were issued in the original principal amount of \$4,185,000. At the time of issuance of the Series 1990A Certificates, the Mead Building was occupied by private tenants on the first floor and by commercial tenants throughout the building. Currently, the County occupies more than seventy-five percent (75%) of the Mead Building and the County wishes to refinance a 75% portion of each maturity as tax-exempt certificates of participation. The total estimated cost of refunding the Series 1990A Certificates shall not exceed \$3,630,000; and

WHEREAS, pursuant to Oregon Revised Statutes Section 279.101(2), the County may enter into a contract for the purchase, or the lease with the option to purchase, real or personal property for the following projects:

1. The acquisition of land and a portion of the acquisition of the Walnut Park Building located at 5329 N.E. Martin Luther King Boulevard in Portland, Oregon known as the Multnomah County Northeast Health Clinic and to remodel and construct improvements to the Northeast Health Clinic, fund a Debt Service Reserve Account and to pay a portion of the costs of issuance of the Certificates. The total estimated cost of acquisition and improvements to the Northeast Health Clinic shall not exceed \$2,445,000; and

2. To provide funds to finance the costs of seismic restructuring, remodeling and equipment for the Gill Building. The costs of such improvements shall not exceed \$1,595,000 which shall include a portion of the costs of issuance of the Series 1993A Certificates; and

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such acquisition of land and building, improvements, remodeling, equipment and refinancings of prior issues (the "Project") through the issuance of Tax-Exempt Certificates of Participation under a Lease-Purchase and Escrow Agreement to be entered into between Multnomah County (the "County") and a Vendor and Escrow Agent (the "Vendor") and the Board determines that the proposed issuance of the Certificates of Participation, Series 1993A is in the best interest of the County;

WHEREAS, certificates of participation have not been issued pursuant to Resolution #92-242 and the Facilities as defined in Resolution #92-242 (Walnut Park Building) will be financed as set forth herein. Therefore, Resolution #92-242 should be repealed.

THEREFORE BE IT RESOLVED THAT:

Section 1. Issuance of Series 1993A Certificates of Participation. The Board does authorize the issuance and private negotiated sale of tax-exempt Certificates of Participation, Series 1993A, in an amount not to exceed \$17,770,000 (the "Certificates") to

finance the Project and to fund, in part, a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates. The Board authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representative") to determine and designate the dated date, the maturity dates, but not to exceed twenty (20) years from the date of issue, the principal serial maturities, the optional redemption dates and premiums, if any, the term bond maturity or maturities, with or without premium, and to determine the interest payment dates, underwriter's discount and original issue discount, and the allocation of governmental/private use of the Northeast Health Clinic and the Mead Building, and to determine such other provisions as are deemed necessary and desirable for the sale and issuance of the Certificates.

Section 2. Title and Execution of Certificates. The Certificates shall be entitled "Multnomah County, Oregon Certificates of Participation, Series 1993A" and shall bear the manual signature of the Vendor and Escrow Agent. The Certificates shall be initially issued in book-entry form as a single typewritten certificate for each single maturity and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry-only form. The Certificates will be issued without certificates being made available to the certificate holders.

Section 3. Book-Entry-Only System. Ownership of the Certificates shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Certificates shall be initially issued in the form of a separate, single, fully registered type-written certificate for each maturity of the Certificates (the "Global Certificates"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Certificates of Participation, Series 1993A, issue. The Paying Agent shall remit payment for the maturing principal and interest on the Certificates to the Registered Owner for distribution by the Nominee for the benefit of the certificate holder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Certificates are in book-entry-only form, the Certificates will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representations to induce the Depository to accept the Certificates as eligible for deposit at the Depository. The Underwriters for the Certificate issue are authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Certificates other than the Registered Owners of the Certificates as shown on the registration books maintained by the Paying Agent and Registrar. The Paying Agent and Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Certificates for the Depository's book-entry-only system.

In the event:

(a) the Depository determines not to continue to act as securities depository for the Certificates, or

(b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry-only system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Certificates shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Registrar and thereafter in the name or names of the owners of the Certificates transferring or exchanging Certificates in accordance with the provisions of Section 12 herein.

With respect to Certificates registered in the registration books maintained by the Paying Agent and Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Certificates,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Registrar, of any notice with respect to the Certificates, including any notice of redemption,

(iii) the selection by the Depository of the beneficial interest in Certificates to be redeemed in the event the County redeems the Certificates in part, or

(iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Certificates as shown in the registration books maintained by the Paying Agent and Registrar, of any amount with respect to principal or interest on the Certificates. Notwithstanding the book-entry-only system, the County may treat and consider the Registered Owner in whose name each Certificate is registered in the registration books maintained by the Paying Agent and Registrar as the Registered Owner and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, or for the purpose of giving notices of redemption and other matters with respect to such Certificate, or for the purpose of registering transfers with respect to such Certificate, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Certificates only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Certificate of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Registrar.

Section 4. Negotiated Sale of Certificates. The Authorized Representative is authorized to negotiate and execute, on behalf of the County, a Certificate Purchase Agreement with the Underwriter for the purchase of the Series 1993A Certificates.

Section 5. Execution of Lease-Purchase Agreement. The Board does approve of the Lease-Purchase and Escrow Agreement dated as of \_\_\_\_\_, 1993 (the "Agreement") and does authorize the Authorized Representative to execute the Agreement on behalf of the County.

Section 6. Budget Appropriations. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners shall include such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

Section 7. Establishment of Trust Accounts. The Board does authorize the establishment of certain trust accounts as provided in the Agreement including the "Multnomah County, Oregon Series 1993A Certificates of Participation Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient amounts to provide for any deficiency in the amount of the Lease Payments due during that ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

Section 8. Security for the Certificates. The Certificates shall be secured by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities.

Section 9. Designation of Vendor, Escrow Agent, and Paying Agent and Registrar. The County does designate and appoint Bank of America Oregon as the Vendor, Escrow Agent and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof.

Section 10. Payment of Certificates. If the book-entry-only system has been discontinued, then the principal of the Certificates shall be payable upon presentation of the Certificates at maturity at the principal corporate trust office of the Paying Agent in Portland, Oregon. Payment of each installment of interest due shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the County maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding any interest payment date.

Section 11. Form of Certificates. The Certificates shall be issued substantially in the form as approved by the County, Financial Advisor to the County and Bond Counsel.

Section 12. Transfer of Certificates. If the book-entry-only system is discontinued the Certificates will be issued in printed certificate form. Then the Certificates are transferable, or subject to exchange, for fully registered Certificates in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The

Registrar shall maintain a record of the names and addresses of the registered owners of the Certificates. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All certificates issued upon transfer of or in exchange for Certificates shall be valid obligations of the County evidencing the same debt and shall be entitled to the same benefits as the Certificates surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the County. The Registrar shall not be required to transfer or exchange any Certificates after the close of business on the 15th day of the month next preceding any interest payment date or transfer or exchange any Certificate called or being called for redemption.

Section 13. Covenant as to Arbitrage. The proceeds of the Certificates shall be used and invested in such manner that the Certificates shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations. The County covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Certificates and in the investment and expenditure of the proceeds thereof which would result in the interest on the Certificates becoming taxable for federal income tax purposes.

Section 14. Irrevocable Call and Redemption of Prior Certificates. The County does irrevocably call and redeem the principal of the Series 1988B Certificates of Participation (Gill Building Project), the Series 1989A Certificates of Participation (Southeast Clinics Project) and the Series 1990A Certificates of Participation (Mead Building Project) (the "Prior Certificates") on the first optional redemption date of the respective Prior Certificates. This irrevocable call and redemption is subject to the sale and delivery of the Series 1993A Certificates and the full funding of the Escrow Fund as provided in the Lease-Purchase and Escrow Agreement.

Section 15. Effect of Refunding on Prior Certificates. The Board determines that, upon deposit into the Escrow Fund of Government Obligations in an amount calculated to be sufficient to pay the principal and accruing interest on the Prior Certificates such deposit shall fully defease the principal amounts of the Prior Certificates in the manner as set forth in this Resolution. The funds on deposit in the Escrow Fund for the redemption and payment of the refunded principal of such Prior Certificates shall be deducted from the amount of outstanding indebtedness of the County. In addition, such principal amounts of the Prior Certificates shall be deemed fully defeased for the purpose of any statutory debt limitation.

Provided, however, that the Series 1988B Current Interest Certificates are not callable and shall be irrevocably escrowed by government obligations pursuant to Oregon Revised Statutes Section 288.677. And further provided, that the Series 1989A Certificates of Participation maturing August 1, 1993 through and including August 1, 1997 are not subject to call and redemption. Therefore, pursuant to ORS 288.677, these Certificates shall be irrevocably escrowed by government obligations.

Section 16. Appointment of Underwriters. The County does designate and appoint Lehman Brothers Division of Shearson Lehman Brothers, Inc. as Underwriters of the private negotiated sale of the Series 1993A Certificates of Participation.

Section 17. Approval of Advance Refunding Plan. The Board does approve of the preliminary advance refunding plan prepared by the Underwriters attached hereto as Exhibit "A" and authorizes its submittal to the State Treasurer for approval pursuant to Oregon Revised Statute Section 288.620. The State Treasurer is requested to approve of the advance refunding plan in order that the County may incur a debt service savings discounted to present value with respect to the Prior Certificates, together with a restructuring and reorganizing of all existing County health system certificates of participation.

Section 18. Preliminary and Final Official Statement. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. When the Authorized Representative has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Representative may certify the accuracy of the Official Statement on behalf of the County.

Section 19. Execution of Documents. The County does authorize the Authorized Representative of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

Section 20. Repeal of Resolution #92-242. Upon adoption of this Resolution by the Board of County Commissioners of Multnomah County, Oregon, Resolution #92-242 is repealed.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1993.

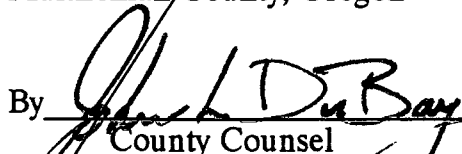
**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By \_\_\_\_\_  
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By

  
County Counsel

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

In the matter of authorizing and approving )  
of the issuance and negotiated sale of the )  
Certificates of Participation, Series 1993A )  
approving and authorizing the County Health )  
Systems Facilities Master Lease-Purchase )  
Agreement, a Certificate Purchase Agreement )  
and a Final and Preliminary Official )  
Statement, Designating an Authorized )  
Representative, Appointing Underwriter, )  
Trustee, Bond Counsel, and Financial Advisor; )  
Approving of an Advance Refunding Plan; )  
and Repealing Resolution 92-242. )

**Resolution  
#93- 88**

WHEREAS, pursuant to Oregon Revised Statutes Section 279.101, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desire to issue tax-exempt Certificates of Participation, Series 1993A (the "Certificates") and pursuant to Oregon Revised Statutes Sections 288.605 to 288.695, inclusive, the County may advance refund outstanding certificates of participation for the following projects:

1. To pay principal and accruing interest on all outstanding (callable and non-callable) Multnomah County, Oregon Certificates of Participation, Series 1988B (Gill Building Project) Current and Deferred Interest Certificates. The Series 1988B Certificates are dated July 1, 1988 and were issued in the original principal amount of \$2,690,000 as Current Interest Certificates and \$1,535,168 as Deferred Certificates. The total estimated cost of refunding the Series 1988B Certificates shall not exceed \$5,000,000; and

2. To pay principal and accruing interest on all outstanding (callable and non-callable) Multnomah County, Oregon Certificates of Participation, Series 1989A (Southeast Clinic Project) Current and Deferred Interest Certificates. The Series 1989A Current Interest Certificates are dated August 1, 1989 and were issued in the original principal amount of \$4,845,000. The Series 1989A Deferred Interest Certificates are dated August 3, 1989 and were issued in the original principal amount of \$1,761,046.85. The total estimated cost of refunding the Series 1989A Certificates shall not exceed \$6,900,000; and

3. To pay principal and accruing interest on a portion of the outstanding Multnomah County, Oregon Taxable Certificates of Participation, Series 1990A (Mead Building Project) maturing January 1, 1994 through and including January 1, 1998 and to pay principal and accruing interest plus a premium of two-percent (2%) on January 1, 1998 on a portion of the outstanding Series 1990A Certificates of Participation maturing January 1, 1999 through and including January 1, 2010. The Series 1990A Certificates of Participation are dated



January 1, 1990 and were issued in the original principal amount of \$4,185,000. At the time of issuance of the Series 1990A Certificates, the Mead Building was occupied by private tenants on the first floor and by commercial tenants throughout the building. Currently, the County occupies more than seventy-five percent (75%) of the Mead Building and the County wishes to refinance a 75% portion of each maturity as tax-exempt certificates of participation. The total estimated cost of refunding the Series 1990A Certificates shall not exceed \$4,300,000; and

WHEREAS, pursuant to Oregon Revised Statutes Section 279.101(2), the County may enter into a contract for the purchase, or the lease with the option to purchase, real or personal property for the following projects:

1. The acquisition of land and a portion of the acquisition price of the Walnut Park Building located at 5329 N.E. Martin Luther King Boulevard in Portland, Oregon known as the Multnomah County Northeast Health Clinic and to remodel and construct improvements to the Northeast Health Clinic, fund a Debt Service Reserve Account and to pay a portion of the costs of issuance of the Certificates. The total estimated cost of acquisition and improvements to the Northeast Health Clinic shall not exceed \$2,900,000; and

2. To provide funds to finance the costs of seismic restructuring, remodeling and equipment for the Gill Building. The costs of such improvements shall not exceed \$2,050,000 which shall include a portion of the costs of issuance of the Series 1993A Certificates; and

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such acquisition of land and building, improvements, remodeling, equipment and refinancings of prior issues (the "Project") through the issuance of Tax-Exempt Certificates of Participation under the Master Lease-Purchase Agreement (the "Agreement") to be entered into between Multnomah County (the "County") and a Trustee (the "Trustee") and the Board determines that the proposed issuance of the Certificates of Participation, Series 1993A is in the best interest of the County;

WHEREAS, certificates of participation have not been issued pursuant to Resolution #92-242 and the Facilities as defined in Resolution #92-242 (Walnut Park Building) will be financed as set forth herein. Therefore, Resolution #92-242 should be repealed.

THEREFORE BE IT RESOLVED THAT:

Section 1. Issuance of Series 1993A Certificates of Participation. The Board does authorize the issuance and private negotiated sale of tax-exempt Certificates of Participation, Series 1993A, in an amount not to exceed \$21,300,000 (the "Certificates") to finance the Project and to fund, in part, a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates. The Board authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representative") to determine and designate the dated date, the maturity

dates, but not to exceed twenty (20) years from the date of issue, the principal serial maturities, the optional redemption dates and premiums, if any, the term bond maturity or maturities, with or without premium, and to determine the interest payment dates and interest rates not to exceed a net effective rate of seven percent (7%), underwriter's discount and original issue discount, to confirm and certify the allocation of governmental/private use of the Northeast Health Clinic and the Mead Building, and to determine such other provisions as are deemed necessary and desirable for the sale and issuance of the Certificates.

Section 2. Title and Execution of Certificates. The Certificates shall be entitled "Multnomah County, Oregon Certificates of Participation, Series 1993A" and shall bear the manual authentication signature of the Trustee. The Certificates shall be initially issued in book-entry form as a single typewritten certificate for each single maturity and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry-only form. The Certificates will be issued without certificates being made available to the certificate holders.

Section 3. Book-Entry-Only System. Ownership of the Certificates shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Certificates shall be initially issued in the form of a separate, single, fully registered typewritten certificate for each maturity of the Certificates (the "Global Certificates"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Certificates of Participation, Series 1993A, issue. The Paying Agent shall remit payment for the maturing principal and interest on the Certificates to the Registered Owner for distribution by the Nominee for the benefit of the certificate holder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Certificates are in book-entry-only form, the Certificates will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representations to induce the Depository to accept the Certificates as eligible for deposit at the Depository. The Underwriters for the Certificate issue are authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Certificates other than the Registered Owners of the Certificates as shown on the registration books maintained by the Paying Agent and Registrar. The Paying Agent and Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational

arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Certificates for the Depository's book-entry-only system.

In the event:

(a) the Depository determines not to continue to act as securities depository for the Certificates, or

(b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry-only system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Certificates shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Registrar and thereafter in the name or names of the owners of the Certificates transferring or exchanging Certificates in accordance with the provisions of Section 12 herein.

With respect to Certificates registered in the registration books maintained by the Paying Agent and Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Certificates,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Registrar, of any notice with respect to the Certificates, including any notice of redemption,

(iii) the selection by the Depository of the beneficial interest in Certificates to be redeemed in the event the County redeems the Certificates in part, or

(iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Certificates as shown in the registration books maintained by the Paying Agent and Registrar, of any amount with respect to principal or interest on the Certificates. Notwithstanding the book-entry-only system, the County may treat and consider the Registered Owner in whose name each Certificate is registered in the registration books maintained by the Paying Agent and Registrar as the Registered Owner and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, or for the purpose of giving notices of redemption and other matters with respect to such Certificate, or for the purpose of registering transfers with respect to such Certificate, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Certificates only to or upon the order

of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Certificate of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Registrar.

Section 4. Negotiated Sale of Certificates. The Authorized Representative is authorized to negotiate and execute, on behalf of the County, a Certificate Purchase Agreement with the Underwriter for the purchase of the Series 1993A Certificates. Regional Financial Advisors is appointed Expert Advisor to the County for the negotiated sale of the Series 1993A Certificates.

Section 5. Execution of Master Agreement. The Board does approve of the County Health Systems Facilities Master Lease-Purchase Agreement dated as of May 1, 1993 (the "Master Agreement") and does authorize the Authorized Representative to execute the Master Agreement on behalf of the County.

Section 6. Budget Appropriations. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners shall include such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Master Agreement and the Escrow Agent may exercise such remedies as are provided in the Master Agreement.

Section 7. Establishment of Trust Accounts. The Board does authorize the establishment of certain trust accounts as provided in the County Health Systems Facilities Master Lease-Purchase Agreement including the "Multnomah County, Oregon Series 1993A Certificates of Participation Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Master Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient amounts to

provide for any deficiency in the amount of the Lease Payments due during that ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

Section 8. Security for the Certificates. The Certificates shall be secured by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities as set forth in the Master Agreement.

Section 9. Designation of Trustee, Paying Agent and Registrar, Bond Counsel and Financial Advisor. The County does designate and appoint Bank of America Oregon as the Trustee and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof. The County does appoint the law firm of Rankin Mersereau and Shannon of Portland, Oregon as Bond Counsel for the issuance of the Series 1993A Certificates and Regional Financial Advisors is appointed Financial Advisor to the County for the issuance of the Series 1993A Certificates.

Section 10. Payment of Certificates. If the book-entry-only system has been discontinued, then the principal of the Certificates shall be payable upon presentation of the Certificates at maturity at the principal corporate trust office of the Paying Agent in Portland, Oregon. Payment of each installment of interest due shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the County maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding any interest payment date.

Section 11. Form of Certificates. The Certificates shall be issued substantially in the form as approved by the County, Financial Advisor to the County and Bond Counsel.

Section 12. Transfer of Certificates. If the book-entry-only system is discontinued the Certificates will be issued in printed certificate form. Then the Certificates are transferable, or subject to exchange, for fully registered Certificates in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The Registrar shall maintain a record of the names and addresses of the registered owners of the Certificates. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All certificates issued upon transfer of or in exchange for Certificates shall be valid obligations of the County evidencing the same debt and shall be entitled to the same benefits as the Certificates surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the County. The Registrar shall not be required to transfer or exchange any Certificates after the close of

business on the 15th day of the month next preceding any interest payment date or transfer or exchange any Certificate called or being called for redemption.

Section 13. Covenant as to Arbitrage. The proceeds of the Certificates shall be used and invested in such manner that the Certificates shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations. The County covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Certificates and in the investment and expenditure of the proceeds thereof which would result in the interest on the Certificates becoming taxable for federal income tax purposes.

Section 14. Irrevocable Call and Redemption of Prior Certificates. The County does irrevocably call and redeem the principal of the Series 1988B Certificates of Participation (Gill Building Project), the Series 1989A Certificates of Participation (Southeast Clinics Project) and a portion of the Series 1990A Certificates of Participation (Mead Building Project)(the "Prior Certificates") on the first optional redemption date of the respective Prior Certificates. This irrevocable call and redemption is subject to the sale and delivery of the Series 1993A Certificates and the full funding of the Escrow Fund as provided in the Master Agreement

Section 15. Effect of Refunding on Prior Certificates. The Board determines that, upon deposit into the Escrow Fund of Government Obligations in an amount calculated to be sufficient to pay the principal and accruing interest on the Prior Certificates such deposit shall fully defease the principal amounts of the Prior Certificates in the manner as set forth in this Resolution. The funds on deposit in the Escrow Fund for the redemption and payment of the refunded principal of such Prior Certificates shall be deducted from the amount of outstanding indebtedness of the County. In addition, such principal amounts of the Prior Certificates shall be deemed fully defeased for the purpose of any statutory debt limitation.

Provided, however, that the Series 1988B Current Interest Certificates are not callable and shall be irrevocably escrowed by government obligations pursuant to Oregon Revised Statutes Section 288.677. And further provided, that the Series 1989A Certificates of Participation maturing August 1, 1993 through and including August 1, 1997 are not subject to call and redemption. Therefore, pursuant to ORS 288.677, these Certificates shall be irrevocably escrowed by government obligations.

Section 16. Appointment of Underwriters. The County does designate and appoint Lehman Brothers Division of Shearson Lehman Brothers Inc. as Underwriters of the private negotiated sale of the Series 1993A Certificates of Participation.

Section 17. Approval of Advance Refunding Plan. The Board does approve of the preliminary advance refunding plan prepared by the Underwriters attached hereto as Exhibit "A" and authorizes its submittal to the State Treasurer for approval pursuant to Oregon Revised Statute Section 288.620. The State Treasurer is requested to approve of the advance refunding plan in order that the County may incur a debt service savings discounted

to present value with respect to the Prior Certificates, together with a restructuring and reorganizing of all existing County health system certificates of participation.

Section 18. Preliminary and Final Official Statement. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. The Authorized Representative may "deem final" the Preliminary Official Statement for purposes of SEC Rule 15c2-12 when the Authorized Representative is satisfied that the tax requirements for such designation have been satisfied. When the Authorized Representative has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Representative may certify the accuracy of the Official Statement on behalf of the County.

Section 19. Execution of Documents. The County does authorize the Authorized Representative of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

Section 20. Repeal of Resolution #92-242. Upon adoption of this Resolution by the Board of County Commissioners of Multnomah County, Oregon, Resolution #92-242 is repealed.

ADOPTED this 1st day of April, 1993.



**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By [Signature]  
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By [Signature]

County Counsel

**DRAFT**

EXHIBIT "A"

**PRELIMINARY  
ADVANCE REFUNDING PLAN  
MULTNOMAH COUNTY, OREGON**

**Refunding of**

**Certificates of Participation**

**Series 1988B - Dated July 1, 1988 and July 12, 1988  
Series 1989A - Dated August 1, 1989 and August 3, 1989  
Series 1990A - Dated January 1, 1990**

**March \_\_, 1993**

**Lehman Brothers  
999 Third Avenue  
Suite 4000  
Seattle, Washington 98104-4021  
(206) 344-5880**



## DATE OF APPLICATION

The date of this application is March \_\_, 1993. Some of the key dates are as follows:

Sale Date: \_\_\_\_\_  
Closing Date: \_\_\_\_\_  
Dated Date: \_\_\_\_\_

## ISSUER

Multnomah County is the issuer. Please see the Distribution List on the following pages for a complete listing of names and phone numbers of the finance team.

**MULTNOMAH COUNTY, OREGON**  
**Refunding Certificates of Participation**

**ISSUER**

Multnomah County  
14th Floor, Portland Building  
1120 SW Fifth Avenue  
Portland, OR 97204

David Boyer, Finance Director  
Patricia Shaw, Treasury Manager

(503) 248-3312  
(503) 248-3290  
FAX: (503) 248-~~3377~~ 3292

Laurence Kressel  
Multnomah County Counsel  
15th Floor, Portland Building  
1120 SW Fifth Avenue  
Portland, OR 97204

(503) 248-3138  
FAX: (503) 248-3377

**BOND COUNSEL**

Rankin Mersereau & Shannon  
1600 Benj. Franklin Plaza  
One SW Columbia  
Portland, OR 97258

Howard A. Rankin  
Sherri C. Graves, Legal Assistant

(503) 226-6400  
(503) 226-6400  
FAX: (503) 226-0383

**FINANCIAL ADVISOR**

Regional Financial Advisors  
733 SW Vista Avenue  
Portland, OR 97205  
Rebecca Marshall Chao

(503) 227-2009  
FAX: (503) 227-2510

**UNDERWRITER**

Lehman Brothers  
999 Third Avenue, Suite 4000  
Seattle, WA 98104  
John C. Moore  
Sean Keatts

(206) 344-5880  
(206) 344-3542  
FAX: (206) 344-8073

**UNDERWRITER'S COUNSEL**

Stoel Rives Boley Jones & Grey  
700 NE Multnomah, Suite 950  
Portland, OR 97232  
Patrick G. Boylston

(503) 294-9837  
FAX: (503) 230-1907

**ESCROW AGENT**

To be Determined

**COUNSEL TO ESCROW AGENT**

To be determined

**ORDINANCE/RESOLUTION AUTHORIZING PLAN**

A copy of the County resolution will be sent when it is approved by the County.

## **STATEMENT OF PURPOSE**

The primary goal of these refundings is to restructure and reorganize debt service by refunding all existing County health system certificates; however, the County expects to achieve significant debt service savings from the refunding as well. Rebecca Marshall Chao of Regional Financial Advisors, the County's financial advisor, is preparing the independent F.A. study which will be forwarded under separate cover.

**BONDS TO BE REFUNDED:****Certificates of Participation, Series 1988B, All Outstanding Certificates****DATE AND PREMIUM WHEN CALLABLE:**

The Current Interest Certificates are not callable and will be escrowed to maturity. The Deferred Interest Certificates will be called on July 15, 1998, at their accreted values, which prices vary by maturity.

**SEMI-ANNUAL DEBT SERVICE FOR EACH MATURITY:**

See Attached.

**PRESENT VALUE OF EACH PAYMENT:**

See Attached.

**PAR AMOUNT ISSUED AND PROPOSED AMOUNT TO BE REFUNDED:**

Original Par Amount	\$4,225,168	
Proposed Amount to Refund	\$1,535,168	Deferred Interest Certificates
	<u>1,665,000</u>	Current Interest Certificates
	<u>\$3,200,168</u>	Total
ISSUE DATE:	July 1, 1988	Current Interest Certificates
	July 12, 1988	Deferred Interest Certificates

Multnomah County, Oregon  
Certificates of Participation, Series 1988B  
Remaining Debt Service on Refunded Certificates

2

Date	Current Interest Certificates			Deferred Interest Certificates		To Maturity			Escrow	PV Escrow at
	Principal	Coupon	Interest	To Maturity	To Call	Periodic	PV	Annual	Requirements	4.78037622%
04/01/93						\$0.00	\$0.00			
07/15/93	\$295,000.00	6.20%	\$54,282.50			349,282.50	344,548.04	\$349,282.50	\$349,282.50	\$344,548.04
01/15/94			45,137.50			45,137.50	43,486.27		45,137.50	43,486.27
07/15/94	310,000.00	6.30%	45,137.50			355,137.50	334,158.73	400,275.00	355,137.50	334,158.73
01/15/95			35,372.50			35,372.50	32,506.01		35,372.50	32,506.01
07/15/95	330,000.00	6.50%	35,372.50			365,372.50	327,925.70	400,745.00	365,372.50	327,925.70
01/15/96			24,647.50			24,647.50	21,604.99		24,647.50	21,604.99
07/15/96	355,000.00	6.65%	24,647.50			379,647.50	325,015.04	404,295.00	379,647.50	325,015.04
01/15/97			12,843.75			12,843.75	10,738.82		12,843.75	10,738.82
07/15/97	375,000.00	6.85%	12,843.75			387,843.75	316,710.91	400,687.50	387,843.75	316,710.91
01/15/98						0.00	0.00		0.00	0.00
07/15/98				\$400,000.00	\$3,138,808.00	400,000.00	311,565.63	400,000.00	3,138,808.00	2,444,861.72
01/15/99						0.00	0.00		0.00	0.00
07/15/99				400,000.00		400,000.00	297,189.09	400,000.00	0.00	0.00
01/15/2000						0.00	0.00		0.00	0.00
07/15/2000				400,000.00		400,000.00	283,475.92	400,000.00	0.00	0.00
01/15/2001						0.00	0.00		0.00	0.00
07/15/2001				400,000.00		400,000.00	270,395.52	400,000.00	0.00	0.00
01/15/2002						0.00	0.00		0.00	0.00
07/15/2002				400,000.00		400,000.00	257,918.69	400,000.00	0.00	0.00
01/15/2003						0.00	0.00		0.00	0.00
07/15/2003				400,000.00		400,000.00	246,017.57	400,000.00	0.00	0.00
01/15/2004						0.00	0.00		0.00	0.00
07/15/2004				400,000.00		400,000.00	234,665.61	400,000.00	0.00	0.00
01/15/2005						0.00	0.00		0.00	0.00
07/15/2005				400,000.00		400,000.00	223,837.46	400,000.00	0.00	0.00
01/15/2006						0.00	0.00		0.00	0.00
07/15/2006				400,000.00		400,000.00	213,508.95	400,000.00	0.00	0.00
01/15/2007						0.00	0.00		0.00	0.00
07/15/2007				400,000.00		400,000.00	203,657.03	400,000.00	0.00	0.00
01/15/2008						0.00	0.00		0.00	0.00
07/15/2008				400,000.00		400,000.00	194,259.70	400,000.00	0.00	0.00
01/15/2009						0.00	0.00		0.00	0.00
Totals	\$1,665,000.00		\$290,285.00	\$4,400,000.00	\$3,138,808.00	\$6,355,285.00	\$4,493,185.69	\$6,355,285.00	\$5,094,093.00	\$4,201,556.23

**BONDS TO BE REFUNDED:****Certificates of Participation, Series 1989A, All Outstanding Certificates****DATE AND PREMIUM WHEN CALLABLE:**

The Current Interest Certificates will be escrowed to their call date of August 1, 1998 (callable at par). The Current Interest Certificates maturing before this will be escrowed to maturity. The Deferred Interest Certificates will be called on August 1, 1999, at their accreted values, which prices vary by maturity.

**SEMI-ANNUAL DEBT SERVICE FOR EACH MATURITY:**

See Attached.

**PRESENT VALUE OF EACH PAYMENT:**

See Attached.

**PAR AMOUNT ISSUED AND PROPOSED AMOUNT TO BE REFUNDED:**

Original Par Amount	\$6,606,046.85	
Proposed Amount to Refund	\$3,225,000.00	Current Interest Certificates
	<u>1,761,046.85</u>	Deferred Interest Certificates
	<u>\$4,986,046.85</u>	Total

**ISSUE DATE:**

August 1, 1989	Current Interest Certificates
August 3, 1989	Deferred Interest Certificates



Multnomah County, Oregon  
Certificates of Participation, Series 1989A  
Remaining Debt Service on Refunded Certificates

2

Current Interest Certificates					Deferred Interest Bonds		PV to Maturity at 4.78037622%		Escrow Requirements	PV Escrow at 4.78037622%
Date	Principal	Coupon	Interest	To Call	To Maturity	To Call	To Maturity			
04/01/93							\$0.00	\$0.00	\$0.00	\$0.00
08/01/93	\$605,000.00	6.05%	\$102,220.00	\$707,220.00			707,220.00	696,170.54	707,220.00	696,170.54
02/01/94			83,918.75	83,918.75			83,918.75	80,679.23	83,918.75	80,679.23
08/01/94	645,000.00	6.10%	83,918.75	728,918.75			728,918.75	684,421.35	728,918.75	684,421.35
02/01/95			64,246.25	64,246.25			64,246.25	58,916.08	64,246.25	58,916.08
08/01/95	350,000.00	6.15%	64,246.25	414,246.25			414,246.25	371,010.61	414,246.25	371,010.61
02/01/96			53,483.75	53,483.75			53,483.75	46,783.34	53,483.75	46,783.34
08/01/96	370,000.00	6.20%	53,483.75	423,483.75			423,483.75	361,782.71	423,483.75	361,782.71
02/01/97			42,013.75	42,013.75			42,013.75	35,054.53	42,013.75	35,054.53
08/01/97	395,000.00	6.25%	42,013.75	437,013.75			437,013.75	356,114.36	437,013.75	356,114.36
02/01/98			29,670.00	29,670.00			29,670.00	23,613.13	29,670.00	23,613.13
08/01/98			29,670.00	889,670.00	\$420,000.00	\$3,147,290.36	449,670.00	349,519.66	4,036,960.36	3,137,850.02
02/01/99			29,670.00	0.00			29,670.00	22,523.55	0.00	0.00
08/01/99			29,670.00	0.00	415,000.00		444,670.00	329,684.74	0.00	0.00
02/01/2000			29,670.00	0.00			29,670.00	21,484.25	0.00	0.00
08/01/2000			29,670.00	0.00	415,000.00		444,670.00	314,472.13	0.00	0.00
02/01/2001			29,670.00	0.00			29,670.00	20,492.91	0.00	0.00
08/01/2001			29,670.00	0.00	415,000.00		444,670.00	299,961.48	0.00	0.00
02/01/2002			29,670.00	0.00			29,670.00	19,547.30	0.00	0.00
08/01/2002			29,670.00	0.00	415,000.00		444,670.00	286,120.38	0.00	0.00
02/01/2003			29,670.00	0.00			29,670.00	18,645.33	0.00	0.00
08/01/2003			29,670.00	0.00	415,000.00		444,670.00	272,917.96	0.00	0.00
02/01/2004			29,670.00	0.00			29,670.00	17,784.98	0.00	0.00
08/01/2004			29,670.00	0.00	415,000.00		444,670.00	260,324.74	0.00	0.00
02/01/2005			29,670.00	0.00			29,670.00	16,964.33	0.00	0.00
08/01/2005			29,670.00	0.00	415,000.00		444,670.00	248,312.60	0.00	0.00
02/01/2006			29,670.00	0.00			29,670.00	16,181.55	0.00	0.00
08/01/2006			29,670.00	0.00	415,000.00		444,670.00	236,854.74	0.00	0.00
02/01/2007			29,670.00	0.00			29,670.00	15,434.89	0.00	0.00
08/01/2007			29,670.00	0.00	415,000.00		444,670.00	225,925.57	0.00	0.00
02/01/2008			29,670.00	0.00			29,670.00	14,722.68	0.00	0.00
08/01/2008	415,000.00	6.90%	29,670.00	0.00			444,670.00	215,500.71	0.00	0.00
02/01/2009			15,352.50	0.00			15,352.50	7,266.61	0.00	0.00
08/01/2009	445,000.00	6.90%	15,352.50	0.00			460,352.50	212,806.41	0.00	0.00
02/01/2010			0.00	0.00			0.00	0.00	0.00	0.00
Totals	\$3,225,000.00		\$1,272,990.00	\$3,873,885.00	\$4,155,000.00	\$3,147,290.36	\$8,652,990.00	\$6,157,995.39	\$7,021,175.36	\$5,852,395.91

**BONDS TO BE REFUNDED:**

**Certificates of Participation, Series 1990A, All Outstanding Certificates**

**DATE AND PREMIUM WHEN CALLABLE:**

January 1, 1998 at 102% of par.

**SEMI-ANNUAL DEBT SERVICE FOR EACH MATURITY:**

See Attached.

**PRESENT VALUE OF EACH PAYMENT:**

See Attached.

**PAR AMOUNT ISSUED AND PROPOSED AMOUNT TO BE REFUNDED:**

Par Amount	\$4,185,000
Proposed Amount to Refund	\$3,910,000

**ISSUE DATE:**

January, 1990

Multnomah County, Oregon  
Certificates of Participation, Series 1990A  
Remaining Debt Service on Refunded Certificates

2

To Maturity							To Call			Escrow	PV Escrow at
Date	Principal	Coupon	Interest	Total	PV	Total	Principal	Premium	Interest	Requirements	4.78037622%
04/01/93				\$0.00	\$0.00					\$0.00	0.00
07/01/93			\$174,476.25	174,476.25	172,427.74	\$174,476.25			\$174,476.25	174,476.25	172,427.74
01/01/94	\$110,000.00	8.45%	174,476.25	284,476.25	274,573.43		\$110,000.00		174,476.25	284,476.25	274,573.43
07/01/94			169,828.75	169,828.75	160,090.43	454,305.00			169,828.75	169,828.75	160,090.43
01/01/95	115,000.00	8.55%	169,828.75	284,828.75	262,228.34		115,000.00		169,828.75	284,828.75	262,228.34
07/01/95			164,912.50	164,912.50	148,282.89	449,741.25			164,912.50	164,912.50	148,282.89
01/01/96	125,000.00	8.65%	164,912.50	289,912.50	254,592.77		125,000.00		164,912.50	289,912.50	254,592.77
07/01/96			159,506.25	159,506.25	136,803.90	449,418.75			159,506.25	159,506.25	136,803.90
01/01/97	140,000.00	8.70%	159,506.25	299,506.25	250,881.32		140,000.00		159,506.25	299,506.25	250,881.32
07/01/97			153,416.25	153,416.25	125,509.17	452,922.50			153,416.25	153,416.25	125,509.17
01/01/98	150,000.00	8.75%	153,416.25	303,416.25	242,429.02		3,420,000.00	\$65,400.00	153,416.25	3,638,816.25	2,907,407.37
07/01/98			146,853.75	146,853.75	114,596.79	450,270.00				0.00	0.00
01/01/99	165,000.00	8.80%	146,853.75	311,853.75	237,673.11					0.00	0.00
07/01/99			139,593.75	139,593.75	103,905.06	451,447.50				0.00	0.00
01/01/2000	175,000.00	8.85%	139,593.75	314,593.75	228,698.06					0.00	0.00
07/01/2000			131,850.00	131,850.00	93,612.57	446,443.75				0.00	0.00
01/01/2001	195,000.00	9.00%	131,850.00	326,850.00	226,643.99					0.00	0.00
07/01/2001			123,075.00	123,075.00	83,350.31	449,925.00				0.00	0.00
01/01/2002	210,000.00	9.00%	123,075.00	333,075.00	220,303.33					0.00	0.00
07/01/2002			113,625.00	113,625.00	73,399.75	446,700.00				0.00	0.00
01/01/2003	230,000.00	9.00%	113,625.00	343,625.00	216,793.92					0.00	0.00
07/01/2003			103,275.00	103,275.00	63,635.46	446,900.00				0.00	0.00
01/01/2004	250,000.00	9.00%	103,275.00	353,275.00	212,597.71					0.00	0.00
07/01/2004			92,025.00	92,025.00	54,087.03	445,300.00				0.00	0.00
01/01/2005	270,000.00	9.00%	92,025.00	362,025.00	207,810.53					0.00	0.00
07/01/2005			79,875.00	79,875.00	44,779.74	441,900.00				0.00	0.00
01/01/2006	295,000.00	9.00%	79,875.00	374,875.00	205,257.38					0.00	0.00
07/01/2006			66,600.00	66,600.00	35,614.61	441,475.00				0.00	0.00
01/01/2007	325,000.00	9.00%	66,600.00	391,600.00	204,521.19					0.00	0.00
07/01/2007			51,975.00	51,975.00	26,511.35	443,575.00				0.00	0.00
01/01/2008	350,000.00	9.00%	51,975.00	401,975.00	200,252.52					0.00	0.00
07/01/2008			36,225.00	36,225.00	17,624.99	438,200.00				0.00	0.00
01/01/2009	385,000.00	9.00%	36,225.00	421,225.00	200,159.59					0.00	0.00
07/01/2009			18,900.00	18,900.00	8,771.34	440,125.00				0.00	0.00
01/01/2010	420,000.00	9.00%	18,900.00	438,900.00	198,934.98					0.00	0.00
07/01/2010					0.00	438,900.00					
Totals	\$3,910,000.00		\$3,852,025.00	\$7,762,025.00	\$5,307,354.35	\$7,762,025.00	\$3,910,000.00	\$65,400.00	\$1,644,280.00	\$5,619,680.00	\$4,692,797.37

## PROPOSED REFUNDING BONDS

CALL DATE AND PREMIUM, IF ANY	To be negotiated
SEMI-ANNUAL DEBT SERVICE	Attached
PRESENT VALUE OF EACH PAYMENT	Attached
PAR AMOUNT	Shown on debt service table; Tentative until final pricing
PROPOSED DATES	
PRICING	Tentative: April __, 1992
CLOSING	Tentative: April __, 1992
ISSUE	Tentative: April __, 1992
TRUE INTEREST COST USED	4.7804%

Note: All three issues will be refunded with two issues (one taxable, one tax-exempt) that also will include a new money component. Schedules shown here are for those portions of these two issues attributable to the refundings.

Multnomah County, Oregon  
Refunding Certificates of Participation, Series 1993A  
Refunding of All of Series 1988B (Gill Building)

2

Refunding							Refunded	Annual	Cumulative
Date	Principal	Coupon	Interest	Total	PV	Total	Certificates	Savings	Savings
04/01/93				\$0.00	\$0.00	\$0.00	\$349,282.50	\$349,282.50	\$349,282.50
01/01/94			\$136,882.50	136,882.50	132,117.52				
07/01/94	\$495,000.00	2.65%	91,255.00	586,255.00	552,637.95	723,137.50	400,275.00	(\$322,862.50)	26,420.00
01/01/95			84,696.25	84,696.25	77,975.83				
07/01/95	205,000.00	3.10%	84,696.25	289,696.25	260,483.57	374,392.50	400,745.00	26,352.50	52,772.50
01/01/96			81,518.75	81,518.75	71,587.41				
07/01/96	215,000.00	3.45%	81,518.75	296,518.75	254,315.57	378,037.50	404,295.00	26,257.50	79,030.00
01/01/97			77,810.00	77,810.00	65,177.52				
07/01/97	220,000.00	3.75%	77,810.00	297,810.00	243,637.08	375,620.00	400,687.50	25,067.50	104,097.50
01/01/98			73,685.00	73,685.00	58,874.18				
07/01/98	225,000.00	4.05%	73,685.00	298,685.00	233,077.76	372,370.00	400,000.00	27,630.00	131,727.50
01/01/99			69,128.75	69,128.75	52,685.10				
07/01/99	235,000.00	4.20%	69,128.75	304,128.75	226,374.87	373,257.50	400,000.00	26,742.50	158,470.00
01/01/2000			64,193.75	64,193.75	46,666.49				
07/01/2000	245,000.00	4.35%	64,193.75	309,193.75	219,525.39	373,387.50	400,000.00	26,612.50	185,082.50
01/01/2001			58,865.00	58,865.00	40,818.11				
07/01/2001	255,000.00	4.50%	58,865.00	313,865.00	212,559.38	372,730.00	400,000.00	27,270.00	212,352.50
01/01/2002			53,127.50	53,127.50	35,139.73				
07/01/2002	265,000.00	4.60%	53,127.50	318,127.50	205,504.77	371,255.00	400,000.00	28,745.00	241,097.50
01/01/2003			47,032.50	47,032.50	29,672.93				
07/01/2003	280,000.00	4.70%	47,032.50	327,032.50	201,509.22	374,065.00	400,000.00	25,935.00	267,032.50
01/01/2004			40,452.50	40,452.50	24,343.95				
07/01/2004	295,000.00	4.80%	40,452.50	335,452.50	197,159.80	375,905.00	400,000.00	24,095.00	291,127.50
01/01/2005			33,372.50	33,372.50	19,156.57				
07/01/2005	305,000.00	4.90%	33,372.50	338,372.50	189,699.29	371,745.00	400,000.00	28,255.00	319,382.50
01/01/2006			25,900.00	25,900.00	14,181.17				
07/01/2006	320,000.00	5.00%	25,900.00	345,900.00	184,971.38	371,800.00	400,000.00	28,200.00	347,582.50
01/01/2007			17,900.00	17,900.00	9,348.64				
07/01/2007	340,000.00	5.10%	17,900.00	357,900.00	182,557.21	375,800.00	400,000.00	24,200.00	371,782.50
01/01/2008			9,230.00	9,230.00	4,598.12				
07/01/2008	355,000.00	5.20%	9,230.00	364,230.00	177,213.30	373,460.00	400,000.00	26,540.00	398,322.50
01/01/2009			0.00	0.00	0.00				
07/01/2009	0.00	5.25%	0.00	0.00	0.00	0.00	0.00	0.00	398,322.50
Totals	\$4,255,000.00		\$1,701,962.50	\$5,956,962.50	\$4,223,569.80	\$5,956,962.50	\$6,355,285.00	\$398,322.50	

Gross Savings Adjusted For Reserve \$366,036.23  
Net Present Value Savings Adjusted For Reserve \$237,329.62  
Savings Ratio 5.58%

Multnomah County, Oregon  
Refunding Certificates of Participation, Series 1993A  
Refunding of All of Series 1989A (Southeast Clinics)

2

Refunding							Refunded Certificates	Annual Savings	Cumulative Savings
Date	Principal	Coupon	Interest	Total	PV	Total			
04/01/93				\$0.00	\$0.00	\$0.00	\$707,220.00	\$707,220.00	\$707,220.00
01/01/94			\$183,633.75	183,633.75	177,241.33				
07/01/94	\$1,185,000.00	2.65%	122,422.50	1,307,422.50	1,232,452.25	1,491,056.25	812,837.50	(\$678,218.75)	29,001.25
01/01/95			106,721.25	106,721.25	98,253.20				
07/01/95	235,000.00	3.10%	106,721.25	341,721.25	307,262.42	448,442.50	478,492.50	30,050.00	59,051.25
01/01/96			103,078.75	103,078.75	90,520.78				
07/01/96	240,000.00	3.45%	103,078.75	343,078.75	294,248.73	446,157.50	476,967.50	30,810.00	89,861.25
01/01/97			98,938.75	98,938.75	82,876.02				
07/01/97	250,000.00	3.75%	98,938.75	348,938.75	285,465.29	447,877.50	479,027.50	31,150.00	121,011.25
01/01/98			94,251.25	94,251.25	75,306.57				
07/01/98	260,000.00	4.05%	94,251.25	354,251.25	276,438.68	448,502.50	479,340.00	30,837.50	151,848.75
01/01/99			88,986.25	88,986.25	67,819.09				
07/01/99	265,000.00	4.20%	88,986.25	353,986.25	263,485.75	442,972.50	474,340.00	31,367.50	183,216.25
01/01/2000			83,421.25	83,421.25	60,644.17				
07/01/2000	275,000.00	4.35%	83,421.25	358,421.25	254,476.57	441,842.50	474,340.00	32,497.50	215,713.75
01/01/2001			77,440.00	77,440.00	53,698.36				
07/01/2001	290,000.00	4.50%	77,440.00	367,440.00	248,842.07	444,880.00	474,340.00	29,460.00	245,173.75
01/01/2002			70,915.00	70,915.00	46,904.78				
07/01/2002	300,000.00	4.60%	70,915.00	370,915.00	239,604.57	441,830.00	474,340.00	32,510.00	277,683.75
01/01/2003			64,015.00	64,015.00	40,387.23				
07/01/2003	315,000.00	4.70%	64,015.00	379,015.00	233,539.53	443,030.00	474,340.00	31,310.00	308,993.75
01/01/2004			56,612.50	56,612.50	34,068.89				
07/01/2004	330,000.00	4.80%	56,612.50	386,612.50	227,228.72	443,225.00	474,340.00	31,115.00	340,108.75
01/01/2005			48,692.50	48,692.50	27,950.60				
07/01/2005	345,000.00	4.90%	48,692.50	393,692.50	220,712.94	442,385.00	474,340.00	31,955.00	372,063.75
01/01/2006			40,240.00	40,240.00	22,032.83				
07/01/2006	365,000.00	5.00%	40,240.00	405,240.00	216,703.67	445,480.00	474,340.00	28,860.00	400,923.75
01/01/2007			31,115.00	31,115.00	16,250.45				
07/01/2007	380,000.00	5.10%	31,115.00	411,115.00	209,701.05	442,230.00	474,340.00	32,110.00	433,033.75
01/01/2008			21,425.00	21,425.00	10,673.33				
07/01/2008	400,000.00	5.20%	21,425.00	421,425.00	205,041.09	442,850.00	474,340.00	31,490.00	464,523.75
01/01/2009			11,025.00	11,025.00	5,238.91				
07/01/2009	420,000.00	5.25%	11,025.00	431,025.00	200,035.18	442,050.00	475,705.00	33,655.00	498,178.75
01/01/2010			0.00	0.00	0.00				
07/01/2010	0.00	5.30%	0.00	0.00	0.00	0.00	0.00	0.00	498,178.75
Totals	\$5,855,000.00		\$2,299,811.25	\$8,154,811.25	\$5,825,105.07	\$8,154,811.25	\$8,652,990.00	\$498,178.75	

Gross Savings Adjusted For Reserve \$381,722.16  
Net Present Value Savings Adjusted For Reserve \$216,433.74  
Savings Ratio 3.70%

Multnomah County, Oregon  
Refunding Certificates of Participation, Series 1993A and Series 1993B  
Refunding of All of Series 1990A

Tax-Exempt Refunding					Taxable Refunding				Total Refunding	Refunded Certificates	Annual Savings	Cumulative Savings
Date	Principal	Coupon	Interest	Total	Principal	Coupon	Interest	Total				
04/01/93				\$0.00				\$0.00	\$0.00	\$174,476.25	\$174,476.25	\$174,476.25
01/01/94			\$123,183.75	123,183.75			\$64,500.00	64,500.00				
07/01/94	\$230,000.00	2.65%	82,122.50	312,122.50	\$75,000.00	6.00%	43,000.00	118,000.00	617,806.25	454,305.00	(163,501.25)	10,975.00
01/01/95			79,075.00	79,075.00			40,750.00	40,750.00				
07/01/95	150,000.00	3.10%	79,075.00	229,075.00	50,000.00	6.00%	40,750.00	90,750.00	439,650.00	449,741.25	10,091.25	21,066.25
01/01/96			76,750.00	76,750.00			39,250.00	39,250.00				
07/01/96	155,000.00	3.45%	76,750.00	231,750.00	50,000.00	6.00%	39,250.00	89,250.00	437,000.00	449,418.75	12,418.75	33,485.00
01/01/97			74,076.25	74,076.25			37,750.00	37,750.00				
07/01/97	160,000.00	3.75%	74,076.25	234,076.25	55,000.00	6.00%	37,750.00	92,750.00	438,652.50	452,922.50	14,270.00	47,755.00
01/01/98			71,076.25	71,076.25			36,100.00	36,100.00				
07/01/98	170,000.00	4.05%	71,076.25	241,076.25	55,000.00	6.00%	36,100.00	91,100.00	439,352.50	450,270.00	10,917.50	58,672.50
01/01/99			67,633.75	67,633.75			34,450.00	34,450.00				
07/01/99	175,000.00	4.20%	67,633.75	242,633.75	60,000.00	7.00%	34,450.00	94,450.00	439,167.50	451,447.50	12,280.00	70,952.50
01/01/2000			63,958.75	63,958.75			32,350.00	32,350.00				
07/01/2000	180,000.00	4.35%	63,958.75	243,958.75	60,000.00	7.00%	32,350.00	92,350.00	432,617.50	446,443.75	13,826.25	84,778.75
01/01/2001			60,043.75	60,043.75			30,250.00	30,250.00				
07/01/2001	195,000.00	4.50%	60,043.75	255,043.75	65,000.00	7.00%	30,250.00	95,250.00	440,587.50	449,925.00	9,337.50	94,116.25
01/01/2002			55,656.25	55,656.25			27,975.00	27,975.00				
07/01/2002	200,000.00	4.60%	55,656.25	255,656.25	65,000.00	7.00%	27,975.00	92,975.00	432,262.50	446,700.00	14,437.50	108,553.75
01/01/2003			51,056.25	51,056.25			25,700.00	25,700.00				
07/01/2003	210,000.00	4.70%	51,056.25	261,056.25	70,000.00	7.00%	25,700.00	95,700.00	433,512.50	446,900.00	13,387.50	121,941.25
01/01/2004			46,121.25	46,121.25			23,250.00	23,250.00				
07/01/2004	220,000.00	4.80%	46,121.25	266,121.25	75,000.00	7.75%	23,250.00	98,250.00	433,742.50	445,300.00	11,557.50	133,498.75
01/01/2005			40,841.25	40,841.25			20,343.75	20,343.75				
07/01/2005	230,000.00	4.90%	40,841.25	270,841.25	75,000.00	7.75%	20,343.75	95,343.75	427,370.00	441,900.00	14,530.00	148,028.75
01/01/2006			35,206.25	35,206.25			17,437.50	17,437.50				
07/01/2006	245,000.00	5.00%	35,206.25	280,206.25	80,000.00	7.75%	17,437.50	97,437.50	430,287.50	441,475.00	11,187.50	159,216.25
01/01/2007			29,081.25	29,081.25			14,337.50	14,337.50				
07/01/2007	260,000.00	5.10%	29,081.25	289,081.25	85,000.00	7.75%	14,337.50	99,337.50	431,837.50	443,575.00	11,737.50	170,953.75
01/01/2008			22,451.25	22,451.25			11,043.75	11,043.75				
07/01/2008	270,000.00	5.20%	22,451.25	292,451.25	90,000.00	7.75%	11,043.75	101,043.75	426,990.00	438,200.00	11,210.00	182,163.75
01/01/2009			15,431.25	15,431.25			7,556.25	7,556.25				
07/01/2009	285,000.00	5.25%	15,431.25	300,431.25	95,000.00	7.75%	7,556.25	102,556.25	425,975.00	440,125.00	14,150.00	196,313.75
01/01/2010			7,950.00	7,950.00			3,875.00	3,875.00				
07/01/2010	300,000.00	5.30%	7,950.00	307,950.00	100,000.00	7.75%	3,875.00	103,875.00	423,650.00	438,900.00	15,250.00	211,563.75
Totals	\$3,635,000.00		\$1,798,123.75	\$5,433,123.75	\$1,205,000.00		\$912,337.50	\$2,117,337.50	\$7,550,461.25	\$7,762,025.00	\$211,563.75	

Gross Savings Adjusted For Reserve \$259,141.60  
Net Present Value Savings Adjusted For Reserve \$259,609.00  
Savings Ratio 7.14%

Multnomah County, Oregon  
Refunding Certificates of Participation, Series 1993A and Series 1993B  
Refunding of All of Series 1990A

<u>Date</u>	<u>Tax-Exempt</u>	<u>Taxable</u>	<u>Total</u>	<u>PV at 4.78037622%</u>
04/01/93	\$0.00	\$0.00	\$0.00	\$0.00
01/01/94	123,183.75	64,500.00	187,683.75	181,150.34
07/01/94	312,122.50	118,000.00	430,122.50	405,458.41
01/01/95	79,075.00	40,750.00	119,825.00	110,317.20
07/01/95	229,075.00	90,750.00	319,825.00	287,574.17
01/01/96	76,750.00	39,250.00	116,000.00	101,867.84
07/01/96	231,750.00	89,250.00	321,000.00	275,312.43
01/01/97	74,076.25	37,750.00	111,826.25	93,671.23
07/01/97	234,076.25	92,750.00	326,826.25	267,375.15
01/01/98	71,076.25	36,100.00	107,176.25	85,633.62
07/01/98	241,076.25	91,100.00	332,176.25	259,212.53
01/01/99	67,633.75	34,450.00	102,083.75	77,801.09
07/01/99	242,633.75	94,450.00	337,083.75	250,904.56
01/01/2000	63,958.75	32,350.00	96,308.75	70,012.91
07/01/2000	243,958.75	92,350.00	336,308.75	238,776.85
01/01/2001	60,043.75	30,250.00	90,293.75	62,611.40
07/01/2001	255,043.75	95,250.00	350,293.75	237,230.08
01/01/2002	55,656.25	27,975.00	83,631.25	55,315.60
07/01/2002	255,656.25	92,975.00	348,631.25	225,209.66
01/01/2003	51,056.25	25,700.00	76,756.25	48,425.72
07/01/2003	261,056.25	95,700.00	356,756.25	219,824.25
01/01/2004	46,121.25	23,250.00	69,371.25	41,746.99
07/01/2004	266,121.25	98,250.00	364,371.25	214,156.58
01/01/2005	40,841.25	20,343.75	61,185.00	35,121.57
07/01/2005	270,841.25	95,343.75	366,185.00	205,291.61
01/01/2006	35,206.25	17,437.50	52,643.75	28,824.32
07/01/2006	280,206.25	97,437.50	377,643.75	201,946.47
01/01/2007	29,081.25	14,337.50	43,418.75	22,676.34
07/01/2007	289,081.25	99,337.50	388,418.75	198,124.18
01/01/2008	22,451.25	11,043.75	33,495.00	16,686.26
07/01/2008	292,451.25	101,043.75	393,495.00	191,451.96
01/01/2009	15,431.25	7,556.25	22,987.50	10,923.30
07/01/2009	300,431.25	102,556.25	402,987.50	187,023.21
01/01/2010	7,950.00	3,875.00	11,825.00	5,359.78
07/01/2010	307,950.00	103,875.00	411,825.00	182,305.57
Totals	<u>\$5,433,123.75</u>	<u>\$2,117,337.50</u>	<u>\$7,550,461.25</u>	<u>\$5,095,323.20</u>



## DESCRIPTION OF ESCROW ACCOUNT

The composition of the escrow has not been determined yet. Depending upon whether there is negative arbitrage at the time of pricing, it will consist either of SLGS or open market direct obligations of the U.S. Treasury.

## **PRESENT VALUE SAVINGS TABLE**

The Present Value Savings are indicated on the Schedules displaying the Refunding Bonds.

## ITEMIZED ADMINISTRATIVE COSTS, EXPENSES AND FEES

An estimate of issuance costs are as follows:

Bond Counsel	\$
Financial Advisor	
Escrow Agent	
O/S printing and mailing	6,000
Rating Agency	15,000
Verification Agent	4,000
County out of pocket	
(What else?)	

## **FINANCIAL ADVISOR AND ISSUER CONTRACT**

The F.A. Contract between RFA and the County is being sent under separate cover.

**PRELIMINARY OR NEAR FINAL OFFICIAL STATEMENT**

As soon as a preliminary OS is available, the Treasury will be sent a copy.

**TO BE PROVIDED AFTER THE PRICING**

After the sale the Treasury will be provided:

OFFICIAL STATEMENT

FINAL PVS TABLE

ISSUER'S ARBITRAGE CERTIFICATE

BOND COUNSEL'S LEGAL OPINION

ESCROW VERIFICATION REPORT

UNDERWRITING AGREEMENT (BOND PURCHASE AGREEMENT)

FINANCIAL ADVISOR APPROVAL RECOMMENDATION

Meeting Date: APR 01 1993  
Agenda No.: R-2

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

SUBJECT: Resolution Declaring Intent to Reimburse

BCC Informal 3/30/93 Bcc Formal 4/01/93  
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

**ACTION REQUESTED:**

     INFORMATIONAL ONLY      POLICY DIRECTION   X   APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

This resolution declares Multnomah County's intent to reimburse itself from the proceeds of Certificates of Participation issues 1993A and 1993B for costs incurred prior to closing relating to the purchase of the Walnut Park Building.

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 24 PM 11:38  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

**SIGNATURES:**

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

OR

DEPARTMENT MANAGER Paul Boyer

(All accompanying documents must have required signatures)

*Certified true Copy of Resolution 93-89 delivered to Patricia Shaw on 4-8-93.*

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

In the matter of the Declaration of Official	)	
Intent to Reimburse Capital Expenditures with	)	<b>RESOLUTION</b>
proceeds of the Certificates of Participation,	)	<b>#93-89</b>
Series 1993A, issued to finance, in part, the	)	
acquisition of land and to remodel and construct	)	
improvements to Northeast Health Clinic.	)	

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") have adopted a Resolution authorizing the issuance and negotiated sale of Series 1993A Tax-Exempt Certificates of Participation (the "Certificates") in an amount not to exceed \$21,300,000 to finance the Northeast Health Clinic together with other projects and refundings of prior certificate of participation issues (the "Facilities"); and

WHEREAS, the Board reasonably expects that no funds from sources other than the Certificates of Participation proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the Board pursuant to their budget or financial policies with respect to certain capital expenditures to be advanced by the County for the financing of the Northeast Health Clinic and such expenditures are intended to be reimbursed from a portion of the proceeds of the Certificates;

**THEREFORE BE IT RESOLVED;**

1. The Board declares its Official Intent, on behalf of Multnomah County, Oregon, that the County reasonably expects to reimburse certain capital expenditures to be incurred in the financing of the Northeast Health Clinic with a portion of the proceeds of the Certificates.
2. The reasonable expectation of the Board is that the maximum amount of Certificates to be issued for reimbursement of expenditures is the sum of \$1,500,000.
3. This Declaration of Official Intent shall be reasonably available for public inspection within thirty (30) days after the date of adoption and approval of this Resolution in the administrative office of the Chair of the Board in the Portland Building 1120 S.W. Fifth, 14th Floor, Portland, Oregon 97214 and shall remain available for public inspection until the date of the issue of the Certificates of Participation.
4. This Declaration of Official intent is consistent with the budgetary and financial circumstances of the County. The use of proceeds of the Certificates of Participation for reimbursement shall occur not earlier than the date on which the capital expenditure is paid and not later than one (1) year after the date on which the Facilities are placed in service.



5. This Declaration of Official Intent is pursuant to United States Department of the Treasury Regulations Section 1.103-18.

ADOPTED this 1st day of April, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By [Signature]  
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By [Signature]  
County Counsel

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

In the matter of the Declaration of Official  
Intent to Reimburse Capital Expenditures with  
proceeds of the Certificates of Participation,  
Series 1993A, issued to finance, in part, the  
Northeast Health Clinic.

)  
)  
)  
)  
)  
)  
**RESOLUTION  
#93-**

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") have adopted a Resolution authorizing the issuance and negotiated sale of Series 1993A Tax-Exempt Certificates of Participation in an amount not to exceed \$17,770,000 to finance the Northeast Health Clinic together with other projects and refundings of prior certificate of participation issues (the "Facilities"); and

WHEREAS, the Board reasonably expects that no funds from sources other than the Certificates of Participation proceeds are, or are reasonably expected to be, reserved, allocated on a loan-term basis or otherwise set aside by the Board pursuant to their budget or financial policies with respect to certain capital expenditures to be advanced by the County for the financing of the Northeast Health Clinic and such expenditures are intended to be reimbursed from a portion of the proceeds of the Certificates of Participation;

**THEREFORE BE IT RESOLVED;**

1. The Board declares its Official Intent, on behalf of Multnomah County, Oregon, that the County reasonably expects to reimburse certain capital expenditures to be incurred in the financing of the Walnut Park Building with a portion of the proceeds of the Series 1993A Certificates of Participation.
2. The reasonable expectation of the Board is that the maximum amount of Certificates of Participation to be issued for reimbursement of expenditures is the sum of \$1,500,000.
3. This Declaration of Official Intent shall be reasonably available for public inspection within thirty (30) days after the date of adoption and approval of this Resolution in the administrative office of the Chair of the Board in the Portland Building 1120 S.W. Fifth, 14th Floor, Portland, Oregon 97214 and shall remain available for public inspection until the date of the issue of the Certificates of Participation.

4. This Declaration of Official intent is consistent with the budgetary and financial circumstances of the County. The use of proceeds of the Certificates of Participation for reimbursement shall occur not earlier than the date on which the capital expenditure is paid and not later than one (1) year after the date on which the Facilities are placed in service.

5. This Declaration of Official Intent is pursuant to United States Department of the Treasury Regulations Section 1.103-18.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1993.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By  \_\_\_\_\_  
County Counsel

Meeting Date: APR 01 1993  
Agenda No.: R-3

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**  
**(For Non-Budgetary Items)**

SUBJECT: Resolution Approving Issuance & Sale of Taxable COP's

BCC Informal 3/30/93 Bcc Formal 4/01/93  
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

**ACTION REQUESTED:**

     INFORMATIONAL ONLY      POLICY DIRECTION   X   APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of the authorizing and approving of the issuance and negotiated sale of the Series 1993B Taxable Certificates of Participation Approving and Authorizing Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement and designating an Authorized Officer.

This issue is an advanced refunding (refinancing) of current outstanding Taxable COP issue 1990A (Mead Bldg.) and new financing for Walnut Park (authorized December, 1992).

Savings attributed to the advance refunding could offset new financing costs of Gill Building First Floor and Columbia Villa. Walnut Park current lease payments would be used to pay annual payments of new issue.

(If space is inadequate, please use other side)

**SIGNATURES:**

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

OR

DEPARTMENT MANAGER *Paul Bryan*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 24 PM 1:38

(All accompanying documents must have required signatures)

*Certified true copy of Resolution delivered to Patricia Shaw  
on 4-8-93.*

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

In the matter of authorizing and approving )  
of the issuance and negotiated sale of the )  
Taxable Certificates of Participation, Series )  
1993B; approving the issuance of Certificates )  
pursuant to the County Health Systems Facilities )  
Master Lease-Purchase and Authorizing a Certificate )  
Purchase Agreement and a Final and Preliminary )  
Official Statement; and Designating an Authorized )  
Representative; Appointing Underwriter, Trustee, )  
Bond Counsel and Financial Advisor; )  
Approving of an Advance Refunding Plan. )

**RESOLUTION  
#93- 90**

WHEREAS, pursuant to Oregon Revised Statutes Sections 279.101 and 288.600, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desire to issue Taxable Certificates of Participation, Series 1993B (the "Certificates") for the following projects:

1. To finance a portion of the acquisition of the Walnut Park Building located at 5329 N.E. Martin Luther King Boulevard in Portland, Oregon known as the Multnomah County Northeast Health Clinic and to remodel and construct improvements to the Northeast Health Clinic, fund a Debt Service Reserve Account and to pay a portion of the costs of issuance of the Certificates. Approximately twenty-five percent (25%) of the Multnomah County Northeast Health Clinic is currently occupied by private tenants. That portion of the project must be financed with taxable certificates. The total estimated cost of the taxable portion of acquisition and improvements to the Northeast Health Clinic shall not exceed \$1,000,000; and

2. To pay principal and accruing interest on a portion of the outstanding Multnomah County, Oregon Taxable Certificates of Participation, Series 1990A (Mead Building Project) maturing January 1, 1994 through and including January 1, 1998 and to pay principal and accruing interest plus a premium of two-percent (2%) on January 1, 1998 on a portion of the outstanding Series 1990A Certificates of Participation maturing January 1, 1999 through and including January 1, 2010. The Series 1990A Certificates of Participation are dated January 1, 1990 and were issued in the original principal amount of \$4,185,000. Approximately twenty-five percent (25%) of the Mead Building is currently occupied by private tenants. That portion of the refunding must be financed with taxable certificates of participation. The total estimated cost of refunding the taxable portion of the Series 1990A Certificates shall not exceed \$1,500,000; and

WHEREAS, the Board does not intend or represent that the interest on the Taxable Certificates of Participation, Series 1993B, will be excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the Board is not obligated to take any action to attempt to secure any such exclusion.

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such acquisition of land and building, improvements, remodeling, equipment and refinancings of prior issues (the "Project") through the issuance of Taxable Certificates of Participation under the Master Lease-Purchase Agreement (the "Agreement") to be entered into between Multnomah County (the "County") and a Trustee (the "Trustee") and the Board determines that the proposed issuance of the Certificates of Participation, Series 1993B is in the best interest of the County;

THEREFORE BE IT RESOLVED THAT:

Section 1. Issuance of Series 1993B Certificates of Participation. The Board does authorize the issuance and private negotiated sale of taxable Certificates of Participation, Series 1993B, in an amount not to exceed \$2,500,000 (the "Certificates") to finance the Project and to fund, in part, a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates. The Board authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representative") to determine and designate the dated date, the maturity dates, but not to exceed twenty (20) years from date of issue, the principal serial maturities, the optional redemption dates and premiums, if any, the term bond maturity or maturities, with or without premium, and to determine the interest payment dates and interest rates not to exceed a net effective rate of nine percent (9%), underwriter's discount and original issue discount, and to confirm and certify the allocation of governmental/private use of the Northeast Health Clinic and the Mead Building, and to determine such other provisions as are deemed necessary and desirable for the sale and issuance of the Certificates.

Section 2. Title and Execution of Certificates. The Certificates shall be entitled "Multnomah County, Oregon Taxable Certificates of Participation, Series 1993B" and shall bear the manual authentication signature of the Trustee. The Certificates shall be initially issued in book-entry form as a single typewritten certificate for each single maturity and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry-only form. The Certificates will be issued without certificates being made available to the certificate holders.

Section 3. Book-Entry-Only System. Ownership of the Certificates shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Certificates shall be initially issued in the form of a separate, single, fully registered type-written certificate for each maturity of the Certificates (the "Global

Certificates"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Certificates of Participation, Series 1993B, issue. The Paying Agent shall remit payment for the maturing principal and interest on the Certificates to the Registered Owner for distribution by the Nominee for the benefit of the certificate holder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Certificates are in book-entry-only form, the Certificates will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representations to induce the Depository to accept the Certificates as eligible for deposit at the Depository. The Underwriters for the Certificate issue are authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Certificates other than the Registered Owners of the Certificates as shown on the registration books maintained by the Paying Agent and Registrar. The Paying Agent and Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Certificates for the Depository's book-entry-only system.

In the event:

(a) the Depository determines not to continue to act as securities depository for the Certificates, or

(b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry-only system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Certificates shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Registrar and thereafter in the name or names of the owners of the Certificates transferring or exchanging Certificates in accordance with the provisions of Section 12 herein.

With respect to Certificates registered in the registration books maintained by the Paying Agent and Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Registrar shall have no responsibility or obligation to any participant

or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Certificates,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Registrar, of any notice with respect to the Certificates, including any notice of redemption,

(iii) the selection by the Depository of the beneficial interest in Certificates to be redeemed in the event the County redeems the Certificates in part, or

(iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Certificates as shown in the registration books maintained by the Paying Agent and Registrar, of any amount with respect to principal or interest on the Certificates. Notwithstanding the book-entry-only system, the County may treat and consider the Registered Owner in whose name each Certificate is registered in the registration books maintained by the Paying Agent and Registrar as the Registered Owner and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, or for the purpose of giving notices of redemption and other matters with respect to such Certificate, or for the purpose of registering transfers with respect to such Certificate, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Certificates only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Certificate of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Registrar.

Section 4. Negotiated Sale of Certificates. The Authorized Representative is authorized to negotiate and execute, on behalf of the County, a Certificate Purchase Agreement with the Underwriter for the purchase of the Series 1993B Certificates. Regional Financial Advisors is appointed Expert Advisor to the County for the negotiated sale of the Series 1993B Certificates.



Section 5. Issuance of the Certificates Pursuant to the Master Agreement. The Board does approve of the issuance of Certificates pursuant to the County Health Systems Master Lease-Purchase Agreement dated as of May 1, 1993 (the "Master Agreement").

Section 6. Budget Appropriations. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners shall include such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

Section 7. Establishment of Trust Accounts. The Board does authorize the establishment of certain trust accounts as provided in the Master Agreement including the "Multnomah County, Oregon Series 1993B Certificates of Participation Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient to provide for any deficiency in the amount of the Lease Payments due during that ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

Section 8. Security for the Certificates. The Certificates shall be secured by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities.

Section 9. Designation of Trustee, Paying Agent and Registrar, Bond Counsel, and Financial Advisor. The County does designate and appoint Bank of America Oregon as the Trustee and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof. The County does appoint the law firm of Rankin Mersereau and Shannon of Portland, Oregon as Bond Counsel for the issuance of the Series 1993B Certificates. Regional Financial Advisors is appointed Financial Advisor to the County for the issuance of the Series 1993B Certificates.

Section 10. Payment of Certificates. If the book-entry-only system has been discontinued, then the principal of the Certificates shall be payable upon presentation of the Certificates at maturity at the principal corporate trust office of the Paying Agent in Portland, Oregon. Payment of each installment of interest due shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the County maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding any interest payment date.

Section 11. Form of Certificates. The Certificates shall be issued substantially in the form as approved by the County, Financial Advisor to the County and Bond Counsel.

Section 12. Transfer of Certificates. If the book-entry-only system is discontinued the Certificates will be issued in printed certificate form. Then the Certificates are transferable, or subject to exchange, for fully registered Certificates in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The Registrar shall maintain a record of the names and addresses of the registered owners of the Certificates. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All certificates issued upon transfer of or in exchange for Certificates shall be valid obligations of the County evidencing the same debt and shall be entitled to the same benefits as the Certificates surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the County. The Registrar shall not be required to transfer or exchange any Certificates after the close of business on the 15th day of the month next preceding any interest payment date or transfer or exchange any Certificate called or being called for redemption.

Section 13. Covenant as to Arbitrage. The proceeds of the Certificates shall be used and invested in such manner that the Certificates shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations. The County covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Certificates and in the investment and expenditure of the proceeds thereof which would result in the interest on the Certificates becoming taxable for federal income tax purposes.

Section 14. Irrevocable Call and Redemption of Prior Certificates. The County does irrevocably call and redeem the principal of the Series 1990A Taxable Certificates of Participation (Mead Building Project)(the "Series 1990A Certificates") on the first optional redemption date of the Series 1990A Certificates. This irrevocable call and redemption is subject to the sale and delivery of the Series 1993B Certificates and the full funding of the Escrow Fund as provided in the Lease-Purchase and Escrow Agreement.

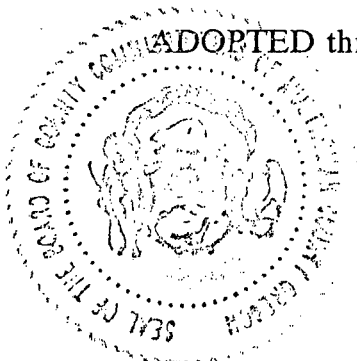
Section 15. Effect of Refunding on Prior Certificates. The Board determines that, upon deposit into the Escrow Fund of Government Obligations in an amount calculated to be sufficient to pay a portion of the principal and accruing interest on the Series 1990A

Certificates such deposit shall fully defease that portion of the principal amounts of the 1990A Certificates in the manner as set forth in this Resolution. The funds on deposit in the Escrow Fund for the redemption and payment of the refunded principal of such Series 1990A Certificates shall be deducted from the amount of outstanding indebtedness of the County. In addition, such principal amounts of the Series 1990A Certificates shall be deemed fully defeased for the purpose of any statutory debt limitation.

Section 16. Appointment of Underwriters. The County does designate and appoint Lehman Brothers Division of Shearson Lehman Brothers Inc. as Underwriters of the private negotiated sale of the Series 1993B Certificates of Participation.

Section 17. Preliminary and Final Official Statement. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. The Authorized Representative may "deem final" the Preliminary Official Statement for purposes of SEC Rule 15c2-12 when the Authorized Representative is satisfied that the tax requirements for such designation have been satisfied. When the Authorized Representative has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Representative may certify the accuracy of the Official Statement on behalf of the County.

Section 18. Execution of Documents. The County does authorize the Authorized Representative of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.



ADOPTED this 1st day of April, 1993.

**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By [Signature] for  
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By [Signature]  
County Counsel

(scg)clients\multco\cop1993B.res

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

In the matter of authorizing and approving  
of the issuance and negotiated sale of the  
Series 1993B Taxable Certificates of  
Participation; approving and authorizing  
a Lease-Purchase and Escrow Agreement,  
a Certificate Purchase Agreement and a  
Final and Preliminary Official Statement;  
and Designating an Authorized  
Representative.

**RESOLUTION  
#93-**

WHEREAS, pursuant to Oregon Revised Statutes Sections 279.101 and 288.600, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desire to issue Taxable Certificates of Participation, Series 1993B (the "Certificates") for the following projects:

1. To finance a portion of the acquisition of the Walnut Park Building located at 5329 N.E. Martin Luther King Boulevard in Portland, Oregon known as the Multnomah County Northeast Health Clinic and to remodel and construct improvements to the Northeast Health Clinic, fund a Debt Service Reserve Account and to pay a portion of the costs of issuance of the Certificates. Approximately twenty-five percent (25%) of the Multnomah County Northeast Health Clinic is currently occupied by private tenants. That portion of the project must be financed with taxable certificates. The total estimated cost of the taxable portion of acquisition and improvements to the Northeast Health Clinic shall not exceed \$820,000; and

2. To pay principal and accruing interest on a portion of the outstanding Multnomah County, Oregon Taxable Certificates of Participation, Series 1990A (Mead Building Project) maturing January 1, 1994 through and including January 1, 1998 and to pay principal and accruing interest plus a premium of two-percent (2%) on January 1, 1998 on a portion of the outstanding Series 1990A Certificates of Participation maturing January 1, 1999 through and including January 1, 2010. The Series 1990A Certificates of Participation are dated January 1, 1990 and were issued in the original principal amount of \$4,185,000. Approximately twenty-five percent (25%) of the Mead Building is currently occupied by private tenants. That portion of the refunding must be financed with taxable certificates of

participation. The total estimated cost of refunding the taxable portion of the Series 1990A Certificates shall not exceed \$1,205,000; and

WHEREAS, the Board does not intend or represent that the interest on the Taxable Certificates of Participation, Series 1993B, will be excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the Board is not obligated to take any action to attempt to secure any such exclusion.

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such acquisition of land and building, improvements, remodeling, equipment and refinancings of prior issues (the "Project") through the issuance of Taxable Certificates of Participation under a Lease-Purchase and Escrow Agreement to be entered into between Multnomah County (the "County") and a Vendor and Escrow Agent (the "Vendor") and the Board determines that the proposed issuance of the Certificates of Participation, Series 1993B is in the best interest of the County;

THEREFORE BE IT RESOLVED THAT:

Section 1. Issuance of Series 1993B Certificates of Participation. The Board does authorize the issuance and private negotiated sale of taxable Certificates of Participation, Series 1993B, in an amount not to exceed \$2,025,000 (the "Certificates") to finance the Project and to fund, in part, a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates. The Board authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representative") to determine and designate the dated date, the maturity dates, but not to exceed twenty (20) years from date of issue, the principal serial maturities, the optional redemption dates and premiums, if any, the term bond maturity or maturities, with or without premium, and to determine the interest payment dates, underwriter's discount and original issue discount, and the allocation of governmental/private use of the Northeast Health Clinic and the Mead Building, and to determine such other provisions as are deemed necessary and desirable for the sale and issuance of the Certificates.

Section 2. Title and Execution of Certificates. The Certificates shall be entitled "Multnomah County, Oregon Taxable Certificates of Participation, Series 1993B" and shall bear the manual signature of the Vendor and Escrow Agent. The Certificates shall be initially issued in book-entry form as a single typewritten certificate for each single maturity and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry-only form. The Certificates will be issued without certificates being made available to the certificate holders.

Section 3. Book-Entry-Only System. Ownership of the Certificates shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Certificates shall be initially issued in the form of a separate, single, fully registered type-written certificate for each maturity of the Certificates (the "Global Certificates"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Certificates of Participation, Series 1993B, issue. The Paying Agent shall remit payment for the maturing principal and interest on the Certificates to the Registered Owner for distribution by the Nominee for the benefit of the certificate holder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Certificates are in book-entry-only form, the Certificates will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representations to induce the Depository to accept the Certificates as eligible for deposit at the Depository. The Underwriters for the Certificate issue are authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Certificates other than the Registered Owners of the Certificates as shown on the registration books maintained by the Paying Agent and Registrar. The Paying Agent and Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Certificates for the Depository's book-entry-only system.

In the event:

(a) the Depository determines not to continue to act as securities depository for the Certificates, or

(b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry-only system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Certificates shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Registrar and thereafter in the

name or names of the owners of the Certificates transferring or exchanging Certificates in accordance with the provisions of Section 12 herein.

With respect to Certificates registered in the registration books maintained by the Paying Agent and Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Certificates,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Registrar, of any notice with respect to the Certificates, including any notice of redemption,

(iii) the selection by the Depository of the beneficial interest in Certificates to be redeemed in the event the County redeems the Certificates in part, or

(iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Certificates as shown in the registration books maintained by the Paying Agent and Registrar, of any amount with respect to principal or interest on the Certificates. Notwithstanding the book-entry-only system, the County may treat and consider the Registered Owner in whose name each Certificate is registered in the registration books maintained by the Paying Agent and Registrar as the Registered Owner and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, or for the purpose of giving notices of redemption and other matters with respect to such Certificate, or for the purpose of registering transfers with respect to such Certificate, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Certificates only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Certificate of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Registrar.

Section 4. Negotiated Sale of Certificates. The Authorized Representative is authorized to negotiate and execute, on behalf of the County, a Certificate Purchase Agreement with the Underwriter for the purchase of the Series 1993B Certificates.

Section 5. Execution of Lease-Purchase Agreement. The Board does approve of the Lease-Purchase and Escrow Agreement dated as of \_\_\_\_\_, 1993 (the "Agreement") and does authorize the Authorized Representative to execute the Agreement on behalf of the County.

Section 6. Budget Appropriations. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners shall include such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

Section 7. Establishment of Trust Accounts. The Board does authorize the establishment of certain trust accounts as provided in the Agreement including the "Multnomah County, Oregon Series 1993B Certificates of Participation Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient to provide for any deficiency in the amount of the Lease Payments due during that ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

Section 8. Security for the Certificates. The Certificates shall be secured by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities.



Section 9. Designation of Vendor, Escrow Agent, and Paying Agent and Registrar. The County does designate and appoint Bank of America Oregon as the Vendor, Escrow Agent and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof.

Section 10. Payment of Certificates. If the book-entry-only system has been discontinued, then the principal of the Certificates shall be payable upon presentation of the Certificates at maturity at the principal corporate trust office of the Paying Agent in Portland, Oregon. Payment of each installment of interest due shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the County maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding any interest payment date.

Section 11. Form of Certificates. The Certificates shall be issued substantially in the form as approved by the County, Financial Advisor to the County and Bond Counsel.

Section 12. Transfer of Certificates. If the book-entry-only system is discontinued the Certificates will be issued in printed certificate form. Then the Certificates are transferable, or subject to exchange, for fully registered Certificates in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The Registrar shall maintain a record of the names and addresses of the registered owners of the Certificates. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All certificates issued upon transfer of or in exchange for Certificates shall be valid obligations of the County evidencing the same debt and shall be entitled to the same benefits as the Certificates surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the County. The Registrar shall not be required to transfer or exchange any Certificates after the close of business on the 15th day of the month next preceding any interest payment date or transfer or exchange any Certificate called or being called for redemption.

Section 13. Irrevocable Call and Redemption of Prior Certificates. The County does irrevocably call and redeem the principal of the Series 1990A Taxable Certificates of Participation (Mead Building Project)(the "Series 1990A Certificates") on the first optional redemption date of the Series 1990A Certificates. This irrevocable call and redemption is subject to the sale and delivery of the Series 1993B Certificates and the full funding of the Escrow Fund as provided in the Lease-Purchase and Escrow Agreement.

Section 14. Effect of Refunding on Prior Certificates. The Board determines that, upon deposit into the Escrow Fund of Government Obligations in an amount calculated to be sufficient to pay a portion of the principal and accruing interest on the Series 1990A Certificates such deposit shall fully defease that portion of the principal amounts of the 1990A Certificates in the manner as setforth in this Resolution. The funds on deposit in

the Escrow Fund for the redemption and payment of the refunded principal of such Series 1990A Certificates shall be deducted from the amount of outstanding indebtedness of the County. In addition, such principal amounts of the Series 1990A Certificates shall be deemed fully defeased for the purpose of any statutory debt limitation.

Section 15. Appointment of Underwriters. The County does designate and appoint Lehman Brothers Division of Shearson Lehman Brothers, Inc. as Underwriters of the private negotiated sale of the Series 1993B Certificates of Participation.

Section 16. Preliminary and Final Official Statement. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. When the Authorized Representative has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Representative may certify the accuracy of the Official Statement on behalf of the County.

Section 17. Execution of Documents. The County does authorize the Authorized Representative of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

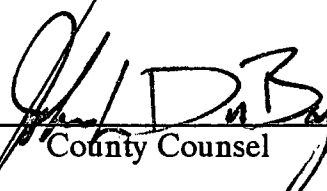
ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1993.

**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By \_\_\_\_\_  
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By  \_\_\_\_\_  
County Counsel

Meeting Date: April 1, 1993

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: IGA for Transfer of Cable Commission Funds

BCC Informal 3/30/93  
(date)

BCC Formal 4/1/93  
(date)

DEPARTMENT DES

DIVISION Cable Regulatory Office

CONTACT Julie S. Omelchuck

TELEPHONE 248-3576

PERSON(S) MAKING PRESENTATION Julie S. Omelchuck

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Intergovernmental Agreement transferring the Multnomah Cable Regulatory Commission Fund from the County to the City of Portland. The IGA implements the Agreement approved by the County Commission February 11, 1993, which created the Consolidated Cable Communications Commission.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER BH Willis

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 22 PM 4:57  
MULTNOMAH COUNTY  
OREGON

(All accompanying documents must have required signatures)

*Original OGA sent to Julie Omelchuck on 4-12-93.*



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301973

Amendment # \_\_\_\_\_

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-4</u> DATE <u>4/1/93</u></p> <p><u>Carrie A. Parkerson</u></p> <p><b>BOARD CLERK</b></p>
---	---	--

Contact Person BETSY WILLIAMS Phone 248-5000 Date 3/19/93

Department DES Division ADMIN Bldg/Room 4/2/93

Description of Contract IGA to transfer CABLE Regulatory Commission Fund from Multnomah County to the City of Portland.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland

Mailing Address Treasury Division

Bldg. 131, Rm. 203

Phone 823-4220

Employer ID # or SS # \_\_\_\_\_

Effective Date 4/1/93

Termination Date 4/30/93

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 3,454,778.73 (est.)

## Payment Term

☒ Lump Sum \$ 3,454,778.73 (estimated)

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager BH Wallie

Purchasing Director  
(Class II Contracts Only) LD DuBay

County Counsel LD DuBay

County Chair/Sheriff LD DuBay

Date 3/22/93

Date \_\_\_\_\_

Date 3/22/93

Date 4/1/93

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT			
				CITY OF PORTLAND					\$		3,454,778.73	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION		AMOUNT	INC/ DEC IND
01.	163	030	7205						TRANSFER FUND		3,454,778.73	
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**Intergovernmental Agreement Regarding  
the Transfer of the Fiscal  
Administration of the Multnomah County  
Cable Fund to the City of Portland**

This Agreement is between Multnomah County ("County" herein) and the City of Portland ("City" herein) as follows:

Recitals:

Whereas, the Consolidated Cable Communications Commission has been created by intergovernmental agreement among the Cities of Portland, Gresham, Troutdale, Fairview, and Wood Village and Multnomah County effective February 11, 1993;

And whereas, the Commission has contracted with the City for administrative and financial management support services effective March 15, 1993;

And whereas, the Commission has terminated the administrative support services agreement with the County effective March 31, 1993.

Now therefore, the County and the City agree as follows:

Agreement:

The terms of this agreement to transfer the fiscal administration of the Multnomah County Cable Fund to the City shall be from April 1, 1993 to May 31, 1993. City shall assume fiscal administrative responsibility for the Consolidated Cable Communications Commission on April 1, 1993. The County shall transfer the sum of \$3,454,778.73 consisting of the settlement funds and operational funds. The County shall retain \$100,000 from these funds for expenses incurred prior to April 1, 1993 but not yet paid.

As fiscal agent, County acknowledges that liability for Multnomah County Cable Fund expenditures incurred through March 31, 1993, remains the responsibility of the County. Payroll, invoices, bills, statements, etc., for goods, services, etc., incurred prior to March 31, 1993, and consistent with the existing Multnomah County Cable Fund budget shall be forwarded to the County for payment. County agrees to promptly pay any and all such bills, statements, and invoices; City assumes no responsibility and will make no payment for any activity prior to April 1, 1993. County agrees to hold City harmless from liability for Multnomah County Cable Fund expenditures incurred through March 31, 1993.

County and City acknowledges the need for the County to have a reasonable period of time after March 31, 1993, to record all accounting transactions and transfer remaining funds to the City. A period of 30 days is deemed to be reasonable. Therefore, on or before April 30, 1993 a final accounting will be completed and all remaining monies of the Multnomah County Cable Fund will be transferred to the City.

It is further understood and agreed should some unforeseen invoice, bill, statement, etc. for goods, services, etc. incurred through March 31, 1993, be received after the transfer of monies to the City, County will pay obligations and request reimbursement from City. All reimbursements must be supported by appropriate documentation.

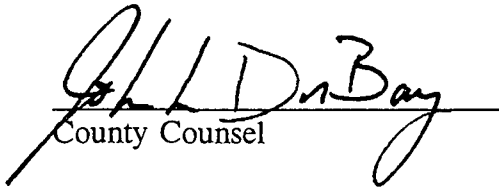
It is also further understood and agreed should some unforeseen revenue be received by the County after the transfer of monies to the City, the County will pay over any such revenue to the City.

This agreement will be effective upon adoption by the City and the County. Signed this \_\_\_\_\_ day of March, 1993.

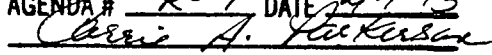
  
Chair, County Commission

\_\_\_\_\_  
Mayor, City of Portland

Reviewed:

  
County Counsel

\_\_\_\_\_  
Auditor, City of Portland

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 4-1-93  
  
BOARD CLERK

\_\_\_\_\_  
City Attorney  
Approved as to form



CITY OF

# PORTLAND, OREGON

OFFICE OF CITY AUDITOR

Barbara Clark, City Auditor  
Council/Contracts Division  
1220 S.W. 5th, Rm. 202  
Portland, Oregon 97204  
(503) 823-4082  
Fax: (503) 823-4571

April 13, 1993

Carrie Parkerson  
Clerk of the Board  
Multnomah County  
106/1510

Dear Ms. Parkerson:

Enclosed are triplicate copies of Intergovernment Agreement authorizing transfer of fiscal administration of Multnomah County Cable Fund, as authorized by Ordinance No. 166376.

Will you please have the proper official sign all three copies of the Agreement, which have already been executed by the City of Portland officials, and return two copies to the Auditor, Room 202, City Hall, Portland, 97204. It is my understanding that the County Commission has already approved this Agreement.

Your prompt attention to this matter will be appreciated.

Yours truly,

Toni M. Anderson  
Deputy Auditor

TMA:pd  
Enclosures

BOARD OF  
COUNTY COMMISSIONERS  
1993 APR 16 AM 7:13  
MULTNOMAH COUNTY  
OREGON

**Intergovernmental Agreement Regarding  
the Transfer of the Fiscal  
Administration of the Multnomah County  
Cable Fund to the City of Portland**

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And whereas, the Commission has terminated the administrative support services agreement with the County effective March 31, 1993.

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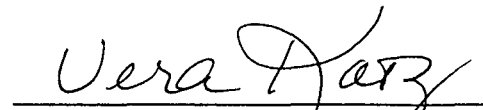
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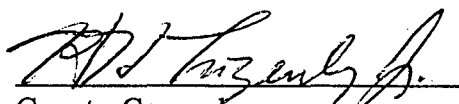
It is also further understood and agreed should some unforeseen revenue be received by the County after the transfer of monies to the City, the County will pay over any such revenue to the City.

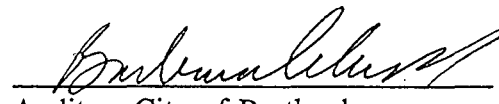
This agreement will be effective upon adoption by the City and the County. Signed this \_\_\_\_\_ day of March, 1993.

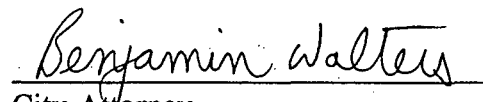
  
Acting Chair, Multnomah County  
Commission

  
Mayor, City of Portland

Reviewed:

  
County Counsel

  
Auditor, City of Portland

  
City Attorney  
Approved as to form

# ORDINANCE No. 166376

- \* Authorize transfer of fiscal administration of Multnomah County Cable Fund by Intergovernmental Agreement (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

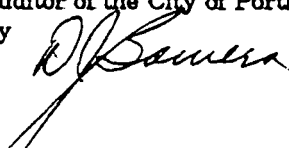
1. The City of Portland has joined the Multnomah Cable Regulatory Commission, creating the Consolidated Cable Communications Commission, by intergovernmental agreement with the cities of Gresham, Troutdale, Fairview and Wood Village and Multnomah County, effective February 11, 1993.
2. The Consolidated Cable Communications Commission has contracted with the City of Portland for administrative and financial services, effective March 15, 1993.
3. The Multnomah Cable Regulatory Commission previously contracted with Multnomah County for administrative and financial services.
4. The Consolidated Cable Communications Commission has terminated the administrative support services contract with Multnomah County, effective March 31, 1993.
5. The City of Portland and Multnomah County should enter into an intergovernmental agreement for the orderly transfer of the Consolidated Cable Communications Commission's financial resources from Multnomah County to the City.

NOW, THEREFORE, the Council directs:

- a. The Auditor and the Mayor are authorized and directed to execute, on behalf of the City, an intergovernmental agreement with Multnomah County, similar in form to Exhibit A, attached to this ordinance.

Section 2. The Council declares that an emergency exists because any delay in transferring the Cable Commission's financial resources will result in delays in paying the Commission's financial obligations, such as distributing franchise fees to the participating jurisdictions; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council **MAR 31 1993**  
Commissioner Charlie Hales  
MBHenry/BW:nj  
March 23, 1993  
cable/misc.bew/cbliga-2.ord

**BARBARA CLARK**  
Auditor of the City of Portland  
By  Deputy

**Intergovernmental Agreement Regarding  
the Transfer of the Fiscal  
Administration of the Multnomah County  
Cable Fund to the City of Portland**

This Agreement is between Multnomah County ("County" herein) and the City of Portland ("City" herein) as follows:

Recitals:

Whereas, the Consolidated Cable Communications Commission has been created by intergovernmental agreement among the Cities of Portland, Gresham, Troutdale, Fairview, and Wood Village and Multnomah County effective February 11, 1993;

And whereas, the Commission has contracted with the City for administrative and financial management support services effective March 15, 1993;

And whereas, the Commission has terminated the administrative support services agreement with the County effective March 31, 1993.

Now therefore, the County and the City agree as follows:

Agreement:

The terms of this agreement to transfer the fiscal administration of the Multnomah County Cable Fund to the City shall be from April 1, 1993 to May 31, 1993. City shall assume fiscal administrative responsibility for the Consolidated Cable Communications Commission on April 1, 1993. The County shall transfer the sum of \$3,454,778.73 consisting of the settlement funds and operational funds. The County shall retain \$100,000 from these funds for expenses incurred prior to April 1, 1993 but not yet paid.

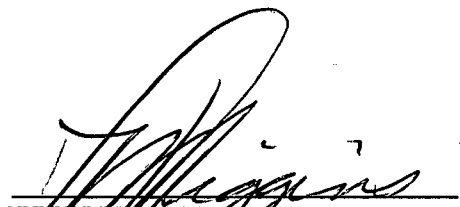
As fiscal agent, County acknowledges that liability for Multnomah County Cable Fund expenditures incurred through March 31, 1993, remains the responsibility of the County. Payroll, invoices, bills, statements, etc., for goods, services, etc., incurred prior to March 31, 1993, and consistent with the existing Multnomah County Cable Fund budget shall be forwarded to the County for payment. County agrees to promptly pay any and all such bills, statements, and invoices; City assumes no responsibility and will make no payment for any activity prior to April 1, 1993. County agrees to hold City harmless from liability for Multnomah County Cable Fund expenditures incurred through March 31, 1993.


County and City acknowledges the need for the County to have a reasonable period of time after March 31, 1993, to record all accounting transactions and transfer remaining funds to the City. A period of 30 days is deemed to be reasonable. Therefore, on or before April 30, 1993 a final accounting will be completed and all remaining monies of the Multnomah County Cable Fund will be transferred to the City.

It is further understood and agreed should some unforeseen invoice, bill, statement, etc. for goods, services, etc. incurred through March 31, 1993, be received after the transfer of monies to the City, County will pay obligations and request reimbursement from City. All reimbursements must be supported by appropriate documentation.

It is also further understood and agreed should some unforeseen revenue be received by the County after the transfer of monies to the City, the County will pay over any such revenue to the City.

This agreement will be effective upon adoption by the City and the County. Signed this \_\_\_\_\_ day of March, 1993.


  
Chair, Multnomah County Commission  
Acting Chair, Multnomah County  
Commission

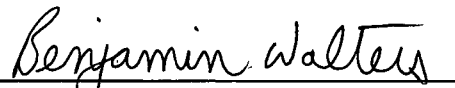
  
Mayor, City of Portland

Reviewed:

  
County Counsel

  
Auditor, City of Portland

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 4-1-93  
  
BOARD CLERK

  
City Attorney  
Approved as to form

# ORDINANCE No. 166376

- \* Authorize transfer of fiscal administration of Multnomah County Cable Fund by Intergovernmental Agreement (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

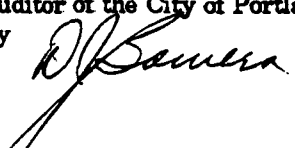
1. The City of Portland has joined the Multnomah Cable Regulatory Commission, creating the Consolidated Cable Communications Commission, by intergovernmental agreement with the cities of Gresham, Troutdale, Fairview and Wood Village and Multnomah County, effective February 11, 1993.
2. The Consolidated Cable Communications Commission has contracted with the City of Portland for administrative and financial services, effective March 15, 1993.
3. The Multnomah Cable Regulatory Commission previously contracted with Multnomah County for administrative and financial services.
4. The Consolidated Cable Communications Commission has terminated the administrative support services contract with Multnomah County, effective March 31, 1993.
5. The City of Portland and Multnomah County should enter into an intergovernmental agreement for the orderly transfer of the Consolidated Cable Communications Commission's financial resources from Multnomah County to the City.

NOW, THEREFORE, the Council directs:

- a. The Auditor and the Mayor are authorized and directed to execute, on behalf of the City, an intergovernmental agreement with Multnomah County, similar in form to Exhibit A, attached to this ordinance.

Section 2. The Council declares that an emergency exists because any delay in transferring the Cable Commission's financial resources will result in delays in paying the Commission's financial obligations, such as distributing franchise fees to the participating jurisdictions; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **MAR 31 1993**  
Commissioner Charlie Hales  
MBHenry/BW:nj  
March 23, 1993  
cable\misc.bew\cbliga-2.ord

**BARBARA CLARK**  
Auditor of the City of Portland  
By  Deputy

Meeting Date: APR 01 1993

APR 08 1993

Agenda No.: R-5

R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: EMS Ambulance User Fees

BCC Informal \_\_\_\_\_ BCC Formal April 1, 1993  
(date) (date)

DEPARTMENT: Health DIVISION: Regulatory Health

CONTACT: Bill Collins TELEPHONE: 248-3220

PERSON(S) MAKING PRESENTATION Bill Collins

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

An ordinance establishing Emergency Medical Services (EMS) User Fees. This ordinance requires payment of fees based upon the provider's percentage of 911 medical transports adjusted for collectability of patient charges. Approval of this ordinance is required to allow EMS to collect user fees. This ordinance covers user fees for fiscal year 1992-93.

4/8/93 copies to Bill Collins  
4/12/93 copies to Ordinance Distribution List

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

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

*Billi Adegoke (sp)*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 22 PM 4:44  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

Ordinance Title: EMS Ambulance User Fees

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

To continue the requirement of user fees, paid by ambulance companies, to support the EMS office.

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

N/A

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

Used in many jurisdictions to fund regulatory programs.

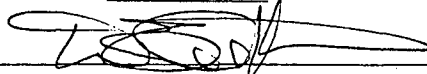
What is the fiscal impact, if any?

Provides necessary funds to operate the EMS office. The office receives no general fund support.

(If space is inadequate, please use other side)

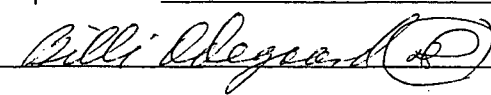
SIGNATURES:

Person Filling Out Form: \_\_\_\_\_



Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 758

An ordinance establishing Emergency Medical Services (EMS) User Fees to be paid by Licensees and incorporating the fees into MCC Chapter 5.10 (County Fees).

(Language in brackets [ ] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

SECTION I. Purpose

A. MCC 6.32.040(B)(4) authorizes the Board of County Commissioners to establish user fees for licensees to support the Emergency Medical Services (EMS) Program.

B. The EMS Director recommends the Board adopt the fee formula as described in this ordinance and Attachment A.

C. The fees described in Attachment A are derived from the activities of all current licensees during the previous fiscal year and are based on fair pro rata share of the costs of providing the EMS Program.

SECTION II. Amendment to MCC 5.10

MCC 5.10 is amended by the addition of MCC 5.10.350 as follows:

MCC 5.10.350, Emergency Medical Services User Fees for Fiscal Year 1992-1993.

(A) Pursuant to MCC 6.32.040(B)(4), there are hereby established Emergency Medical Services user fees for

03/18/93:1



fiscal year 1992-1993. Each licensee listed in paragraph (D) of this section shall pay a user fee as provided in this section.

(B) Licensees under the EMS Program for fiscal year 1992-1993 are the following companies: A A Ambulance; Buck Medical Services; Care Ambulance/Tualitin Valley Ambulance and Metro West Ambulance.

(C) The formula for the user fee to be paid by each licensee is:\_\_\_\_\_

(Regulatory Program Budget for the Fiscal Year \_\_\_\_\_ X  
(The proportion of the system's total transports provided by that licensee as adjusted for collections.)

(D) User fees for fiscal year 1992-1993 are as follows:

<u>(1) A A Ambulance</u>	<u>. . . . . \$62,711</u>
<u>(2) Buck Medical Services</u>	<u>. . . . . 95,227</u>
<u>(3) Care Ambulance/TVA</u>	<u>. . . . . 74,324</u>
<u>(4) Metro West Ambulance</u>	<u>. . . . . 200</u>

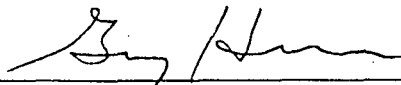
(E) Failure to make payments to Multnomah County as required by this section may be grounds for license revocation or suspension and reassignment of the licensee's ambulance

03/18/93:1


1 service area, subject to the procedures in MCC 6.32.165  
2 and 6.32.180.

3 ADOPTED this 8th day of April, 1993, being  
4 the date of its second reading before the Board of County  
5 Commissioners of Multnomah County, Oregon.



6  
7   
8 for Gladys McCoy, Chair  
9 Multnomah County, Oregon  
Gary Hansen, Vice-Chair

10 LAURENCE KRESSEL, COUNTY COUNSEL  
11 FOR MULTNOMAH COUNTY, OREGON

12 By   
13 Matthew O. Ryan  
14 Assistant County Counsel

15 D:\WPDATA\FOURTEEN\EMSFEES.ORD\dp  
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03/18/93:1

## ATTACHMENT A

### EMS User Fees

(A) Licensees' user fees have been calculated based on the following factors:

1. The total number of patients transported by all licensees and by each licensee as a result of 9-1-1 dispatch. For purposes of this rule, a 9-1-1 dispatch means any medical incident assigned an EMS incident number.
2. Bureau of Emergency Communications' records for the period of July 1, 1991, through June 30, 1992, exclusive of the period April 1, 1992, through April 31, 1992.
3. The EMS Regulatory Program budget of \$232,462 for the County's 1992-3 fiscal year.

(B) The formula for the user fee to be paid by each licensee is:

(Regulatory Program Budget X (The percent of the system's total  
for the Fiscal Year) transports provided by that  
licensee as adjusted for collections)

The collection rates used for adjusting transports are:

AA 53.9%

Buck 53.4%

CARE 62.1%

These percentages are based on 1991 data.

1 (C) Transport volumes for the base period were:

2	<u>Company</u>	<u>Number of Transports</u>	<u>Adjusted %</u>
3	AA Ambulance	6,699	27%
4	Buck Medical Services	10,233	41%
5	Care Ambulance/TVA	6,886	32%
6	Metro-West Ambulance	<u>19</u>	N/A
7	Total	23,837	

8 (D) User fee for fiscal year 1992-3:

9	<u>Company</u>	<u>Total User Fee</u>
10	AA Ambulance	\$ 62,711
11	Buck Medical Services	\$ 95,227
12	Care Ambulance/TVA	\$ 74,324
13	Metro-West Ambulance	<u>\$ 200</u>
14	Total	\$232,462

15 Metro-West Ambulance, because of transports totaling less than one  
16 percent (1%) which cannot be adjusted for collections will be charged a  
17 flat fee of \$200.

18 (E) Failure to make payments to Multnomah County as required by this rule  
19 may be grounds for license revocation or suspension and reassignment of  
20 the licensee's ambulance service area, subject to the procedures of MCC  
21 6.32.165 and 6.32.180.

APR 22 1993

APR 08 1993 APR 15 1993

R-4

R-21 R-10

Meeting Date:

MAR 25 1993

APR 01 1993

Agenda No.:

R-2

R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution - Sheriff CBAC

BOARD BRIEFING

(date)

REGULAR MEETING

March 25, 1993

(date)

DEPARTMENT

CIC

DIVISION

CONTACT

Gloria / Carol

TELEPHONE

3450

PERSON(S) MAKING PRESENTATION

Dan Gardner

#235-9122

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA:

10 min

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

Resolution presented by Sheriff CBAC in the matter of Preservation + Maximization of jail beds and other related Activities

TIME CERTAIN PLEASE

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

J. Magry

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 16 AM 8:40  
MULTNOMAH COUNTY  
OREGON

Multnomah County  
Citizens Budget Advisory Committee  
for the  
Sheriff's Office

1. Introduction

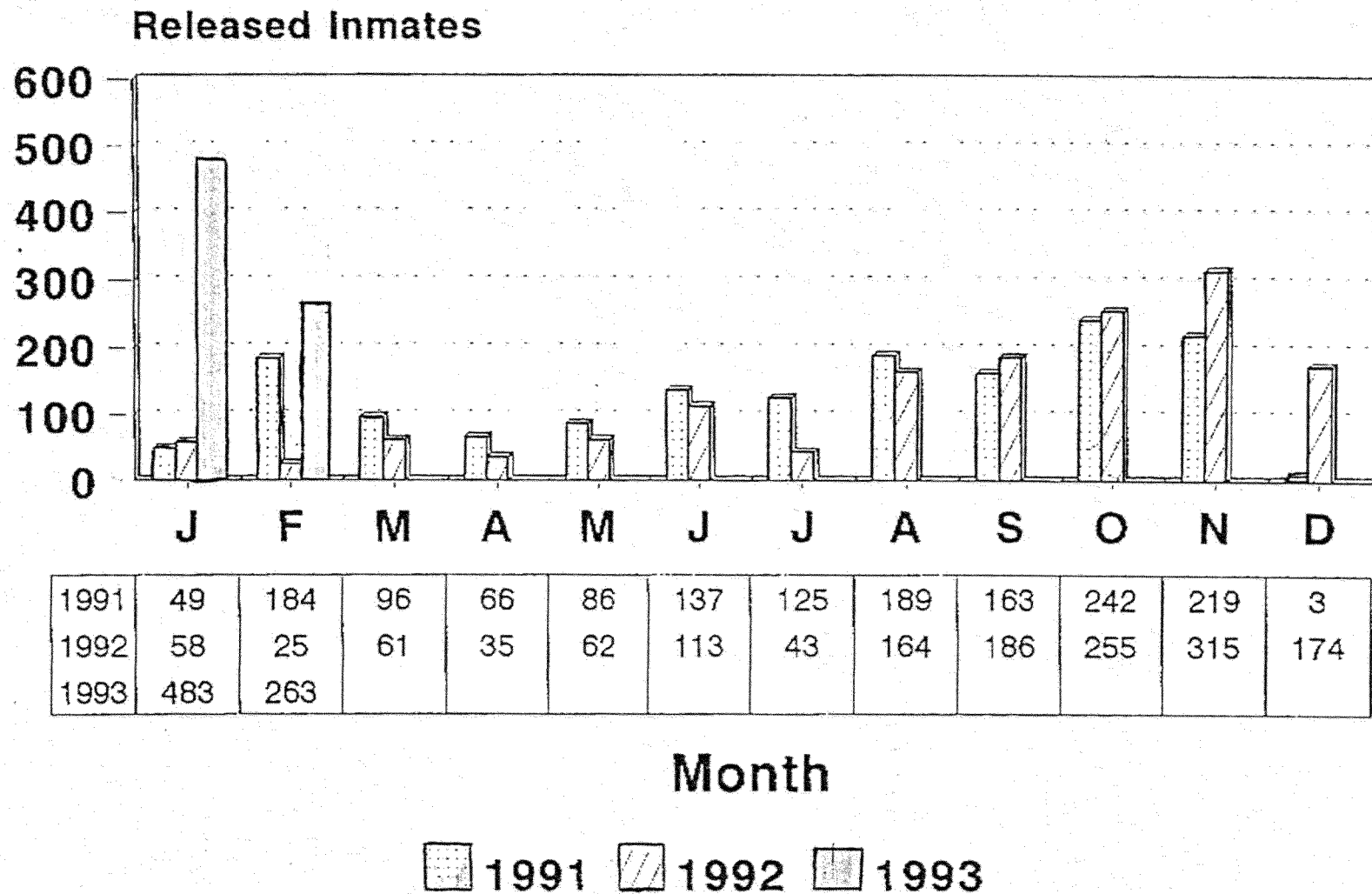
- A. Margaret Boyles & Dan Gardner
- B. Time Spent
- C. Unanimous Vote of Committee

2. Why This Resolution?

- A. Unanimous feeling Public safety is #1 priority in Public's view
- B. Jail beds are necessary for officer and public safety
  - 1. See population releases Nov. 1992 (shows crimes)
  - 2. See population release graph 91-93 (shows numbers)
  - 3. Portland adding 100, Gresham adding 16 Officers to control crime.
    - a. Officers need space for prisoners
- C. Effect of Governor's proposal on County
  - 1. Cut State beds by 418
  - 2. Multnomah County is appx 80% or 334 beds (Each Day)

# POPULATION RELEASE

## Monthly Totals 1991-1993



(poprel93) Pretrial and Sentenced

POPULATION RELEASES  
NOV. 1992  
NUMBER REVIEWED=315

	Number	Percent
Poss. of Drugs	112	36%
Auto Theft	36	11%
Theft	34	11%
I	13	
II	15	
III	6	
Burglary	30	10%
I	14	
II	16	
Drunk Driving	26	8%
Forgery	12	4%
I	11	
II	1	
Prostitution	11	3%
Trespass	9	3%
I	1	
II	8	
Assault	8	3%
III	2	
IV	6	
Fel DWS	6	2%
Unlaw Public Assist	4	1%
MISC	27	9%
Robbery III	3	
Att Elude	3	
Fail Perf DOD	3	
Excon Poss Firearm	2	
Resist Arrest	2	
Crim Misch	2	
Fail Disp Lic	2	
Furn False Info	1	
Interf with PO	1	
Cont to Sex Del Minor	1	
Mistreatment	1	
Intimidation	1	
Non-Support	1	
Par Viol Sanction	1	
Rech Driving	1	
Escape	1	
Menacing	1	

TOTAL 315



## EDITORIAL

### Corrections testing good ideas for the wrong reasons

THE BUSINESS JOURNAL

If you went down to the Greyhound bus station this afternoon, you'd find inmates just released from prison stepping off the bus from Pendleton. They have with them a change of clothes, the name of a parole officer they're supposed to contact and about \$40. Nothing else.

Roughly 80 percent of those men eventually make a return trip to Pendleton.

With the prisons serving as a revolving door, it's obvious we're not doing a good job of rehabilitating people. But the Corrections Department's newfound faith in community-based corrections seems spurred more by financial necessity than the desire to innovate.

As Gov. Roberts' administration geared up for the current budget battle, one of the biggest shifts in strategy involved the Department of Corrections. The department wants to emphasize and spend more money on community-based corrections and on helping inmates make the transition from prison to life on the outside.

In part, the shift was undertaken to grapple with this shockingly high recidivism rate that means eight out of 10 parolees end up back in jail. But it was also done with an eye on the department's share of a dwindling general fund. Acting on reports of overcrowding, the 1989 Legislature approved an ambitious prison-building scheme that cost more than \$30 million. But the reality is that without additional revenues, there won't be money to keep all those facilities open, and the governor's budget calls for eliminating roughly 10 percent of the prison beds now operating. The department will also operate with 12 percent fewer employees. At the same time, it will increase spending on community corrections from \$72 million to \$93 million.

No doubt, spending for transitional programs and drug and alcohol rehabilitation is money well-spent. But the timing of the shift to community-based corrections suggests that it is not being undertaken solely for criminological reasons, but also because budget constraints demand it. A wiser course would be to build these programs while keeping all the prisons open long enough to see if there is any effect on recidivism.

Like many other shortcuts being taken to sidestep a tax increase, letting more prisoners go unsupervised may be penny-wise and pound-foolish. Speaking at the Portland City Club recently, Corrections Director Frank Hall warned that other planned cuts threaten public safety more than direct cuts to corrections. He cited alternative schools and local mental health facilities as examples of programs that help keep people out of the corrections system but which now face the budget knife. In Portland, we can add most high school extracurricular activities, including sports, to that list.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Preservation and Maximization of )  
Jail Beds and Other Corrections Related Activities ) RESOLUTION  
in Multnomah County, Oregon )

WHEREAS, Multnomah County, Oregon, through the Office of the  
Multnomah County Sheriff is mandated to provide incarceration for pre-trial and locally  
sentenced offenders; and

WHEREAS, the Citizen Budget Advisory Committee for the Sheriff's Office,  
through its authority to examine Sheriff's Office budgetary issues for its effect on the citizens  
of Multnomah County and make recommendations to the Board of County Commissioners on  
its findings; and

WHEREAS, the Citizen's Budget Advisory Committee for the Sheriff's Office  
unanimously believes that public safety is the highest priority that government must provide;  
and

WHEREAS, the Oregon State Department of Corrections 1993 - 95 Strategic  
Plan proposes to cut the number of supervision parole and probation officers, while  
anticipating an increase in the number of violators in the community; and

WHEREAS, the Criminal Justice Services Division of the State of Oregon  
projects the need for 7,333 prison beds by July 1995 if no changes are made in sentencing or  
revocation policies; and

WHEREAS, the Governor's budget for the 1993 - 95 biennium proposes to cut  
the current number of prison beds from 6,506 to 6088 beginning July 1993, and maintain  
that level through 1995 when the beds will be most needed; and

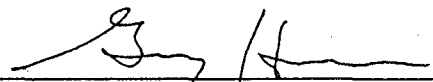
WHEREAS, the Citizens Budget Advisory Committee for the Sheriff's Office  
recognizes that the combination of reduced prison beds and fewer parole and probation  
officers will increase the number of unsupervised offenders on the street and will have an  
adverse impact on public safety, local jails, local jail populations, and the fiscal resources of  
the county; and

WHEREAS, Multnomah County inmate population releases are currently averaging 279 inmates per month;

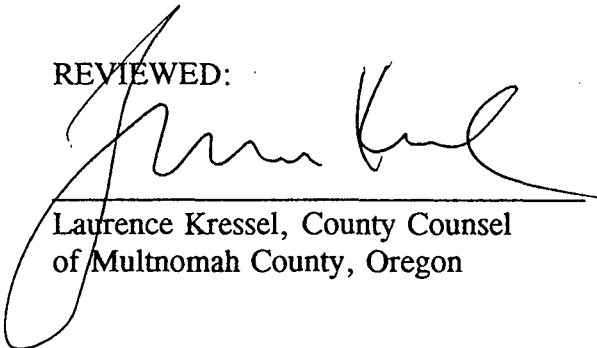
THEREFORE BE IT RESOLVED, that it is the policy of the Board of County Commissioners, to oppose the reduction of prison beds and parole and probation services by the State of Oregon; and

BE IT FURTHER RESOLVED that, at the request of the Sheriff's Office Citizens Budget Advisory Committee, this resolution shall be sent to the Governor of the State of Oregon, the President of the Oregon Senate and the Speaker of the Oregon House of Representatives, and the Multnomah County Congressional Delegation.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1993

  
GLADYS MCCOY  
Multnomah County Chair

REVIEWED:

  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Preservation and Maximization of )	
Jail Beds and Other Corrections Related Activities )	RESOLUTION
in Multnomah County, Oregon )	

WHEREAS, Multnomah County, Oregon, through the Office of the Multnomah County Sheriff and the Department of Community Corrections provides incarceration for pre-trial and sentenced offenders and supervision, treatment and sanctions for parolees and probationers; and

WHEREAS, the Citizen Budget Advisory Committees for the Sheriff's Office and the Department of Community Corrections, through their authority to examine Sheriff's Office and Community Corrections budgetary issues for their effect on the citizens of Multnomah County and make recommendations to the Board of County Commissioners on their findings; and

WHEREAS, the Citizen's Budget Advisory Committees for the Sheriff's Office and the Department of Community Corrections unanimously believe that public safety is the highest priority that government must provide; and

WHEREAS, the Oregon Criminal Justice Services Division proposes to cut the number of supervision parole and probation officers by 100, while anticipating an increase in the number of violators in the community; and

WHEREAS, the Oregon Criminal Justice Services Division forecasts the need for 7,333 prison beds by July 1995 if no changes are made in sentencing or revocation policies; and

WHEREAS, the Governor's budget for the 1993 - 95 biennium proposes to reduce the current number of prison beds from 6,506 to 6088 beginning July 1993, and reduce the number of probation and parole officers statewide by 100 and maintain that level through 1995 when the beds and probation and parole officers will be most needed; and

WHEREAS, the Citizens Budget Advisory Committees for the Sheriff's Office and Community Corrections recognize that the combination of reduced prison beds and

fewer parole and probation officers will increase the number of unsupervised offenders on the street and will have an adverse impact on public safety, local jails, local jail populations, and the fiscal resources of the county; and

WHEREAS, Multnomah County inmate population releases are currently averaging 279 inmates per month and probation and parole clients currently in the community number approximately 11,000;

THEREFORE BE IT RESOLVED, that it is the policy of the Board of County Commissioners, to support the Oregon State Department of Corrections 1993 - 95 Strategic Plan to the extent that it does not impact the maintenance of existing levels of prison beds and parole and probation services currently provided by the State of Oregon; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners opposes the reduction of prison beds and probation/parole officers; and

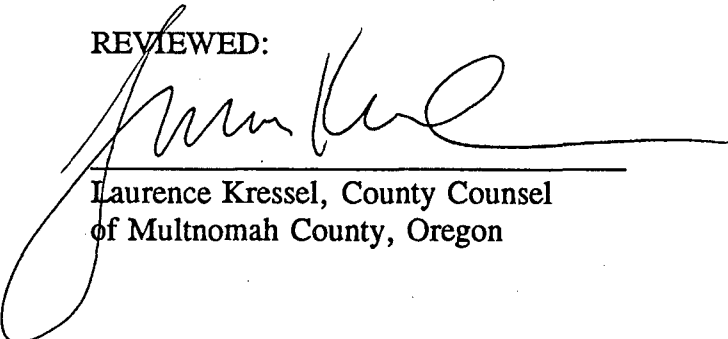
BE IT FURTHER RESOLVED that, at the request of the Citizens Budget Advisory Committees of the Sheriff's Office and the Department of Community Corrections, this resolution shall be sent to the Governor of the State of Oregon, the President of the Oregon Senate and the Speaker of the Oregon House of Representatives, and the Multnomah County Congressional Delegation.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1993

---

H. C. MIGGINS  
Acting Multnomah County Chair

REVIEWED:



---

Laurence Kressel, County Counsel  
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Preservation	)	
of Corrections Resources in	)	RESOLUTION
Multnomah County, Oregon	)	93-

WHEREAS, Multnomah County, Oregon, through the Office of the Sheriff and the Department of Community Corrections, provides incarceration for pretrial and sentenced offenders and supervision, treatment and sanctions for parolees and probationers; and

WHEREAS, government responsibility for public safety services is of the highest priority; and

WHEREAS, the Governor's budget for 1993-1995 proposes to reduce the number of probation/parole officers statewide by approximately 100 and reduce prison capacity from 6,500 to 6,088 by July 1993; and

WHEREAS, the Oregon Criminal Justice Services Division forecasts that the state will need 7,333 prison beds by July 1995 if no changes are made in sentencing or revocation policies; and

WHEREAS, the combination of fewer probation/parole officers and reduced prison capacity could have an adverse impact on public safety and the management of local jail and community corrections programs; and

WHEREAS, the Multnomah County Board of Commissioners has repealed its utility tax to facilitate the passage of tax reform at the state level; and

WHEREAS, Multnomah County is facing its own multi-million dollar budget shortfall and lacks the fiscal ability to compensate for state budget cuts in corrections.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners requests the state legislature to identify and

adopt sufficient revenue sources to avoid the reduction of prison beds, probation/parole officers and correctional programs; and

BE IT FURTHER RESOLVED that the Board of County Commissioners requests the state legislature identify and adopt sufficient revenue sources to provide the Oregon Department of Corrections and Multnomah County with funds to develop sufficient local capacity to manage the revocation processes and to sanction and treat parolees and probationers, thereby increasing the effectiveness of our supervision of those offenders posing the greatest risk to public safety; and

BE IT FURTHER RESOLVED that this resolution shall be sent to the Governor of the State of Oregon, the President of the Oregon Senate, the Speaker of the Oregon House of Representatives, and the Multnomah County Congressional Delegation.

Adopted this \_\_\_\_ day of April, 1993.

---

Hank Miggins  
Multnomah County Chair

REVIEWED:

---

Laurence Kressel, County Counsel  
of Multnomah County, Oregon

Meeting Date: MAR 25 1993 APR 01 1993

Agenda No.: R-3 R-7

(Above Space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: First Reading of an Ordinance Designating the  
Citizens Steering Committee as an Advisory Committee of  
the County

BCC Informal March 23 BCC Formal March 25  
(date) (date)

DEPARTMENT Nondepartmental DIVISION Commissioner Kelley

CONTACT John Legry TELEPHONE 248-3450

PERSON(S) MAKING PRESENTATION Dick Levy

ACTION REQUESTED

       INFORMATIONAL ONLY        POLICY DIRECTION   X   APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 6 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: no

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

Continues Citizens Steering Committee through end of 1993.  
Establishes charge to continue work on the resolutions submitted to  
the Citizens Convention and to seek agreement among jurisdictions on  
a Committee on Government Review.

There is no direct county funding allocation for the Steering  
Committee. County agencies such as the Citizen Involvement  
Committee may provide personnel or in-kind support at their  
discretion.

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharon Kelley

Or

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

(All accompanying documents must have required signatures)

1/90

1517L - 51

*Copy of Ordin. 757 sent to John Legry & Ordin. Sub. List  
on 4-13-93.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 17 PM 4:39  
MULTNOMAH COUNTY  
OREGON



ORDINANCE FACT SHEET

Ordinance Title: An Ordinance Designating the Citizens Steering Committee as an Advisory Committee of the County

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance is an alternative to the Resolution not adopted by the Board on March 11, 1993 which would have created a Committee to draft a ballot measure to spend \$150,000 on a Committee on Government Review.

This ordinance continues the Citizens Steering Committee through the end of 1993. The Committee will continue work on the resolutions submitted to the Citizens Convention and seek agreement among jurisdictions on a Committee on Government Review.

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

None.

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

None.

What is the fiscal impact, if any?

There is no direct county funding allocation for the Steering Committee. County agencies such as the Citizen Involvement Committee may provide personnel or in-kind support at their discretion. Expenses would be accommodated within existing budgets.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: \_\_\_\_\_

*Robert [Signature]*

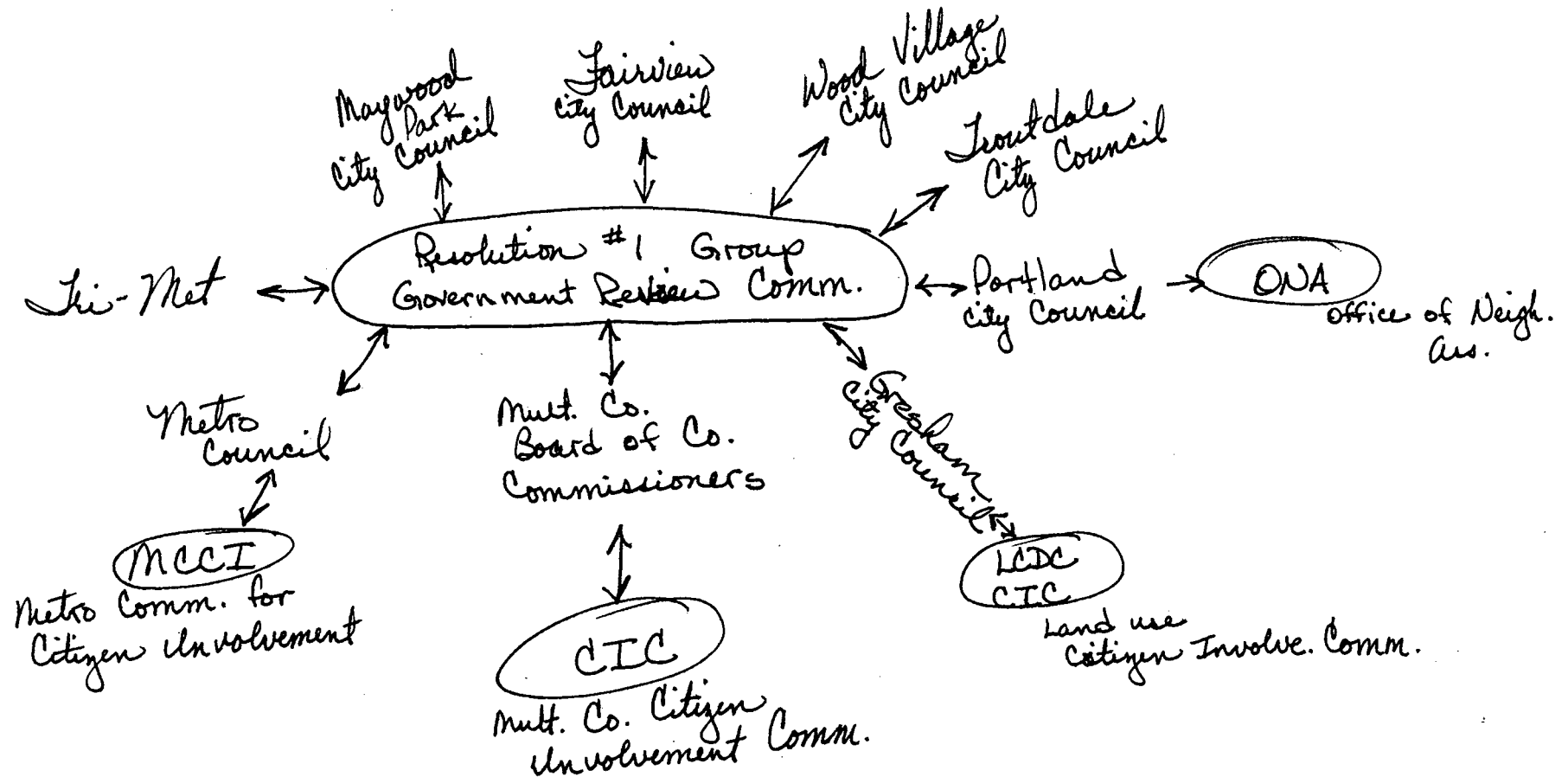
Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_

*Sharon Kelly*

1/90

## CITIZEN ADVISORY PROCESS



Community citizen advisory committees report to their jurisdictional authority.  
Government Review Committee is seen as a central citizen advisory mechanism which  
deal with interjurisdictional issues and service changes/combinations/etc.

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                               FOR MULTNOMAH COUNTY, OREGON

3                                       ORDINANCE NO. 757

4  
5           An ordinance designating the Citizens Steering Committee of  
6 the Citizens Convention as an advisory committee of Multnomah  
7 County.

8  
9 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

10  
11           SECTION I. PURPOSES.

12           A. On May 19, 1992, the voters of Multnomah County adopted  
13 Ordinance 714 which included the creation of a Citizens  
14 Steering Committee.

15           B. On June 30, 1992, the Board of County Commissioners  
16 appointed the Citizens Steering Committee in accordance with  
17 the procedures established by Ordinance 714.

18           C. On November 21, 1992, a Citizens Convention was held at  
19 which numerous resolutions were debated and adopted.

20           D. On March 18, 1993, the Board of County Commissioners  
21 adopted its responses to the resolutions adopted by the  
22 Citizens Convention.

23           E. The Board of Commissioners now wishes to continue the  
24 Citizens Steering Committee as an advisory committee for a  
25 specified period, as defined herein.

26   / / /

1           SECTION II. CONTINUATION OF CITIZENS STEERING COMMITTEE.

2           A. The Citizens Steering Committee appointed on June 30,  
3 1992, as expanded to include the County Chair, and the  
4 Convention Subcommittee Chairs previously appointed by the  
5 Steering Committee, shall continue as an advisory committee of  
6 Multnomah County in the manner specified in this ordinance.

7           B. The Citizens Steering Committee may review and make  
8 recommendations regarding Resolutions submitted to the Citizens  
9 Convention.

10          C. The Citizens Steering Committee may also work with  
11 local governments to come up with a mutually agreeable process  
12 similar to the one suggested in the Resolution regarding the  
13 Committee on Government Review.

14          D. The Citizens Steering Committee is authorized to seek  
15 outside funding. A county agency or division, including the  
16 Citizen Involvement Committee, may provide staffing or in-kind  
17 assistance to the Citizens Steering Committee if the assistance  
18 fits within the existing budget of the agency or division and  
19 no overtime is incurred.

20          E. Within 120 days from the date of adoption of this  
21 ordinance, the Citizens Steering Committee shall submit  
22 progress report to the Board of Commissioners.

23       / / /

24       / / /

25       / / /

26       / / /

III. SUNSET OF CITIZENS STEERING COMMITTEE.

A. The Citizens Steering Committee shall sunset on December 31, 1993 unless continued by the Board of Commissioners.

ADOPTED this 1st day of April, 1993, being the date of its 2nd reading before the Board of County Commissioners of Multnomah County, Oregon.



By Gladys McCoy  
Gladys McCoy, County Chair  
Multnomah County, Oregon

LAWRENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Lawrence Kessel

1702L - 64

Meeting Date: April 1, 1993

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Proclamation Declaring April 1993 Fair Housing Month

BCC Informal March 30, 1993 BCC Formal April 1, 1993  
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chairs Office

CONTACT Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Teri Duffy

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

April 1993 marks the twenty-fifth anniversary of Title VIII of the Civil Rights Act of 1968. This original fair housing legislation and the subsequent Fair Housing Amendments Act of 1988 ban discrimination in the sale, rental, finance and advertising of housing based on race, religion, national origin, sex, familial status and disability. Numerous studies have shown that housing discrimination continues to exist nationally and locally. There is a need to re-affirm a commitment to reducing incidents of housing discrimination.

(If space is inadequate, please use other side)

SIGNATURES:  
ELECTED OFFICIAL *Gus McCarley*  
Or  
DEPARTMENT MANAGER ✓

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 23 AM 11:12  
MULTNOMAH COUNTY  
OREGON

(All accompanying documents must have required signatures)

*Original Copy of Proclamation 93-91 Picked up by  
Cecile Pitts on 4-1-93. Also sent Copy to Teri Duffy*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of	)	
Proclaiming April 1993	)	PROCLAMATION
as Fair Housing Month	)	93-91

WHEREAS, April 1993, marks the twenty-fifth anniversary of Title VIII of the Civil Rights Act of 1968, the Federal Fair Housing Act, which provided for equal opportunity for all Americans in the sale, rental and financing of housing and prohibited housing discrimination on the basis of race, color, religion, sex or national origin; and

WHEREAS, marital status is also protected under Oregon law, the Fair Housing Amendments Act of 1988 added familial status and persons with disabilities to those classes protected by Title VIII for the first time in federal law and added strong new rights, remedies, monetary penalties and judicial and administrative enforcement procedures; and

WHEREAS, numerous studies have shown that housing discrimination is as pervasive, if not more so, than in 1968, and far more insidious than ever before; and

WHEREAS, it is the solemn and sworn duty of government of all levels to protect and defend the rights of all its citizens and oppose housing discrimination whenever and wherever it occurs; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, that diminish the rights of some of our citizens, diminish the rights of all; and

WHEREAS, Multnomah County, Oregon fully supports the intents and purposes of the Federal Fair Housing Act and pursues policies and practices to achieve those ends; and

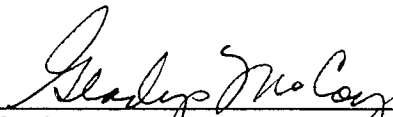
WHEREAS, the County and its elected leaders encourage all agencies, institutions and individuals, public and private, in the community to re-affirm a commitment to work toward achieving equal opportunity in housing for all;


NOW, THEREFORE, BE IT PROCLAIMED that the County will declare April 1993 as Fair Housing Month.


ADOPTED this 1st day of April, 1993.




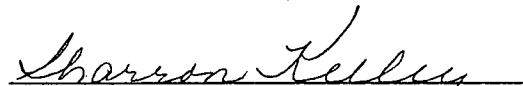
BOARD OF COUNTY COMMISSIONERS

  
Gladys McCoy, County Chair

  
Dan Saltzman, District 1  
Commissioner

  
Gary Hansen, District 2  
Commissioner

  
Tanya Collier, District 3  
Commissioner

  
Sharron Kelley, District 4  
Commissioner



Meeting Date: APR 01 1993

Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution

BCC Informal \_\_\_\_\_

(date)

BCC Formal 4/1/93

(date)

DEPARTMENT Nondepartmental

DIVISION Chair's Office

CONTACT Joy Al-Sofi

TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Joy Al-Sofi

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Resolution In the Matter of Affirming Mutual Agreements  
with the City of Fairview for Share of Property Tax Receipts.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

*Copy of Resolution 93-92 given to Joy Al-Sofi on 4-6-93*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 24 AM 10:55

**RESOLUTION**  
(04-1993)

**RECEIVED**

MAR 09 1993

A RESOLUTION AFFIRMING MUTUAL AGREEMENTS WITH MULTNOMAH COUNTY FOR SHARE OF PROPERTY TAX RECEIPTS.

**WHEREAS**, prior to the passage of Ballot Measure 5, voters in local jurisdictions could authorize property tax collections at varying levels without limit; and

**WHEREAS**, prior to the passage of Ballot Measure 5, the amount of property taxes levied and collected by local government jurisdictions was not affected by changes in assessed value of property or by property taxes collected from the same area by other jurisdictions; and

**WHEREAS**, with the passage of Ballot Measure 5, local governments in a taxing area are now limited to a total property tax rate of \$10 per thousand dollars assessed valuation and must share a fixed amount of total property tax dollars available within the \$10 rate limit; and

**WHEREAS**, by voters approving one local government's request to increase its tax base of serial levies, the local government can increase its share of property taxes while possibly reducing tax collections of other local governments covering the same area; and

**WHEREAS**, given that the amount of property tax dollars available to local governments is now limited, it is vital that local governments coordinate their property tax planning so as not to cause adverse impact upon the ability of other local governments to provide needed services; and

**WHEREAS**, the guiding principal of such tax planning should be that no local government increases its share of the total property tax receipts at the expense of other jurisdictions without their consent, while ensuring that the priority needs of the community are met in the most cost effective manner.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Fairview and the Board of Commissioners of Multnomah County affirm that neither government will take action to increase its share of total local governmental property tax receipts without mutual discussion; and

**BE IT FURTHER RESOLVED**, that neither the City of Fairview nor Multnomah County will enact significant new discretionary revenues without first reviewing with the other government the impact of such measures on the ability of both governments to meet the priority needs of the community.

Motion moved by McCutcheon and seconded by Vonderhars and adopted by the City Council of the City of Fairview, this 3rd day of March, 1993, by the following vote:

YEAS: 4

NAYS: 0

Fred M. Carlson  
Mayor, City of Fairview  
Fred M. Carlson

3-3-93  
Date of Signing

ATTEST:

Nancy DiDonato  
Recorder, City of Fairview  
Nancy DiDonato

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Affirming	)	
Mutual Agreements with the	)	RESOLUTION
City of Fairview For Share of	)	93-92
Property Tax Receipts	)	

WHEREAS, prior to the passage of Ballot Measure 5, voters in local jurisdictions could authorize property tax collections at varying levels without limit; and

WHEREAS, prior to the passage of Ballot Measure 5, the amount of property taxes levied and collected by local government jurisdictions was not affected either by changes in assessed value of property or property taxes collected from the same area by other jurisdictions; and

WHEREAS, with the passage of Ballot Measure 5, local governments in a taxing area are now limited to a total property tax rate of \$10 per thousand dollars assessed valuation and must share a fixed amount of total property tax dollars available within the \$10 rate limit; and

WHEREAS, by voters approving one local government's request to increase its tax base or serial levies, the local government can increase its share of property taxes while possibly reducing tax collections of other local governments covering the same area; and

WHEREAS, given that the amount of property tax dollars available to local governments is now limited, it is vital that local governments coordinate their property tax planning so as not to cause adverse impact upon the ability of other local governments to provide needed services; and

WHEREAS, the guiding principal of such tax planning should be that no local government increases its share of the total property tax receipts at the expense of other jurisdictions without their consent, while ensuring that the priority needs of the community are met in the most cost effective manner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fairview and the Board of Commissioners of Multnomah County affirm that neither government will take action to increase its share of total local governmental property tax receipts without mutual discussion; and

BE IT FURTHER RESOLVED, that neither the City of Fairview nor Multnomah County will enact significant new discretionary revenues without first reviewing with the other government the impact of such measures on the ability of both governments to meet the priority needs of the community.

ADOPTED on this 1st day of April, 1993.

MULTNOMAH COUNTY, OREGON

By: 

Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By: John L. DuBay

Meeting Date: APR 01 1993

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution

BCC Informal \_\_\_\_\_

(date)

BCC Formal 4/1/93

(date)

DEPARTMENT Nondepartmental

DIVISION Chair's Office

CONTACT Joy Al-Sofi

TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Joy Al-Sofi

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Resolution In the Matter of Approving Mutual Agreements  
with City of Wood Village Concerning Property Taxes for  
Fiscal Year 1993-94.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER J. Higgins

(All accompanying documents must have required signatures)

*Copy of Resolution 93-93 given to Joy Al-Sofi on 4-6-93.  
& Original on 4-12-93.*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 24 AM 10:55

RESOLUTION 5-1993

A RESOLUTION AFFIRMING MUTUAL AGREEMENTS WITH MULTNOMAH COUNTY FOR SHARE OF PROPERTY TAX RECEIPTS FOR FISCAL YEAR 1993-94.

WHEREAS, prior to the passage of Ballot Measure 5, voters in local jurisdictions could authorize property tax collections at varying levels without limit; and

WHEREAS, prior to the passage of Ballot Measure 5, the amount of property taxes levied and collected by local government jurisdictions was not affected by changes in assessed value of property or by property taxes collected from the same area by other jurisdictions; and

WHEREAS, with the passage of Ballot Measure 5, non-school local governments in a taxing area are now limited to a total property tax rate of \$10 per thousand dollars assessed valuation and must share a fixed amount of total property tax dollars available within the \$10 rate limit; and

WHEREAS, by voters approving one local government's request to increase its tax base or serial levies, the local government can increase its share of property taxes while possibly reducing tax collections of other local governments covering the same area; and

WHEREAS, given that the amount of property tax dollars available to local governments is now limited, it is important that local governments coordinate their property tax planning so as not to cause adverse impact upon the ability of other local governments to provide needed services; and

WHEREAS, the guiding principal of such tax planning should be that no local government increases its share of the total property tax receipts at the expense of other jurisdictions without their consent, while ensuring that the priority needs of the community are met in the most cost effective manner.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Wood Village and the Board of Commissioners of Multnomah County affirm that neither government will take action to increase its share of total local governmental property tax receipts for fiscal year 1993-94 without mutual agreement; and

BE IT FURTHER RESOLVED that neither the City of Wood Village nor Multnomah County will enact significant new discretionary revenues without first reviewing with the other government the impact of such measures on the ability of both governments to meet the priority needs of the community.

Motion to approve by Robertson; seconded by Fier;  
passed 4-0.

Adopted on this 10th day of March, 1993.

MULTNOMAH COUNTY

By [Signature]  
Gladys McCoy  
Multnomah County Chair

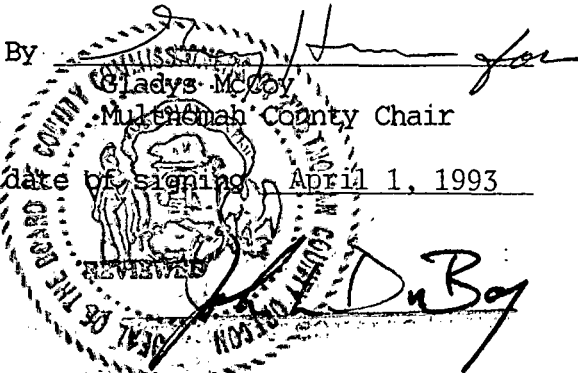
date of signing April 1, 1993

CITY OF WOOD VILLAGE

By [Signature]  
Derald D. Ulmer  
Mayor, City of Wood Village

date of signing 3/10/93

By [Signature]  
Sheila M. Ritz  
City Administrator



(Above space for Clerk's Office Use)

Copy of Resolution 93-94 sent to Mike Walman, Betsy Williams  
+ Larry Nicholas on 4-10-93.

indicates Transportation finance package

3/16/93

## MULTNOMAH COUNTY BILL LOG

Page

Bill #: HB 2415  
Amend.:  
Comm.: REVENUE  
House:

Subject: Gas tax increase  
Pri.: 1 Dept.: DES  
Next/last hearing or work session: 2/16  
Senate: Governor:

Bill #: HB 2416  
Amend.:  
Comm.: REVENUE  
House:

Subject: Vehicle registration fees  
Pri.: 1 Dept.: DES  
Next/last hearing or work session: 2/16  
Senate: Governor:

Bill #: HB 2419  
Amend.:  
Comm.: VEH EMIS  
House:

Subject: Vehicle emission fees  
Pri.: 1 Dept.: DES  
Next/last hearing or work session: 2/19  
Senate: Governor:

Bill #: HB 2421  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: Transportation access fees  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2422  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: Studded tire fee  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2423  
Amend.:  
Comm.: REVENUE  
House:

Subject: Ethanol gas tax rate  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2424  
Amend.:  
Comm.: REVENUE  
House:

Subject: Highway general obligation bonds  
Pri.: 1 Dept.: DES  
Next/last hearing or work session: 2/16  
Senate: Governor:



3/16/93

## MULTNOMAH COUNTY BILL LOG

Page 1

Bill #: HB 2427  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: Battery and tire tax  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2490  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: AGC does public contracting  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2758  
Amend.:  
Comm.: NAT RES  
House:

Subject: OIA secondary lands  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2875  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: AOC public contracting bill  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 3173  
Amend.:  
Comm.: NAT RES  
House:

Subject: Statewide emission fee - T '93  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HJR 07  
Amend.:  
Comm.: VEH EMIS  
House:

Subject: Emission fees for transit  
Pri.: 1 Dept.: DES  
Next/last hearing or work session: 3/04  
Senate: Governor:

Bill #: HJR 11  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: AGC's lowest bidder constitutional amendment  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

HB 2420

Subject: Payroll tax extension

HB 2426

Subject: Rail fund

9/16/93

## MULTNOMAH COUNTY BILL LOG

Page 1

Bill #: SB 045  
Amend.:  
Comm.: WAYS  
House:

Subject: State motor pool  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: SJR 02  
Amend.:  
Comm.: TRANSP  
House:

Subject: Gas tax for <sup>ISTEA</sup> ~~ICE TEA~~  
Pri.: 1 Dept.: DES  
Next/last hearing or work session: 3/17 HRC 15:00  
Senate: Governor:

Bill #: HB 2123  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: R.V. registration  
Pri.: 1 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2408  
Amend.:  
Comm.: NAT. RES  
House:

Subject: Partial takings  
Pri.: 2 Dept.: DES  
Next/last hearing or work session: 3/19 HRD 15:30  
Senate: Governor:

Bill #: HB 2425  
Amend.:  
Comm.: WAYS  
House:

Subject: Long range transit \$ and lottery  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2426  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: High speed rail  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2428  
Amend.:  
Comm.: REVENUE  
House:

Subject: Assessment of state agencies for transit  
Pri.: 2 Dept.: DES  
Next/last hearing or work session: 2/16  
Senate: Governor:

Aviation + Port freight measures:

HB 2417  
HB 2418  
HB 2429

3/16/93

## MULTNOMAH COUNTY BILL LOG

Page

Bill #: HB 2430  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: Bicycle registration fee  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2472  
Amend.:  
Comm.: COMMERCE  
House:

Subject: \$50,000 Davis-Bacon Lid  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2770  
Amend.:  
Comm.: REVENUE  
House:

Subject: Extinguishment of "liens and encumbrances"  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 2922  
Amend.:  
Comm.: REVENUE  
House:

Subject: Community development tax exemptions  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 3055  
Amend.:  
Comm.: GEN GOVT  
House:

Subject: Sale-leaseback, lease-leaseback transactions  
Pri.: 2 Dept.: DES  
Next/last hearing or work session:  
Senate: Governor:

Bill #: HB 3087  
Amend.:  
Comm.: NAT. RES  
House:

Subject: "Takings" compensation  
Pri.: 2 Dept.: DES  
Next/last hearing or work session: 3/19 HRD 15:30  
Senate: Governor:

Bill #: HB 3128  
Amend.:  
Comm.: NAT. RES  
House:

Subject: "Takings" compensation  
Pri.: 2 Dept.: DES  
Next/last hearing or work session: 3/19 HRD 15:30  
Senate: Governor:

# OTP FUNDING PROGRAM

Updated February 3, 1993

DESCRIPTION OF PROPOSED LEGISLATION		REVENUE GENERATED	
		83-85	6 YEARS
<b>HIGHWAY MEASURES</b>			
HB 2415	Gas Tax and Weight-Mile: 4 cents/4 years	\$141.3 M	\$1.5 B
HB 2416	Registration Fee: Plus \$30/biennium by 1995	\$16.5 M	\$179.2 M
HB 2421	Transportation Access Fee	\$22.3 M	\$83.9 M
HB 2422	Studded Tire Fee	\$476,000	\$2 M
HB 2423	Repeal Gasohol Exemption	\$32.9 M	\$84.7 M
HB 2424	Expand ODOT Bonding	N/A	N/A
<b>TRANSIT MEASURES</b>			
HB 2419	Emissions Fee: Portland-area	\$29.4 M	\$425.8 M
HB 2420	Payroll Tax Extension	\$2.1 M	\$19.4 M
HB 2428	State "In-Lieu Of" Payments	\$1.2 M	\$3.5 M
HJR 7	Emissions Fee For Transit Constitutional Amendment	N/A	N/A
HB 2425	Lottery Money for Rail		
HB 2426	Rail Fund	\$170 M	
HB 2427	Tire and Battery Tax	\$8.8 M	\$32.4 M
<b>AVIATION MEASURES</b>			
HB 2417	Jet Fuel Tax: Plus 1/2 cent	\$824,000	\$3.5 M
HB 2418	Avgas Tax: Plus 2 cents	\$150,000	\$550,000
<b>PORTS AND RAIL FREIGHT</b>			
HB 2429	Lottery Money for Marine/Rail	\$30 M	
<b>CONGESTION PRICING</b>			
	Congestion Pricing	N/A	N/A
<b>BICYCLES</b>			
HB 2430	Bicycle Fee	\$1.6 M	\$6.6 M

N/A Not applicable.

NOTE: As a complement to approval of Highway Fund revenue increases, the OTC will expand transit use of flexible federal funds.

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

In the Matter of Resolution supporting )  
the Oregon Transportation Plan (OTP) )  
Legislative Package )

**RESOLUTION**  
93-94

WHEREAS, the Oregon Transportation Plan was ordered by the State Legislature and approved last year by the State Transportation Commission; and

WHEREAS, the Oregon Transportation Plan incorporates a 20 year vision for all modes of transportation in Oregon--roads and bridges, general aviation airports, local bus and transit systems, ports, rail, bikeways and pedestrian ways, and is of a statewide transportation system that supports jobs, strengthens the economy, and creates better access to markets; and

WHEREAS, under the Plan, Oregon, its counties and its cities, have a blueprint for preserving their investment in roads and other transportation infrastructure, making the transportation system safer, and completing priority transportation projects at the state and local level; and

WHEREAS, Oregonians will earn a high return for investing in the Oregon Transportation Plan, in terms of clean air and less traffic congestion, as well as annual savings for each Oregon driver of 38 hours of driving time lost to congestion, along with more than \$300 in operating costs, and 75 gallons of gasoline per year; and

WHEREAS, the challenge now is to implement the Plan through a stable but flexible financing program, adhering to the Oregon transportation funding principle of user pays and providing a balance among transportation modes; and


WHEREAS, an alliance of Oregon state and local governments, business and civic leaders, and transportation construction and user groups--the Transportation '93 Committee supported by JPACT from this region--have joined to develop and endorse a package of legislative measures, now before the 1993 session of the Legislature, that would support the Plan and fund its implementation for at least the next six years;


THEREFORE, BE IT RESOLVED that Multnomah County supports approval by the 1993 session of the Oregon State Legislature of the Oregon statewide transportation legislative package, introduced by the Transportation '93 Committee to fund major infrastructure improvements at the state and local level throughout Oregon over the next six years.



ADOPTED, this 1st day of April, 1993.

By

  
Gladys McCoy, Chair  
Multnomah County, Oregon

  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

4/1/93

**NAME**

BARBARA HUTCHISON (ODFW)

**ADDRESS**

2501 SW 1st

**STREET**

Ptld

**CITY**

97207

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-12

**SUPPORT**

✓

**OPPOSE**

**SUBMIT TO BOARD CLERK**

Meeting Date: APR 01 1993

Agenda No.: R-12

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**  
**(For Non-Budgetary Items)**

Subject: Opposing HB 3505 amending State wildlife policy

AGENDA REVIEW/

BOARD BRIEFING March 30 REGULAR MEETING April 1  
(date) (date)

DEPARTMENT Non-Departmental DIVISION District 2

CONTACT Mike Delman/Julie Weatherby TELEPHONE 248-5219/248-5050

PERSON(S) MAKING PRESENTATION Charlie Ciecko/Ore Dept Fish/Wldlf

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

This resolution will oppose House Bill 3505 which would amend the Ore. Department of Fish and Wildlife policy and goals. The passage of HB 3505 would result in ODFW's diminished ability to advocate for balanced use and sustained availability of resources in perpetuity.

(if space is inadequate, please use other side)

**SIGNATURES:**

ELECTED OFFICIAL Gay Warr

Or

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 23 AM 11:26

(All accompanying documents must have required signatures)

*Copy of Resolution 93-95 sent to Mike Delman & Julie Weatherby on 4-12-93 & Becky Williams.*

# ***NEWS RELEASE***

OREGON DEPARTMENT OF FISH AND WILDLIFE P.O. Box 59, Portland, OR 97207 (503) 229-5400  
Contacts: (Phone 229-5410) Jim Gladson, x431; Pat Wray, x429; Randy Henry, x412



**For Immediate Release  
March 18, 1993**

## **Commission Opposes Wildlife Policy Changes**

The Oregon Fish and Wildlife Commission has gone on record opposing proposed amendments to the state wildlife policy contained in House Bill 3505.

Four commission members present at a Tuesday, March 16, public meeting approved the motion to oppose. One commissioner abstained. The remaining two commissioners were absent, but sent letters criticizing the proposed legislation that would, in their view, seriously weaken protection of Oregon's fish and wildlife.

Commission action followed a legal analysis of potential bill impacts by assistant Attorney General Penny Harrison, and about one hour of public testimony from people representing sport and environmental organizations. All public testimony opposed any changes to existing law that would limit Department of Fish and Wildlife authority to maintain optimum levels of fish and wildlife for public use and enjoyment.

"This bill muzzles the ability of the commission and department to advocate for wildlife, and I will oppose it," said Commissioner Peter Barnhisel, Corvallis. Commission chairman Bob Jacobson, Newport, concurred saying "I believe we already do a good job of considering esthetic, social and economic impacts in our decision making."

Commissioner Phil Schneider was out of the state on business, but sent a letter saying that, if enacted, HB 3505 "would demolish the traditional advocacy and stewardship role carefully established and tested by previous legislatures over a period of many years."

The bill was introduced into the Oregon Legislature last week at the request of several timber and agricultural organizations.



Department director, Randy Fisher, invited representatives of the sponsoring groups to the March 16 commission session to explain their reasons for changing the agency mission. All organizations declined.

Penny Harrison told commissioners that HB 3505 raised several concerns. First, the legislation fundamentally altered the existing wildlife policy; changing commission authority to manage for optimum levels of fish and wildlife to managing only for levels that would avoid extinction. The bill also eliminates current statute language which directs the commission and department to manage lands and waters to "enhance the production and public enjoyment of wildlife."

Second, the proposed legislation places administrative burdens and restrictions on the commission that are "unprecedented in Oregon law," and go well beyond statutes guiding other natural resource agency policy-setting, resource monitoring and regulatory functions.

She also noted that some changes contained unclear and poorly defined wording which could also conflict with other existing Oregon laws not addressed by the bill.

The legal analysis prepared by Harrison and assistant AG Cheryl Coon also said a weakened wildlife policy could make Oregon unable to meet conservation standards required by federal programs such as the Sport Fish Restoration Program. The agency and state could annually lose millions of federal dollars currently dedicated to key fish and wildlife management efforts.

As of March 18, the legislature has not assigned the bill to a committee, or scheduled a first hearing date.

###

Draft Position Statement HB 3505

The Oregon Fish and Wildlife Commission and the Department of Fish and Wildlife oppose HB 3505 for the following major reasons:

1. This legislation places administrative burdens and restrictions on the commission which the Oregon Attorney General's Office describes as "unprecedented in Oregon law." If adopted as written, this bill goes well beyond statutes currently guiding other natural resource agency policy-setting, resource monitoring and regulatory functions. Even with reduced management responsibilities, the commission and agency could still find themselves in administrative gridlock.

2. Technically, the wording is vague and confusing. Such terms as "scientific limitations" for example, are not defined. The rulemaking process could be disrupted by conflicting interpretations and legal challenges. The revised policy damages the clarity of tested language and sows confusion instead of balance.

Various sub-sections within the bill potentially contradict each other. In addition, the revised statute may also be in direct conflict with other wildlife and commercial fish laws not addressed in HB 3505, according to the Attorney General's Office.

3. Philosophically, Oregonians have long mandated advocacy roles for their agency boards and commissions. HB 3505 seriously diminishes the agency's wildlife advocacy and stewardship role which has been carefully established and tested by previous legislatures over several decades. The commission believes this does not serve either the short or long term interest of Oregonians or the state's natural resources.

4. A weakened wildlife policy could make Oregon unable to meet conservation standards required by federal programs such as the Sport Fish Restoration Program. The agency and state could annually lose millions of dollars in federal funds for key fish and wildlife management efforts.

# The Oregonian

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ROBERT M. LANDAUER, Editorial Page Editor

PATRICK L. MARLTON, Circulation Director

WEDNESDAY, MARCH 10, 1993

## Hold to wildlife mission

*Legislature should reject landowner lobbyists' effort to diminish role of Department of Fish and Wildlife*

Oregon's private forest and farm owners long have been at odds with the state Department of Fish and Wildlife.

This year a coalition of timber and farm lobbying groups — with the giant Weyerhaeuser Co. as one of the instigators — is pushing legislation that would scale back the department's mission and tie managers' hands with a version of a landowners' bill of rights.

The change is so unnecessary and such a piece of mischief that even private landowners' boosters in the Legislature should reject it. If they want to galvanize Oregon's 2 million hunters and anglers into a stringent wildlife-protection initiative effort, diluting the Fish and Wildlife Department's powers is a good way to do it.

Especially galling to these agricultural and timber interests is the state's statutory policy "that wildlife shall be managed to provide the optimum recreational and aesthetic benefits for present and future generations of the citizens of this state." They want to delete "optimum" and add a weasel qualifier: "to the extent it is feasible and in the public interest considering scientific limitations, economic impacts and potential conflicts with the primary uses of affected private and public lands and the waters of the state."

And on and on, subverting wildlife management and enhancement to "primary uses of public and private lands and the waters of the state."

You only thought fish were primary users of the waters of the state.

This bill could cripple effective fish and wildlife management in many other ways besides diluting the mission. Departmental employees would have to give landowners seven days' written notice before entering privately owned land, except for law enforcement. That would put huge areas of traditionally open land off-limits to state wildlife managers. New procedural hoops would be created for wildlife management decisions, opening the door for all sorts of lawsuits.

Conflicts with private landowners are inevitable in fish and wildlife management. So are they with hunters, anglers and other wildlife enthusiasts concerned that the managers aren't doing enough to protect the resource. Balancing those conflicts is one reason Oregon has a citizen commission overseeing the Department of Fish and Wildlife.

Most recently, the department has been criticized both for going too far and not going far enough with its recommendations on stream-protection rules being considered by the Board of Forestry. Also, farmers and ranchers, especially in Eastern Oregon, are unhappy with big-game management policies that they claim lead to expensive wildlife damage to their crops. Other complaints are that the department is arrogant and arbitrary in dealing with private landowners.

Some of those complaints may have merit. The commission and governor's office should look at them seriously. But the Legislature should reject these lobbyists' overhunting of wildlife managers.

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

In the Matter of H.B. 3505 proposing	)	
to amend State wildlife policy and	)	<b>RESOLUTION</b>
goals.	)	93-95

WHEREAS, fish and wildlife resources are an important component of Oregon's natural heritage; and

WHEREAS, fish and wildlife resources contribute significantly to Oregon's quality of life and economic health; and

WHEREAS, fish and wildlife resources accurately reflect the health of Oregon's environment and the effectiveness of our natural resource stewardship; and

WHEREAS, Department of Fish and Wildlife has been designated as this state's chief steward of resources; and

WHEREAS, the legislatively set goals for Departmental management activities in summary are:

- to maintain all species at optimum levels;
- to develop and manage lands and waters in a manner which will enhance production and enjoyment of fish and wildlife resources;
- to provide equitable use of available fish and wildlife;
- to provide appropriate regulation and provide public recreation benefits; and

WHEREAS, H.B. 3505 proposes to substantially dilute the existing goals and impose administrative burdens and restrictions on the Fish and Wildlife Commission and Department which the Oregon Attorney General's office has described as "unprecedented in Oregon Law"; and

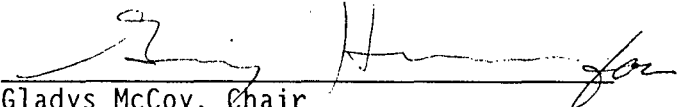
WHEREAS, the wording of H.B. 3505 is vague, confusing and will likely result in reduced efficiency and increased litigation; and

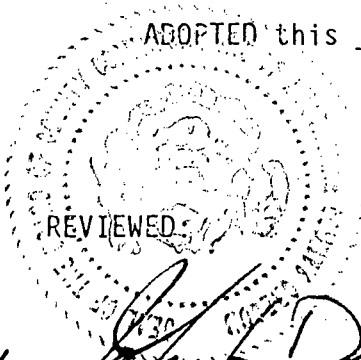
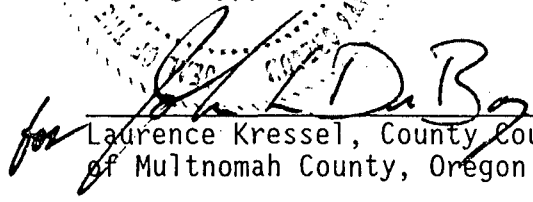
WHEREAS, it is apparent that H.B. 3505 is intended to diminish the Fish and Wildlife Department's ability to advocate for and provide stewardship of fish and wildlife resources to allow an accelerated exploitation of other resources for short-term gains;

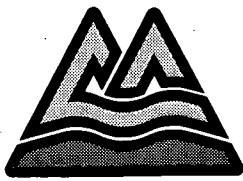
RESOLUTION  
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for Multnomah County strongly oppose H.B. 3505 and urges state legislators to maintain the existing policies which seek balanced use and sustained availability of the State's fish and wildlife resources in perpetuity.

ADOPTED this 1st day of April, 1993.

By   
Gladys McCoy, Chair  
Multnomah County, Oregon

  
REVIEWED  
  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon



APR 01 1993

R-13-R-19

**MULTNOMAH COUNTY OREGON**GLADYS MCCOY  
COUNTY CHAIREMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
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(503) 248-5135  
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2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202**M E M O R A N D U M**TO: Gladys McCoy, County Chair  
Gary Hansen, Liaison Commissioner

THROUGH: Hank Miggins, Executive Assistant

FROM: Curtis Smith, Employee Services Manager

DATE: March 24, 1993

SUBJECT: Recommendation of Vacant Position Committee's Second Session

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 25 AM 8:48  
MULTNOMAH COUNTY  
OREGON

The Vacant Position Committee met yesterday in accordance with BCC Order 93-5 as amended. The committee unanimously recommended the seven actions listed below.

1. Regarding DES Budget Modification #24, the committee recommends filling the vacant Cartographer position.

Note: Since DES Budget Modification #24 proposes deleting the position, a motion to support the Vacant Position Committee's recommendation should be a motion to deny the proposed Bud Mod.

2. Regarding DES Budget Modification #25, the committee recommends filling the vacant Senior Office Assistant (Commercial Appraisal) position.

Note: DES Budget Modification #25 proposes deleting the position, a motion to support the committee's recommendation should be a motion to deny the proposed Bud Mod.

3. Regarding DES Budget Modification #26, the committee recommends filling the vacant Senior Office Assistant (Records Management) position.

March 24, 1993

Page 2

Note: Since DES Budget Modification #26 proposes deleting the position, a motion to support the committee's recommendation should be a motion to deny the proposed Bud Mod.

4. Regarding District One Commissioner Budget Modification #28, the committee recommends filling the vacant Staff Assistant position.

Note: District One Commissioner Budget Modification #28 proposes deleting the position, a motion to support the committee's recommendation should be a motion to deny the proposed Bud Mod.

5. Regarding MSS\Finance Budget Modification #29, the committee recommends filling the vacant Fiscal Specialist 2 (Accounts Payable) position.

Note: MSS\Finance Budget Modification #29 proposes deleting the position, a motion to support the Vacant Position Committee's recommendation should be a motion to deny the proposed Bud Mod.

6. Regarding MSS\Finance Budget Modification #30, the committee recommends filling the vacant Fiscal Specialist 1 (Payroll) position.

Note: MSS\Finance Budget Modification #30 proposes deleting the position, a motion to support the committee's recommendation should be a motion to deny the proposed Bud Mod.

7. Regarding MSS\Employee Services Budget Modification #31, the committee recommends deferring filling the vacant half-time Office Assistant position during fiscal year 1992-93.

Note: Since MSS\Employee Services Budget Modification #31 proposes deleting the position, a motion to support the committee's recommendation should be a motion to deny the proposed Bud Mod except that funds for filling the half-time OA2 vacancy be deferred during fiscal year 1992-93.



## OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Hank Miggins  
Executive Assistant to the Chair

March 15, 1993

Date

**FROM:** Betsy Williams, Director  
D.E.S.

**SUBJECT:** Request to fill vacant positions in Assessment & Taxation

Attached please find **three** budget modifications from A & T, deleting positions they are requesting to fill at this time. Also attached is a summary from A & T regarding **all** current vacancies in their division and their recommended disposition.

Please note that A & T has recommended that two positions be forwarded directly to the Board and that one be sent through the Committee process. I think this approach needlessly complicates the process, though, and would suggest instead that **all three positions** be forwarded to the **Vacant Position Committee** for their review.

Those three positions are as follows:

- Cartographer
- Senior Office Assistant/Commercial Appraisal
- Senior Office Assistant/Records Management

Please forward these requests immediately to the Vacant Position Committee for their review and recommendation to the Board of County Commissioners.

Thank you for your prompt attention to this matter.

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 25 AM 8:48  
MULTNOMAH COUNTY  
OREGON



## SUMMARY OF VACANT POSITIONS IN A&T

POSITION: **Cartographer**

SALARY: **\$12.43 per hour**

**DUTIES:**

- Draws, traces and revises cadastral drawing s from surveyor's field notes, property descriptions, engineer's notes, rough sketches, records, etc.
- Compiles information necessary to draw cadastral maps.
- Works with public, lending institutions and other agencies regarding property descriptions, size of property, ownership, tax information and taxing districts.
- Prepares court exhibits and appears as an expert witness.
- Assists in maintaining existing maps, files of plots and other records.

RECOMMENDATION: **Present to BOARD, with a recommendation to fill immediately.**

Personnel defines this a a position with direct contact with the public, therefore it is a "direct service" position. It is an urgent position, as we are in the middle of a 9 year mapping project (with the Department of Revenue). We have been filling this position with temporary personnel. We have a difficult time recruiting/retaining (two cartographers have left in one year for positions with greater salaries).

Personnel has started a search for candidates.

POSITION: **Senior OA**

SALARY: **\$10.51/hr.**

**DUTIES:**

- Lead clerk for a team of 3 FTE's.
- Monitors account information for 3000-5000 commercial properties each year.
- This processing is necessary before tax rates and bills can be generated and taxes collected.
- Staffs and monitors the public Appraisal Information Area; works directly with the public to help them prepare appeals.
- Monitors appeals

**RECOMMENDATION: Present directly to BOARD OF COMMISSIONERS**

The individual filling this position has retired unexpectedly. She was the primary person who reviews property appeals that are before the Department of Revenue. She also had customer contact (counter and phone work). We will back-fill with existing staff, but this only puts other parts of our appraisal support unit behind.

**POSITION: Senior OA (Records Management)**

**SALARY: \$10.51 /hour**

**DUTIES:**

- Maintain Special Assessment Rolls, such as Fire Patrol,
- Street Lighting, Drainage Districts, and Delinquent Sewer Assessment.
- Notifies State Forester of parcel changes.
- Audits computer applies to find errors and then corrects them.
- Checks vouchers for accuracy and completeness. Sends voucher to originator for corrections.
- Answers inquiries regarding segregations and consolidations that have been completed, are in process or are contemplated at the counter and on the telephone.

**RECOMMENDATION: Review with Vacant Position Panel with a recommendation to fill immediately.**

This position will be vacant at the end of the month, with a retirement. This very senior individual (32 year employee with county) will retire at the end of March. She handles property divisions. This is the area where we are very behind and were allowed to increase (add package, one OA 2) staffing for '93-'94.

While this person has customer contact, it is only about 1/3 of job, and might not qualify as direct service.

POSITION: *Data Analyst*

SALARY: *\$13.69/hr*

DUTIES:

- *Confirms residential sales data for ratio report--annual trend information that determines value increases/decreases, county-wide.*
- *Designs and runs computer reports to analyze sales trends.*

RECOMMENDATION: *Delay filling until 93/94*

*The majority of this work for the ratio report has been done for this year. (If a person was brought on board right now, we could not give them adequate training, as we are in the crisis mode for preparation of the report. )We are considering some structural changes in this area and want to reexamine where this position will report. However, it is critical that money for this position is not taken out of the budget, as we as using this money to back-fill some critical temporary work.*

**POSITION:**                    **Personal Property Appraiser**

**SALARY:**                    **\$13.78/hr**

**DUTIES:**                    **Appraise Personal Property**

**RECOMMENDATION:**    **Do not fill.**

This position was in our cut package for '93-'94.

If the county's financial picture becomes better, however,  
we should revisit this decision and convert the position to  
a commercial appraiser.

**POSITION:**                    **Personal Property Tax Collection Specialist**

**SALARY:**                    **\$11.58/hr**

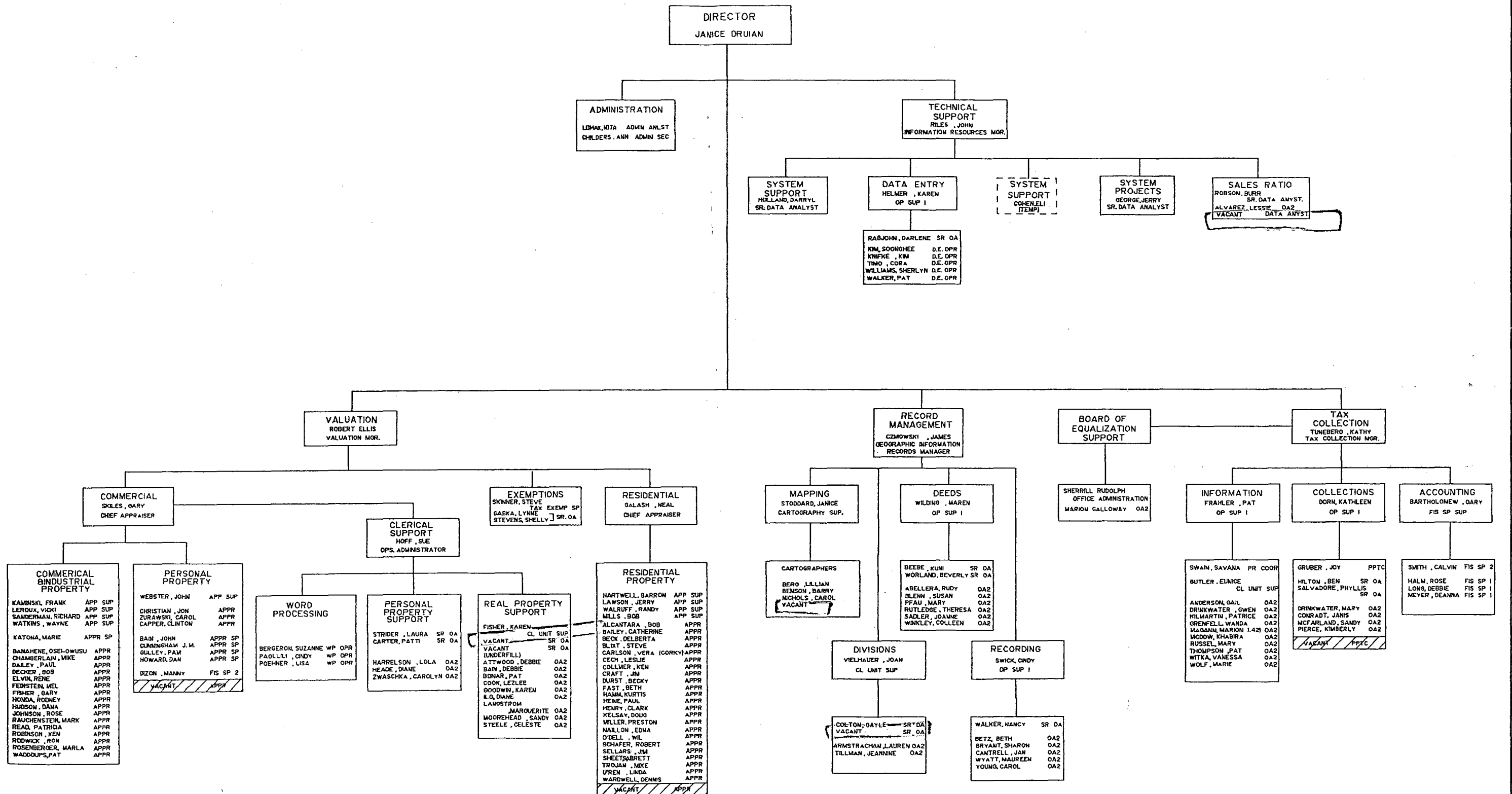
**DUTIES:**                    **Collect on delinquent Personal Property accounts**

**RECOMMENDATION:**    **Do not fill. This position was in our cut package for '93-'94.**

# MULTNOMAH COUNTY

## DIVISION OF ASSESSMENT & TAXATION

Agenda Review  
3-30-93  
R-13, R-14, R-15  
Handout #1



# BUDGET MODIFICATION NO. DES #24

(For Clerk's Use) Meeting Date APR 01 1993  
Agenda No. R-13

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Environmental Services

DIVISION Assessment & Taxation

CONTACT Janice Druian

TELEPHONE 248-3345

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Betsy Williams

### SUGGESTED

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

REQUEST TO FILL ONE CARTOGRAPHER POSITION IN THE  
DIVISION OF ASSESSMENT AND TAXATION  
(RECORDS MANAGEMENT PROGRAM)

(Estimated Time Needed on the Agenda)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

In accordance with Board Orders #93-5 and #93-20, this BUD MOD request is submitted for consideration to fill (1) Cartographer position in A&T's Records Management section from April 1 through June 30, 1993.

This position became available as a result of the Cartographer resigning effective December 31, 1992.

If approved, the appropriate dollars would be returned to the County General Fund Contingency.

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

Reduces cash transfer to Assessment & Taxation fund.

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

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

After this modification

\$ \_\_\_\_\_

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

## EXPENDITURE

TRANSACTION EB [ ]

GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		175	030	7570			5100			(6,839)		Permanent
		175	030	7570			5500			(1,854)		Direct Fringe
		175	030	7570			5550			(1,716)		Indirect Fringe
		100	045	9120			7700			10,409		Contingency Fund
		100	030	7060			7635			(10,409)		Cash Transfer from A&T Fund
		400	050	7531			6580			(1,716)		Insurance
TOTAL EXPENDITURE CHANGE												TOTAL EXPENDITURE CHANGE

**TOTAL EXPENDITURE CHANGE**

TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

~~BUDGET FY~~

[illegible]

**TOTAL REVENUE CHANGE**

**TOTAL REVENUE CHANGE**

**PERSONNEL DETAIL FOR BUD MOD NO.** DES 24

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Cartographer	(27,354)	(7,418)	(6,866)	(41,638)
	TOTAL CHANGE (ANNUALIZED)	(27,354)	(7,418)	(6,866)	(41,638)

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
	Salary Savings from Cartographer resigning 12/31/92, in A&T's Records Management section.  Current FY 92-93 requests three months to fill position from 4/93 thru 6/93.	( 6,839)	(1,854)	(1,716)	(10,409)



BUDGET MODIFICATION NO. DES #25(For Clerk's Use) Meeting Date APR 01 1993  
Agenda No. R-14

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Environmental ServicesDIVISION Assessment & TaxationCONTACT Janice DruianTELEPHONE 248-3345\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Betsy WilliamsSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)REQUEST TO FILL ONE OFFICE ASSISTANT/SENIOR POSITION IN THE  
DIVISION OF ASSESSMENT AND TAXATION  
(RECORDS MANAGEMENT PROGRAM)

(Estimated Time Needed on the Agenda)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

In accordance with Board Orders #93-5 and #93-20, this BUD MOD request is submitted for consideration to fill (1) Office Assistant Senior position in A&amp;T's Records Management section from April 1 through June 30, 1993.

This position will become available when the employee retires on March 31, 1993.

If approved, the appropriate dollars would be returned to the County General Fund Contingency.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 16 AM 10:31

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

Reduces cash transfer to Assessment &amp; Taxation fund.

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

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

After this modification \$ \_\_\_\_\_

Originated By	Date	Department Manager	Date
<i>Janice Druian</i>	3-11-93	<i>BH Williams</i>	3/15/93
Budget Analyst	Date	Personnel Analyst	Date
<i>Chau McLawson</i>	3/16/93	<i>S. Ayers</i>	3-16-93
Board Approval			Date

EXPENDITURE  
TRANSACTION

TRANSACTION, EB [ ]

GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY\_\_\_\_\_

Document  
Number

**Action**

**Fund**

**Agenc**

Organi-

## Activity

## Reporting

## Object

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-  
Total

### Description

[illegible]

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY\_\_\_\_\_

**Document  
Number**

### Action

Fund

**Agency**

**Organi-**

## Activity

## Reporting

### Revenue Source

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-Total

### Description

[illegible]

TOTAL REVENUE CHANGE/

TOTAL REVENUE CHANGE

**PERSONNEL DETAIL FOR BUD MOD NO.** DES 25

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Office Assistant/Senior	(25,369)	(6,880)	(2,948)	(35,197)
	<b>TOTAL CHANGE (ANNUALIZED)</b>	(25,369)	(6,880)	(2,948)	(35,197)

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
	Three months salary savings (4/93 thru 6/93) from (1) OA/Senior retiring in Assessment & Taxation fund - Records Management section.	( 6,342)	(1,720)	( 737)	(8,799)

**BUDGET MODIFICATION NO.** DES# 26(For Clerk's Use) Meeting Date APR 01 1993Agenda No. R-15**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**

(Date)

**DEPARTMENT** Environmental Services**DIVISION** Assessment & Taxation**CONTACT** Janice Druian**TELEPHONE** 248-3345**\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD** Betsy Williams**SUGGESTED****AGENDA TITLE** (to assist in preparing a description for the printed agenda)

REQUEST TO FILL ONE OFFICE ASSISTANT/SENIOR POSITION IN THE  
DIVISION OF ASSESSMENT AND TAXATION  
(APPRAISAL/CLERICAL PROGRAM)

(Estimated Time Needed on the Agenda)

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

☒ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

In accordance with Board Orders #93-5 and \$93-20, this BUD MOD request is submitted for consideration to fill (1) Office Assistant Senior position in A&T's Appraisal/Clerical section. This position became vacant when the employee retired February, 1993.

If approved, the appropriate dollars would be returned to the County General Fund Contingency.

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 16 AM 10:31  
MULTNOMAH COUNTY  
OREGON

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

Reduces cash transfer to Assessment & Taxation fund.

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

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

After this modification

\$ \_\_\_\_\_

Originated By	Date	Department Manager	Date
<i>Janice Druian</i>	3-11-93	<i>BH Williams</i>	3/15/93
Budget Analyst	Date	Personnel Analyst	Date
<i>Chapman</i>	3/16/93	<i>S. Ayers</i>	3-16-93
Board Approval			Date

## EXPENDITURE

TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document  
Number

### Action

**Fund**

**Agenc**

Organization

### Activity

Reporting Category

### Object

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

**Sub-  
Total**

### Description

[illegible]

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GM [ ] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

**Document  
Number**

## Action

**Fund**

**Agenc**

## Organization

## Activity

Reporting Category

Source

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-Total

### Description

[illegible]

TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

# PERSONNEL DETAIL FOR BUD MOD NO. DES 26

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Office Assistant/Senior	(25,192)	(6,832)	(3,428)	(35,452)
	TOTAL CHANGE (ANNUALIZED)	(25,192)	(6,832)	(3,428)	(35,452)

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
	Salary savings from OA/Senior retiring 2/19/93, in A&T's Appraisal/Clerical section.  Current FY 92-93 requests three months to fill position from 4/93 thru 6/93.	( 6,298)	(1,707)	( 857)	(8,862)

BUDGET MODIFICATION NO.

NOND #28

(For Clerk's Use) Meeting Date APR 01 1993  
Agenda No. R-16

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

DEPARTMENT NONDEPARTMENTAL

CONTACT PHYLLIS PHILLIPS

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

(Date) \_\_\_\_\_  
DIVISION COMMISSIONER DIST

TELEPHONE \_\_\_\_\_  
DAN SALTZMAN

SUGGESTED

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

Per Order 93-5, this budget modification deletes a vacant staff assistant position

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification deletes a vacant Staff Assistant position and transfers \$13,557 into General Fund Contingency

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 25 AM 8:49

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of Feb 28, 1993) 2,569,959

Date

After this modification 2,583,516

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

S. Myers

3-10-93

NOND #28

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
Permanent	Deletes 1 Staff Assistant	(11,084)	(889)	(1,584)	0 (13,557) 0 0 0 0 0 0 0 0 0 0
TOTAL CURRENT FISCAL YEAR CHANGES		(11,084)	(889)	(1,584)	(13,557)



~~TRANSACTION EB GM [ ]~~

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

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			
									0			
									0			
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									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

TO: Hank Miggins, Executive Assistant

FROM: Dave Boyer, Finance Director *DB by mm*

DATE: March 16, 1993

SUBJECT: Request to Fill Two Vacant Positions

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 25 AM 8:49  
MULTNOMAH COUNTY  
OREGON

This is Finance's request to fill a Fiscal Specialist II position in Accounts Payable and a Fiscal Specialist I position in Payroll. These are Finance's two vacant positions at this time. We have been using temporary help while these positions are vacant to ensure that the County's obligations are being met according to contractual or legal requirements:

The Fiscal Specialist II performs professional accounting in Accounts Payable. Responsibilities include: act as assistant to supervisor; audit and review payment vouchers; develop standards for a new vendor file system; analyze and coordinate year-end accruals for accuracy; assist in preparing annual audit working papers; train County staff in Accounts Payable Procedures and systems; and coordinate personal computer hardware and software between Accounts Payable and other Finance sections.

The Fiscal Specialist I performs payroll fiscal management and accounting work. Responsibilities include: all phases of PERS retirement systems reporting, including notification of all new participants, notices of separation for terminated or ineligible employees, notifications of leave of absence, salary certifications for potential retirees and providing other information as requested by PERS; reconciliation of Payroll and PERS records; maintenance of the U.S. Savings Bond database in the County's system and at the Federal Reserve and the purchase of Savings Bonds for employees; employment verifications; maintenance of employee database; timecard data entry; reconciling Payroll reports to the automated central financial system; providing technical assistance to other County staff in the area of Payroll; answering employees' payroll questions.

Attached are memos from Patrick Brun, Accounts Payable Supervisor and Mindy Harris, Payroll Supervisor, explaining the need for these positions. Also attached are the required Budget modifications.

Please let me know if you have questions and when we will need to make a presentation tot he Committee.

cc: Patrick Brun  
Mindy Harris  
Don Winkley



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
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RISK MANAGEMENT

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(503) 248-5111

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

## MEMORANDUM

To: Dave Boyer

From: Patrick Brun *PB*

Date: March 10, 1993

Subject: Vacant Fiscal Specialist 2 Position

Please accept this memo as a request to fill my vacant Fiscal Specialist 2 position. This is a currently budgeted position that is vacant due to a staff member receiving a promotion and transfer to another department. This position is currently being filled by a temporary employee.

Accounts Payable is currently understaffed. If I am unable to fill this position, I will need to continue using a temporary full-time or pay overtime to the rest of the staff to cover the workload.

Over the last couple of years, our workload has continued to increase, but we have been unable to add additional staff. We are currently staffed so tight that any employee absence causes us to fall behind. I will be unable to continue to pay the County's obligations in a timely fashion if this position is not filled.

PB6/ts

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 25 AM 8:49  
MULTNOMAH COUNTY  
OREGON

BUDGET MODIFICATION NO.

NOND #29

(For Clerk's Use) Meeting Date

APR 01 1993

Agenda No.

R-17

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT NONDEPARTMENTALCONTACT DAVID BOYER

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

DIVISION FINANCE (Date)TELEPHONE X 3903DAVID BOYERSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Deletes vacant Fiscal Specialist II position in Finance Division and transfers \$10,442 to General Fund Contingency

(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.)

&lt;1&gt;

Personnel changes are shown in detail on the attached sheet

If the request for filling this Fiscal Specialist II position is rejected, this budget modification will transfer \$10,442 into General Fund Contingency

Currently using temporary help to ensure that Accounts Payable is staffed to meet the County's needs

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 25 AM 8:49  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of

2/28/93 )

2,569,959

Date

After this modification

2,580,401

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

# PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

NOND #29

## 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)	Fiscal Specialist II	(28,585)	(7,752)	(5,431)	(41,768)
					0
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					0
					0
(1.00)	TOTAL CHANGE (ANNUALIZED)	(28,585)	(7,752)	(5,431)	(41,768)

## 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.)

		C U R R E N T   F Y			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent	Deletes 1 Fiscal Specialist II	(7,146)	(1,938)	(1,358)	0
					(10,442)
					0
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					0
TOTAL CURRENT FISCAL YEAR CHANGES		(7,146)	(1,938)	(1,358)	(10,442)

## TRANSACTION EB GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
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									0			
									0			
TOTAL REVENUE CHANGE										0	0	



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

TO: Dave Boyer, Finance Director

FROM: Mindy Harris, Payroll Supervisor *MH*

DATE: March 12, 1993

SUBJECT: Justification for Fiscal Specialist I, Payroll

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 25 AM 8:49  
MULTNOMAH COUNTY  
OREGON

To proceed with our request for an exception to the hiring freeze, I offer the following as justification that this position is essential to the Payroll operation.

1. The position has primary responsibility for all facets of PERS reporting. This includes notification of eligible employees to PERS in order to get their PERS status established, and notification of terminations of County employment in order that former employees may withdraw or begin retirement payout of their accounts. All the above is required by ORS 237.
2. The position has secondary responsibility for maintaining data in County employee master file, the data base that stores all employment-related information about our employees. In 1992, the County paid nearly 7,200 individuals, for which several pieces of information must be obtained, recorded, updated, and stored. Again, maintenance of this information is either directly required by law, or indirectly required in that it is information used to compute paychecks, which are required by law.
3. The position has been occupied by a temporary employee since it became vacant in October, 1992. The hiring process was nearly completed when the hiring freeze became effective. Even without an actual vacancy, where other employees are required to absorb the duties of a vacant desk, an average of ten hours of overtime per pay period are still necessary in order to complete all tasks by established deadlines.

Please let me know if I should provide further information that will increase the likelihood of effectively demonstrating the necessity of this position.



BUDGET MODIFICATION NO.

NOND #30

(For Clerk's Use) Meeting Date APR 01 1993

Agenda No. R-1B

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT NONDEPARTMENTAL

CONTACT DAVID BOYER

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

DIVISION (Date)

FINANCE

TELEPHONE 3903

DAVID BOYER

## SUGGESTED

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

Deletes vacant Fiscal Specialist I position in Finance Division and transfers \$8,933 into General Fund Contingency

(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.)

&lt;1&gt;

Personnel changes are shown in detail on the attached sheet

If the request for filling this Fiscal Specialist I position is not approved, this budget modification will transfer \$8,933 into General Fund Contingency

Payroll is currently using temporary help to ensure that the County's needs are met

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

General

Fund Contingency before this modification (as of

2/28/93

2,569,959

Date

After this modification

2,578,892

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR 23 AM 8:49  
MULTI-COUNTY  
OREGON

# PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

NOND #30

## 5. ANNUALIZED PERSONNEL CHANGES

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

of the fiscal year (1-1-)					
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Fiscal Specialist I	(24,619)	(6,677)	(4,436)	(35,732)
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## 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.)

		CURRENT FY			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent	Deletes 1 Fiscal Specialist I	(6,155)	(1,669)	(1,109)	0
					(8,933)
					0
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					0
TOTAL CURRENT FISCAL YEAR CHANGES		(6,155)	(1,669)	(1,109)	(8,933)

TRANSACTION ~~EB~~ GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD

BUDGET FY 2000

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			
									0			
									0			
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									0			
TOTAL REVENUE CHANGE										0	0	

BUDGET MODIFICATION NO.

NOND # 31(For Clerk's Use) Meeting Date APR 01 1993Agenda No. R-19

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT NONDEPARTMENTALCONTACT CURTIS SMITH

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

DIVISION EMPLOYEE SERVICES

TELEPHONE

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

Returns to General Fund Contingency \$3,757, the amount budgeted for an OAI that has been and will be left half vacant

(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

Amount Budgeted for an OAI 23698

BudMod 2 reclassification 2252

Total amount Budgeted 25950

.5 FTE 12975

Budmod 17 reduction -9218

This reduction 3757

This budget modification reduces Employee Services' budget by \$3,757 and transfers it to General Fund Contingency

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

General

Fund Contingency before this modification (as of

2/28/93)2,569,959

Date

After this modification

2,573,716

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR 24 4:49 PM*Ching Hing**3/16/93**S. Ayers**3-16-93*

## 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
NOND 31	C	100	50	7510			5100	361,811	359,417	(2,394)		PERMANENT
NOND 31	C	100	50	7510			5500	98,011	97,476	(535)		FRINGE
NOND 31	C	100	50	7510			5550	54,303	53,475	(828)		INSURANCE
										0		
NOND 31	C	100	45	9120			7700			3,757		CONTINGENCY
NOND 31	C	400	50	7550			6580			(828)		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										(828)	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 31	C	400	50	7040			6600		(828)	(828)		GENERAL FUND
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										(828)	0	

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 3/1/93

**NAME** Roger Montgomery

**ADDRESS** 10 NW Broadway  
**STREET**

Portland, 97209  
**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

Open<sup>x-20</sup>

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

DALE W. PENN  
DISTRICT ATTORNEY

CHIEF DEPUTY  
SUPPORT ENFORCEMENT  
CARL R. STECKER



*Regular Meeting*  
*4-1-93*  
*R-20*  
DEPUTY DISTRICT ATTORNEYS  
KATHLEEN S. FORBES  
JEANNINE M. WIESNER  
(503) 588-5152

MARION COUNTY DISTRICT ATTORNEY  
FAMILY SUPPORT DIVISION  
CAPITOL CENTER, SUITE 345  
388 STATE STREET  
SALEM, OREGON 97301

March 11, 1993

TO: Roger Montgomery  
FROM: Carl R. Stecker  
Marion County Deputy District Attorney  
RE: HB2959

Enclosed are my proposed amendments to HB2959.

CRS:cd  
enc.

# House Bill 2959

Introduced and printed pursuant to House Rule 13.01

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Prohibits person who is \$2,500 or more in arrears in child support payments from registering, or renewing registration, of any vehicle or mobile home. Requires Support Enforcement Division to notify Motor Vehicles Division when \$2,500 arrearage exists and when arrearage has been sufficiently reduced to allow registration to resume.

## A BILL FOR AN ACT

Relating to support enforcement.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** Section 2 of this Act is added to and made a part of ORS chapter 803.

**SECTION 2.** (1) The division shall not issue registration, or renew registration, <sup>and shall cancel the registration</sup> for a vehicle ~~or a mobile home~~ if the division has been notified under section 3 (1) of this 1993 Act that the applicant is <sup>\$10,000 or more</sup> in arrears in a child support obligation.

(2) The prohibition against registration or renewal contained in subsection (1) of this section continues until the division has been notified under section 3 (2) of this 1993 Act that the applicant has <sup>made appropriate arrangements with a child support</sup> satisfactorily reduced the arrearage. <sup>enforcement agency.</sup>

**SECTION 3.** (1) When a person who has been ordered to make payments for the support of a child is <sup>\$10,000</sup> ~~\$2,500~~ or more in arrears in the support obligation, the Support Enforcement Division of the Department of Justice shall notify the Motor Vehicles Division of the Department of Transportation of that fact. <sup>DMV shall promptly notify registrants that</sup> ~~their registration is subject to cancellation.~~

(2) When the person ~~has reduced the arrearage by 50 percent and~~ <sup>child support enforcement account w</sup> has established a regular payment schedule, as defined by rule of the Support Enforcement Division, the Support Enforcement Division shall notify the Motor Vehicles Division ~~of that fact~~ <sup>registration may be renewed</sup>.

(3) The Support Enforcement Division shall adopt rules necessary to carry out the provisions of this section.

(4) DMV shall include on all registration forms and renewals thereof questions and certifications regarding all child support obligations owed by the registrant.

(5) A registrant who provides false information in response to the questions in subsection (4) shall be subject to penalties for perjury and revocation of vehicular registration.

NOTE: Matter in boldfaced type in an amended section is new; matter [italic and bracketed] is existing law to be omitted. New sections are in boldfaced type.



March 12, 1993

Representative Lonnie Roberts  
Chief Sponsor HB2959  
Capitol Building  
H481  
Salem, OR 97302

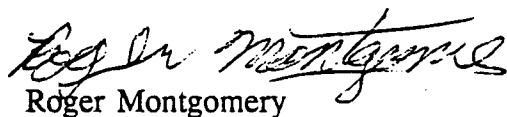
Dear Representative Roberts:

Thank you very much for working with me on HB2959 and 2960 and being Chief Sponsor for these bills.

I don't think you would consider this a Democrat or Republican bill as this bill is in the interest of children who's parents are not paying child support and the tax payers are, as you are aware. The State of Oregon does not have the money to continue supporting delinquent parents, any longer before and after Measure 5. Surely Measure 5 has had a major effect on budget cuts today.

Again, I would like to thank you for your support. I am looking forward to getting HB2959 up for public hearing and hope you will be there so we may hear your input.

Sincerely,

  
Roger Montgomery

RM/gmc