

## ANNOTATED MINUTES

*Tuesday, December 14, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602*

### BOARD BRIEFINGS

- B-1 Review of Land Use Appeal Hearing Practices and Procedures. Request Board direction on a strategy for the Processing of Appeals of Hearings Officer/Planning Commission Decisions on Quasi-Judicial Land Use Applications. Presented by R. Scott Pemble, Laurence Kressel and Representatives from Clackamas County Counsel, Portland City Attorney and Metro Legal Counsel.*

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY  
LAURENCE KRESSEL, ADRIENNE BROCKMAN, SCOTT PEMBLE  
AND MIKE JUDD. BOARD DISCUSSION AND COMMENTS.  
DISCUSSION TO CONTINUE FOLLOWING AFTERNOON  
PLANNING MEETING.**

- B-2 Briefing and Discussion of Program Measurements and Program Narrative. Presented by Dave Warren and Gary Blackmer.*

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY  
DAVE WARREN AND GARY BLACKMER.**

---

*Tuesday, December 14, 1993 - 1:30 PM  
Multnomah County Courthouse, Room 602*

### PLANNING ITEMS

*Chair Beverly Stein convened the meeting at 1:40 p.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.*

- P-1 LD 2-93/MC 1-93 Review the November 24, 1993 Planning and Zoning Hearings Officer Decision DENYING Tentative Plan for the Type I Land Division Requested, a Partition Resulting in Three Lots; and DENYING the Request to Use Easements as a Means of Access to Proposed Parcels 1 and 3, for Property Located at 17903 NW ST. HELENS ROAD.*

**DECISION READ, NO APPEAL FILED, DECISION STANDS.**

- P-2 C 7-93 First Reading of a Proposed ORDINANCE Amending Sections of MCC 11.45, the Multnomah County Land Division Ordinance*

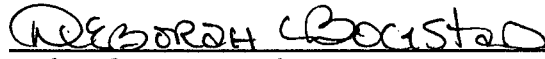
**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER SALTZMAN MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL OF THE  
FIRST READING. PLANNER DAVE PRESCOTT PRESENTATION**

**AND RESPONSE TO BOARD QUESTIONS. COUNSEL JOHN DuBAY COMMENTS AND RESPONSE TO BOARD QUESTIONS. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR 1:30 P.M., TUESDAY, DECEMBER 28, 1993.**

**AT 1.55 P.M., THE BOARD RESUMED DISCUSSION OF LAND USE APPEAL PRACTICE AND PROCEDURES FROM MORNING BRIEFING. MR. PEMBLE PRESENTED STAFF RECOMMENDATIONS. MR. DuBAY AND MR. PEMBLE RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION. BOARD DIRECTED STAFF TO PREPARE CODE AMENDMENT TO NO LONGER REQUIRE TRANSCRIPT PREPARATION, AND TO LOOK INTO SOME TYPE OF BOARD ROOM SIGNAGE WITH INSTRUCTIONS FOR PUBLIC PROCESS AND PROCEDURES FOR APPEAL HEARINGS. CHAIR STEIN DIRECTED THAT STAFF REPLY TO SURVEY PARTICIPANTS ADVISING OF THE CHANGES TO BE MADE IN CONNECTION WITH THEIR RESPONSE.**

*There being no further business, the meeting was adjourned at 2:40 p.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
**Deborah L. Bogstad**

---

*Tuesday, December 14, 1993 - 2:45 PM  
Multnomah County Courthouse, Room 602*

**WORK SESSION**

**WS-1      Program Measurements and Program Narrative for the Department of Library Services.**

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY DAVE WARREN, GINNIE COOPER, PAUL MILLIUS, CHING HAY, MEGANNE STEELE, JEANNE GOODRICH AND MARGARET EPTING.**

---

*Wednesday, December 15, 1993 - 8:30 AM  
Multnomah County Courthouse, Room 602*

**WORK SESSIONS**

**WS-2      Program Measurements and Program Narrative for the Multnomah County Sheriff's Office.**

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY  
SHERIFF BOB SKIPPER, LARRY AAB, RANDY AMUNDSON,  
STEVE TILLINGHAST, JOHN SCHWEITZER, AND JAN  
LANGFORD.**

WS-3      *Program Measurements and Program Narrative for the District Attorney's Office*

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY  
MICHAEL SCHRUNK.**

---

*Thursday, December 16, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602*

**REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:32 a.m., with Commissioners Sharron Kelley and Dan Saltzman present, Commissioner Tanya Collier excused and Vice-Chair Hansen to arrive late.*

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY  
COMMISSIONER SALTZMAN, THE CONSENT CALENDAR WAS  
UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-1      *ORDER in the Matter of the Execution of Deed D940971 for Certain Tax Acquired  
Property to AAA Structures, Inc.*

**ORDER 93-388.**

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

R-6      *First Reading and Possible Adoption of an ORDINANCE Repealing Multnomah  
County Ordinances 632 and 751, and Creating the Multnomah Commission on  
Children and Families, and Declaring an Emergency*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER SALTZMAN MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL OF THE  
FIRST READING AND ADOPTION. CHAIR STEIN  
EXPLANATION. BOARD COMMENTS. ORDINANCE 780  
UNANIMOUSLY APPROVED.**

R-7      *In the Matter of the Appointments of Judith Armatta, Kathy Dimond, Bernie Guisto,  
Chisao Hata, David Jordan, Kay Lowe, Janice Nightingale, Roby Roberts, Steve*

*Fulmer, Muriel Goldman, Betty Jean Lee, Sharon McCluskey, Thach Nguyen, Blanca Ruckert, Jana Shouter, Cornetta Smith, Luther Sturdevant, Maria Tenorio, Pauline Anderson, Jacki Cottingim, Mimi Gray, Samuel Henry, Mark Rosenbaum, Joseph Tam, Kay Toran, Nan Waller and Diane Walton to the MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES*

**CHAIR STEIN PRESENTATION AND INTRODUCTION OF APPOINTEES AND COMMISSION CHAIR PAULINE ANDERSON. MS. ANDERSON COMMENTS. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, R-7 WAS UNANIMOUSLY APPROVED.**

**CHAIR STEIN INTRODUCED NEWLY APPOINTED COMMISSION DIRECTOR HELEN RICHARDSON. MS. RICHARDSON COMMENTS.**

*The Board recessed at 9:54 a.m. and reconvened at 10:02 a.m. Vice-Chair Hansen arrived at 10:03 a.m.*

*R-1 Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Five to Thirty Years of Service.*

**BOARD COMMENTS IN APPRECIATION OF COUNTY EMPLOYEES. BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO MATHEW DELENIKOS, RICHIE GOSS, LYLE HALVERSON, JUANITA JOHNSON, DANIEL PINKNEY AND SANDRA RORICK OF DCC; JAMES CRAFT, PAUL DAILEY, BETTY HOPKINS, ROBERT MASSEY AND MICHAEL TROJAN OF DES; LORNA SCHILLING OF DLS; JOHN DuBAY OF NOND; LINDA BAILEY, ALLISON BELCHER, DEBORAH DANNER, WILLIAM GROSSIE, KRISTINA OGILVIE, CAROLINE SULLIVAN AND DUANE WILLHITE OF DSS; 10 YEAR AWARD PRESENTED TO MARY FARRIER OF DCC. 15 YEAR AWARDS PRESENTED TO WILLIAM BENDER, SIDNEY DICKERSON AND BONNIE SCOTT OF DCC; THOMAS DANIELS, JAMES KOCH, CURTIS MEADE, SANDRA MOORHEAD, GLORIA PICKERING, WILLIAM SMITH, SAVANA SWAIN AND FRANCINE YUNKER OF DES. 20 YEAR AWARDS PRESENTED TO JAMES MASON, KATHLEEN STALLINGS AND EDNA THOMPSON OF DCC; DONALD COURSER AND PAMELA GULLEY OF DES. 25 YEAR AWARDS PRESENTED TO MICHAEL GILSDORF AND ROBERT SULLIVAN OF DES. 30 YEAR AWARD PRESENTED TO STANLEY BUCKNUM OF DLS.**

*R-2 PUBLIC HEARING and Consultation Regarding Cancellation of Real Property Taxes for 335 Real Property Tax Accounts Located within Multnomah County, in the Approximate Amount of \$876,046.60*

**VICE-CHAIR HANSEN AND ERIC STEN PRESENTATION, EXPLANATION AND INTRODUCTION OF MAXINE**



**FITZPATRICK. HEARING HELD, NO ONE WISHED TO TESTIFY.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**R-3      RESOLUTION in the Matter of Approval of an Intergovernmental Agreement for Management of the "Willamette Shore Line" Right of Way**

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. SCOTT PEMBLE PRESENTATION, EXPLANATION AND INTRODUCTION OF SHARON KELLY-MEYER AND JENNIFER RYAN. RESOLUTION 93-389 UNANIMOUSLY APPROVED.**

**R-4      RESOLUTION in the Matter of Creating an Interim Multnomah County Advisory Fair Board.**

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. HANK MIGGINS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD RECOGNITION AND ACKNOWLEDGEMENT OF FAIR TASK FORCE MEMBERS IN AUDIENCE. RESOLUTION 93-390 UNANIMOUSLY APPROVED. RICK SANDERS TESTIMONY IN SUPPORT OF ADVISORY FAIR BOARD.**

**NON-DEPARTMENTAL**

**R-5      RESOLUTION in the Matter of Multnomah County's Participation in a Cities/County Coordinating Committee**

**AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT R-5 BE CONTINUED THURSDAY, DECEMBER 23, 1993.**

**SHERIFF'S OFFICE**

**R-8      Ratification of Intergovernmental Agreement Contract 800544 Between the City of Portland and Multnomah County, Providing Sheriff's Office Access to the 800 MHZ, Simulcast and Trunking Radio System**

**AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT R-8 BE CONTINUED THURSDAY, DECEMBER 23, 1993.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

**R-9      Budget Modification DCC #2 Requesting Authorization to Increase ADAPT Grant Revenue and Move Sanctions and Services Revenue to Program Development Budget within the Southeast Division Budget**

**COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-9. TAMARA HOLDEN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-10      *Budget Modification DCC #3 Requesting Authorization to Increase Personal Services and Decrease Materials and Services in the Day Reporting Center within the West District Division Budget*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. TAMARA HOLDEN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF LIBRARY SERVICES**

- R-11      *Budget Modification DLS #2 Requesting Authorization to Increase the Department of Library Services Indirect Cost Rate from 6.14% to 6.9%, as Specified in the 1993-94 Indirect Cost Rate Agreement*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. CHING HAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF HEALTH**

- R-12      *Ratification of Intergovernmental Agreement Contract 201744 Between the Oregon Office of Medical Assistance (OMAP) and Multnomah County, for the Provision of Fully Capitated Health Services to Medicaid Clients through CareOregon, for the Period February 1, 1994 through September 30, 1994*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-12. TOM FRONK AND MARY LOU HENNRICH PRESENTATION, EXPLANATION AND RESPONSE TO BOARD QUESTIONS. STAFF TO PROVIDE BOARD WITH QUARTERLY FINANCIAL UPDATES. BOARD COMMENTS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-13      *Ratification of Intergovernmental Agreement Contract 201104 Between the Oregon Office of Medical Assistance (OMAP) and Multnomah County, Wherein the Health Department Acts as a Dental Care Organization (DCO) to Provide Members of OMAP's Oregon Health Plan with Prepaid Dental Services on a Capitated Basis, for the Period February 1, 1994 through September 30, 1994*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-13. MR. FRONK EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

**CHILDREN AND FAMILIES SERVICES DIVISION**

- R-14      *Request for Approval in the Matter of a Grant Award from the Oregon Commission on Children and Families, Juvenile Justice and Delinquency Prevention Office, to Provide Partial Funding for the Roosevelt Cluster Coordinator Position, for the Retroactive Period July 1, 1993 through September 30, 1993*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-14. REY ESPANA EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-16      *Ratification of Intergovernmental Agreement Contract 301174 Between Metro and Multnomah County, Transferring Effective January 1, 1994, the Operation and Management of Regional Parks, Natural Areas, Golf Courses, Cemeteries and Trade Spectator Facilities Presently Owned and Operated by Multnomah County, to Metro, Including Transfer of all Personnel and Financial Assets of the County's Recreation Fund, Phase I, and Effective July, 1996, Transfer of County Ownership of Those Facilities and Associated Property to Metro, Phase II*


**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-16. BETSY WILLIAMS SUBMITTED AN AMENDED AGREEMENT FOR BOARD CONSIDERATION. MS. WILLIAMS PRESENTATION, EXPLANATION AND RESPONSE TO BOARD QUESTIONS. TESTIMONY IN OPPOSITION TO TRANSFER FROM TOM CROPPER AND RICK SANDERS. BOARD RESPONSE TO MR. SANDERS. BOARD COMMENTS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE AMENDMENTS WERE UNANIMOUSLY APPROVED. THE AGREEMENT AS AMENDED WAS UNANIMOUSLY APPROVED. MR. MIGGINS COMMENTS IN SUPPORT OF EXCELLENT EXPO STAFF.**

**PUBLIC COMMENT**

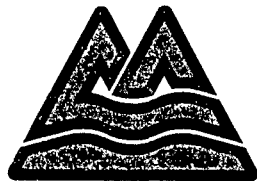
- R-15      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*There being no further business, the meeting was adjourned at 11:15 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
Deborah L. Bogstad

12-16-93.MIN/deb



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

#### DECEMBER 13, 1993 - DECEMBER 17, 1993

*Tuesday, December 14, 1993 - 9:30 AM - Board Briefings. . . . .Page 2*

*Tuesday, December 14, 1993 - 1:30 PM - Planning Items . . . . .Page 2*

*Tuesday, December 14, 1993 - 2:45 PM - Work Session . . . . .Page 2*

*Wednesday, December 15, 1993 - 8:30 AM - Work Sessions . . . . .Page 3*

*Thursday, December 16, 1993 - 9:30 AM - Regular Meeting. . . . .Page 3*

*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 Noon, 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, December 14, 1993 - 9:30 AM*

*Multnomah County Courthouse, Room 602*

**BOARD BRIEFINGS**

- B-1 Review of Land Use Appeal Hearing Practices and Procedures. Request Board direction on a strategy for the Processing of Appeals of Hearings Officer/Planning Commission Decisions on Quasi-Judicial Land Use Applications. Presented by R. Scott Pemble, Laurence Kressel and Representatives from Clackamas County Counsel, Portland City Attorney and Metro Legal Counsel. 9:30 AM TIME CERTAIN, 90 MINUTES REQUESTED.*
- B-2 Briefing and Discussion of Program Measurements and Program Narrative. Presented by Dave Warren and Gary Blackmer. 11:00 AM TIME CERTAIN, 1 HOUR REQUESTED.*
- 

*Tuesday, December 14, 1993 - 1:30 PM*

*Multnomah County Courthouse, Room 602*

**PLANNING ITEMS**

- P-1 LD 2-93/MC 1-93 Review the November 24, 1993 Planning and Zoning Hearings Officer Decision DENYING Tentative Plan for the Type I Land Division Requested, a Partition Resulting in Three Lots; and DENYING the Request to Use Easements as a Means of Access to Proposed Parcels 1 and 3, for Property Located at 17903 NW ST. HELENS ROAD.*
- P-2 C 7-93 First Reading of a Proposed ORDINANCE Amending Sections of MCC 11.45, the Multnomah County Land Division Ordinance. 1 HOUR REQUESTED.*
- 

*Tuesday, December 14, 1993 - 2:45 PM*

*Multnomah County Courthouse, Room 602*

**WORK SESSION**

- WS-1 Program Measurements and Program Narrative for the Department of Library Services. 2:45 PM TIME CERTAIN, 2 1/4 HOURS REQUESTED.*
-

Wednesday, December 15, 1993 - 8:30 AM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-2      *Program Measurements and Program Narrative for the Multnomah County Sheriff's Office. 8:30 AM TIME CERTAIN, 2 HOURS REQUESTED.*
- WS-3      *Program Measurements and Program Narrative for the Department of Community Corrections. 10:30 AM TIME CERTAIN, 1 1/2 HOURS REQUESTED.*
- 

Thursday, December 16, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1      *ORDER in the Matter of the Execution of Deed D940971 for Certain Tax Acquired Property to AAA Structures, Inc.*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1      *Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Five to Thirty Years of Service. 9:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.*
- R-2      *PUBLIC HEARING and Consultation Regarding Cancellation of Real Property Taxes for 335 Real Property Tax Accounts Located within Multnomah County, in the Approximate Amount of \$876,046.60. 10:00 AM TIME CERTAIN, 10 MINUTES REQUESTED.*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3      *RESOLUTION in the Matter of Approval of an Intergovernmental Agreement for Management of the "Willamette Shore Line" Right of Way. 10:15 AM TIME CERTAIN, 15 MINUTES REQUESTED.*
- R-4      *RESOLUTION in the Matter of Creating an Interim Multnomah County Advisory Fair*

Board. 10:30 AM TIME CERTAIN, 15 MINUTES REQUESTED.

**NON-DEPARTMENTAL**

- R-5      *RESOLUTION in the Matter of Multnomah County's Participation in a Cities/County Coordinating Committee (CONTINUED FROM DECEMBER 9, 1993. PLEASE NOTE: CHAIR STEIN WILL BE REQUESTING A CONTINUANCE TO DECEMBER 23, 1993.)*
- R-6      *First Reading and Possible Adoption of an ORDINANCE Repealing Multnomah County Ordinances 632 and 751, and Creating the Multnomah Commission on Children and Families, and Declaring an Emergency*
- R-7      *In the Matter of the Appointments of Judith Armatta, Kathy Dimond, Bernie Guisto, Chisao Hata, David Jordan, Kay Lowe, Janice Nightingale, Roby Roberts, Steve Fulmer, Muriel Goldman, Betty Jean Lee, Sharon McCluskey, Thach Nguyen, Blanca Ruckert, Jana Shouter, Cornetta Smith, Luther Sturdevant, Maria Tenorio, Pauline Anderson, Jacki Cottingim, Mimi Gray, Samuel Henry, Mark Rosenbaum, Joseph Tam, Kay Toran, Nan Waller and Diane Walton to the MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES*

**SHERIFF'S OFFICE**

- R-8      *Ratification of Intergovernmental Agreement Contract 800544 Between the City of Portland and Multnomah County, Providing Sheriff's Office Access to the 800 MHZ, Simulcast and Trunking Radio System*

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-9      *Budget Modification DCC #2 Requesting Authorization to Increase ADAPT Grant Revenue and Move Sanctions and Services Revenue to Program Development Budget within the Southeast Division Budget*
- R-10      *Budget Modification DCC #3 Requesting Authorization to Increase Personal Services and Decrease Materials and Services in the Day Reporting Center within the West District Division Budget*

**DEPARTMENT OF LIBRARY SERVICES**

- R-11      *Budget Modification DLS #2 Requesting Authorization to Increase the Department of Library Services Indirect Cost Rate from 6.14% to 6.9%, as Specified in the 1993-94 Indirect Cost Rate Agreement*

**DEPARTMENT OF HEALTH**

- R-12      *Ratification of Intergovernmental Agreement Contract 201744 Between the Oregon Office of Medical Assistance (OMAP) and Multnomah County, for the Provision of*

*Fully Capitated Health Services to Medicaid Clients through CareOregon, for the Period February 1, 1994 through September 30, 1994*

- R-13      *Ratification of Intergovernmental Agreement Contract 201104 Between the Oregon Office of Medical Assistance (OMAP) and Multnomah County, Wherein the Health Department Acts as a Dental Care Organization (DCO) to Provide Members of OMAP's Oregon Health Plan with Prepaid Dental Services on a Capitated Basis, for the Period February 1, 1994 through September 30, 1994*

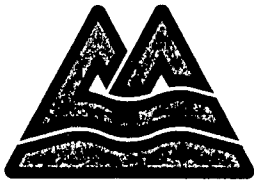
**CHILDREN AND FAMILIES SERVICES DIVISION**

- R-14      *Request for Approval in the Matter of a Grant Award from the Oregon Commission on Children and Families, Juvenile Justice and Delinquency Prevention Office, to Provide Partial Funding for the Roosevelt Cluster Coordinator Position, for the Retroactive Period July 1, 1993 through September 30, 1993*

**PUBLIC COMMENT**

- R-15      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*





# MULTNOMAH COUNTY OREGON

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

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

## SUPPLEMENTAL AGENDA

*Thursday, December 16, 1993 - 9:30 AM*

*Multnomah County Courthouse, Room 602*

### REGULAR MEETING

- R-16      *Ratification of Intergovernmental Agreement Contract 301174 Between Metro and Multnomah County, Transferring, Effective January 1, 1994, the Operation and Management of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro, Including Transfer of All Personnel and Financial Assets of the County's Recreation Fund (Phase I); and Effective July, 1996, Transfer of County Ownership of Those Facilities and Associated Property to Metro (Phase II)*

1993-4.AGE/50

MEETING DATE: \_\_\_\_\_

DEC 16 1993

AGENDA NO: \_\_\_\_\_

C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to former owner.

BOARD BRIEFING: Date Requested: \_\_\_\_\_.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: Consent \_\_\_\_\_.

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Rich Payne

TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

Request approval of Repurchase Deed D940971 to former owner.

Deed D940971 and Board Orders attached.

12/21/93 originals to Beverly Scott

SIGNATURES REQUIRED:

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

OR

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

Betsy Willian

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 DEC -7 AM 11:43

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D940971 for Certain ) ORDER  
Tax Acquired Property to ) 93-388  
A A A STRUCTURES INC.

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that A A A STRUCTURES INC. is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$6,860.29 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

LINCOLN PARK  
LOT 12, BLOCK 13

Dated at Portland, Oregon this 16th day of December ,1993



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED D940971

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to A A A STRUCTURES INC. Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LINCOLN PARK  
LOT 12, BLOCK 13

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,860.29.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

10424 SE CHERRY BLOSSOM DR #105  
PORTLAND, OREGON 97216

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 16th day of December, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED:  
Laurence Krassel, County Counsel  
for Multnomah County, Oregon

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

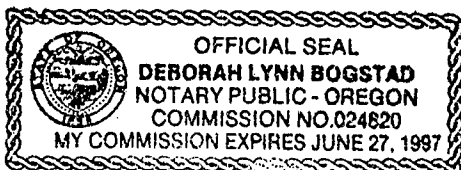
By Kathleen A. Juneberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97205 166/200/Tax Collections

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

*On this 16th day of December, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: DEC 16 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: 1993 EMPLOYEE SERVICE AWARDS - First Quarter

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: December 16, 1993

Amount of Time Needed: 30 Minutes

DEPARTMENT: Non-Department DIVISION: Employee Services

CONTACT: Sara Martin TELEPHONE #: 248-5015  
BLDG/ROOM #: 106/1430/ES

PERSON(S) MAKING PRESENTATION: Sara Martin

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

Presentation of Employee Service Awards - 39 employees have indicated they plan to attend the meeting to receive their awards.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 DEC - 7 AM 11:43

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: Chris Brown

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

**SERVICE AWARDS - 1993 - FIRST QUARTER**

**DECEMBER 16, 1993**

**DCC - Five Year**

Mathew Delenikos  
Richie Goss  
Lyle Halverson  
Juanita Johnson  
Daniel Pinkney  
Sandra Rorick

**DES - Five Year**

James Craft  
Paul Dailey  
Betty Hopkins  
Robert Massey

**LIB - Five Year**

Lorna Schilling

**NON-D - Five Year**

John DuBay

**DSS - Five Year**

Linda Bailey  
Allison Belcher  
Deborah Danner  
William Grossie  
Kristina Ogilvie  
Caroline Sullivan  
Duane Willhite

-----  
**DCC - Ten Year**

Mary Farrier

**DCC - Fifteen Year**

William Bender  
Sidney Dickerson  
Bonnie Scott

**DES - Fifteen Year**

Thomas Daniels  
James Koch  
Curtis Meade  
Sandra Moorhead  
Gloria Pickering  
William Smith  
Savana Swain  
Francine Yunker

-----  
**DCC - Twenty Year**

James Mason  
Kathleen Stallings  
Edna Thompson

**DES - Twenty Year**

Donald Courser  
Pamela Gulley

-----  
**DES - Twenty-Five Year**

Michael Gilsdorf  
Robert Sullivan

-----  
**LIB - Thirty Year**

Stanley Bucknum

MEETING DATE: DEC 16 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

TIME CERTAIN 10:00 a.m.  
AGENDA PLACEMENT FORM

SUBJECT: Hearing and Consultation

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: December 16, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: Non Departmental

DIVISION: \_\_\_\_\_

CONTACT: Chair's Office

TELEPHONE #: 3308

BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Commissioner Gary Hansen

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY \* ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

Hearing and consultation being held regarding cancellation of real property taxes for 335 property tax accounts located within Multnomah County.

**SIGNATURES REQUIRED:**

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

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 DEC -9 PM 12:10

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



To: Board of County Commissioners

From: Gary Hansen

December 9, 1993

Requested Placement Date: December 16, 1993

Re: Hearing and Consultation

I. Recommendation/Action Requested: Informational

II. Background/Analysis: Cancellation of real property taxes for 335 property tax accounts located in Multnomah County upon the petition of Portland Community Reinvestment Initiatives, Inc. (PCRI) as a nonprofit housing agency. House Bill 2017 gives the County the authority to cancel certain properties was passed by the Oregon legislature and became effective November 3, 1993.

III. The cancellation of these taxes will result in less monies in the County's unsegregated tax fund and less revenue to each of the taxing districts within Multnomah County.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Currnt County Policies: Possible Ordinance 670, Tax Foreclosed Property.

VII. Citizen Participation: None

VIII. Other Government Participation: All taxing districts notified of hearing November 17.

## NOTICE OF HEARING AND CONSULTATION

TO: ALL TAXING DISTRICTS IN MULTNOMAH COUNTY

On December 16, 1993, at 10:00 AM at the Multnomah County Courthouse, 1020 SW Fourth Avenue, Room 602, Portland, Oregon, a hearing and consultation shall be held regarding cancellation of real property taxes for 335 real property tax accounts located within Multnomah County. The cancellation of these taxes will result in less monies in the County's unsegregated tax fund and less revenue to each of the taxing districts within Multnomah County.

The total unpaid property taxes, interest and penalties which may be canceled are approximately \$876,046.60. An exact figure will be available at the hearing.

For further information please call the Multnomah County Chair's Office at 248-3308.

MEETING DATE: DEC 16 1993  
AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: WILLAMETTE SHORE LINE IGA

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: DECEMBER 16, 1993

Amount of Time Needed: 15 minutes

DEPARTMENT: DES DIVISION: PLANNING & DEVELOPMENT

CONTACT: R. SCOTT PEMBLE/MARK HESS TELEPHONE #: 248-3043  
BLDG/ROOM #: 412/103

PERSON(S) MAKING PRESENTATION: R SCOTT PEMBLE / SHARON MEYER

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

To provide a structure among the participating jurisdictions for the governance of the Willamette Shore Line ((Jefferson Line)) until such time as the region determines its exact use. The participating jurisdictions are Tri Met, Multnomah and Clackamas Counties, Metro, ODOT, and Portland and Lake Oswego.

12/21/93 copies to Scott Pemble &  
Mark Hess

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Betsy H. Williams

BOARD OF  
COUNTY COMMISSIONERS  
1993 DEC - 9 AM 8:47  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING  
AND DEVELOPMENT  
2115 S.E. MORRISON STREET  
PORTLAND, OREGON 97214  
(503) 248-3043

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

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** R. SCOTT PEMBLE, PLANNING DIRECTOR

**TODAY'S DATE:** DECEMBER 7, 1993

**REQUESTED PLACEMENT DATE:** DECEMBER 16, 1993 PLANNING ITEMS

**RE:** "WILLAMETTE SHORE LINE"; PROPOSED I.G.A & RIGHT-OF-WAY POLICIES

**I. RECOMMENDATION/ACTION REQUESTED:**

Request Board adoption of an Intergovernmental Agreement (IGA) proposed for management of the "Willamette Shore Line" Right-of-Way. (See Exhibit 1 for a summary of the IGA)

**II. BACKGROUND/ANALYSIS:**

The *Jefferson Street Branch Line* was purchased from Southern Pacific Railroad in 1988 by a Consortium of seven jurisdictions. The Consortium includes: Multnomah County, Clackamas County, ODOT, Metro, Tri-Met, and the cities of Portland and Lake Oswego.

Since purchase of the line, Consortium members have recognized a need for policies and standards to: review proposed or unauthorized encroachments, process requests for public or private crossings, and provide uniform management of the Right-of-Way for potential transportation use in the future.

County Planning Staff participated in the Technical Advisory Group (TAG) formed in late 1992 and assisted with development of policies proposed to manage the uses and crossings within the Right-of-Way. The TAG proposes that each jurisdiction in the Consortium adopt the IGA to implement the policies. The IGA would formalize the Consortium and its the management of the Right-of-Way. It is intended to protect the Right-of-Way from encroachments, assure public safety, and protect the corridor for potential transit use in the future.

**III. FINANCIAL IMPACTS:**

The cost to the County is essentially unchanged because current procedures for permits and review of cross-

ings or encroachments are already deferred to Tri-Met and the Portland Transportation Office. County Planning and Right-of-Way Staff responsibilities remain basically to coordinate application reviews in the unincorporated area along the line (*i.e.*, Dunthorpe). A County Representative to the Consortium (*i.e.*, the Planning Director or Transportation Division Director) would attend at least annual meetings of the Consortium.

#### **IV. LEGAL ISSUES:**

All member jurisdictions agree to consult if a claim is filed. If the Consortium decides to defend, all members will participate. If Consortium decides not to defend, the named jurisdiction will choose the appropriate response/defense. Each member bears their own costs for legal counsel.

#### **V. CONTROVERSIAL ISSUES:**

*Key Citizen Concerns* are summarized in an attached question/answer summary derived from citizen comments at a September 14, 1993 public meeting. (See *Key Citizen Concerns* summary attached as Exhibit II)

#### **VI. LINK TO CURRENT COUNTY POLICIES:**

The proposed IGA extends and affirms the County commitments articulated in the 1988 joint acquisition of the former Jefferson Street Line, purchased from Southern Pacific Railroad by the seven jurisdictions in the Consortium.

#### **VII. CITIZEN PARTICIPATION:**

About 100 citizens attended a public meeting held at Metro offices on September 14, 1993. All property owners along the Right-of-Way (about 600 properties) were notified by mail of the Consortium policy review and citizens were invited to a September 14, 1993 meeting to share information and offer comments on the Draft Policies. (See *Key Citizen Concerns* summary attached as Exhibit II).

#### **VIII. OTHER GOVERNMENT PARTICIPATION:**

The Consortium includes: Multnomah County, Clackamas County, ODOT, Metro, Tri-Met, and the cities of Portland and Lake Oswego. A Technical Advisory Group (TAG) was formed in late 1992 with representatives from all seven jurisdictions.

The Lake Oswego City Council adopted the IGA on November 16, 1993

The Tri-Met Board of Directors adopted the IGA on November 24, 1993

Tri-met and Metro Staff will assist in presenting the IGA to the Board.

KEY TERMS  
OF  
WILLAMETTE SHORE LINE  
INTERGOVERNMENTAL AGREEMENT

**PURPOSE**

To provide a structure among the participating jurisdictions for the governance of the Line until such time as the region determines its exact use. The participating jurisdictions are Tri-Met, Metro, ODOT, Multnomah and Clackamas Counties, and Portland and Lake Oswego.

**KEY TERMS**

- \* Consortium Established. The jurisdictions formally constitute themselves as the Willamette Shore Line Consortium to manage the Line.
- \* Representatives to Consortium. Either the director of planning or the director of transportation from each jurisdiction.
- \* Consortium Chair and Staff. Metro's representative will be the initial Chair. Tri-Met and Metro will staff.
- \* Consortium Meetings. The Consortium will meet at least annually and may be convened at the request of any member.
- \* Adoption of Right-of-Way Management Policy. Approval of IGA includes adoption of ROW Management Policy. Application of Policy requires jurisdictions when reviewing applications to encroach upon or cross the ROW to abide by Tri-Met engineering recommendations based on the Policy. A jurisdiction which disagrees with Tri-Met may appeal the matter to the whole Consortium, whose decision shall be followed by the jurisdiction.
- \* Ownership of Right-of-Way. Portland continues to hold title for the benefit of the Consortium.
- \* Operations and Maintenance. Agreement between Portland and Lake Oswego to continue.
- \* Claims. Jurisdictions to consult if a claim filed. If Consortium decides to defend, all members will participate. If Consortium decides not to defend, the named jurisdictions may choose how to handle. Each member to bear costs of its own legal counsel.
- \* Land Use Regulations. Metro to coordinate development of land use regulations for abutting property.
- \* Term. Ten years, renewable upon approval.

KEY CITIZEN CONCERNS  
FROM  
SEPTEMBER 14, 1993, WILLAMETTE SHORE LINE PUBLIC MEETING

Question: Why run light rail through such valuable property?

Answer: The corridor and rail line already exist and have been in operation for over 100 years. The corridor is designated by the Regional Transportation Plan as a future rail transit corridor. Although a decision to actually develop the corridor for rail transit has not been made, the option to make that decision needs to be preserved.

Question: If the segment south of the Sellwood Bridge is not even being presently studied for light rail, why use LRT standards on that portion?

Answer: LRT standards are a well developed set of engineering standards which can be used to preserve the ROW, and are representative of the kind of standards likely to be applied if and when a decision is made to develop the corridor for rail transit. Their application will help assure that options for future rail transit are not lost due to right-of-way incursions by developers of abutting property.

Question: Does the Policy regulate land adjacent to the ROW?

Answer: No.

Question: How wide is the right-of-way?

Answer: The Consortium acquired ownership of the right-of-way from the Southern Pacific Railroad, which has owned it for over 100 years. The right-of-way varies in width from a 17 foot minimum to an 80 foot maximum, depending on the particular location.

**Question:** If a property owner with a revocable crossing permit were required to discontinue use of the crossing and develop an alternate access route to his or her property, who would pay for it?

**Answer:** Legally, it is the property owner's obligation to obtain alternate access. In practice, the Consortium will evaluate each situation on a site-specific basis, and help the property owner identify an access solution for the property.

**Question:** Who will implement this Policy?

**Answer:** The local jurisdictions. They will work with property owners in their respective areas on any applications for right-of-way incursions. Tri-Met will provide a technical review of each application for compliance with the right-of-way policy.



**BEFORE THE MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**

For The Purpose Of Adopting An Intergovern- )  
mental Agreement for Management of the )  
"Willamette Shore Line" Right-of-Way )

**RESOLUTION**

**WHEREAS,** In 1988, a Consortium of local jurisdictions was formed to purchase the *Jefferson Street Branch Line* from Southern Pacific Railroad; and

**WHEREAS,** The Consortium includes: Multnomah County, Clackamas County, ODOT, Metro, Tri-Met, and the cities of Portland and Lake Oswego; and,

**WHEREAS,** The Consortium renamed the corridor the "Willamette Shore Line" Right-of-Way; and,

**WHEREAS,** The members of of the Consortium have consulted in the development of a policy for management and protection of the Right-of-Way for potential transit use in the future; and

**WHEREAS,** Proposed policies limit structures and uses which may encroach into the Right-of-Way and provides for revocable permits for pedestrian and vehicular crossings ; and,

**WHEREAS,** The draft policies were presented at a public hearing on September 14, 1993 where all interested persons were given an opportunity to appear and be heard by the Consortium members; and,

**WHEREAS,** The members of of the Consortium have revised the policies in response to citizen comments received; and,

**WHEREAS,** The Multnomah County Board of Commissioners has considered the draft Intergovernmental Agreement and its associated Right-of-Way Management Policies as presented at a public hearing on December 16, 1993;

**NOW, THEREFORE BE IT RESOLVED**

1. That the Multnomah County Board of County Commissioners directs the Director of Environmental Services to execute ~~the~~ <sup>Proposed</sup> Intergovernmental Agreement, attached as ~~Exhibit A~~, and *substantially in the form as*
2. The County staff be directed to coordinate with Consortium members to implement the provisions of the Intergovernmental Agreement and the Willamette Shoreline Right-of-Way Management Policy specified in the attached Exhibit B

Approved this 16th day of December, 1993

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

Beverly Stein, Chair  
Multnomah County Planning Commission

John L. DuBay, Chief Deputy  
Exhibit A – Intergovernmental Agreement  
Exhibit B – Willamette Shoreline Right-of-Way Management Policy

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

In The Matter Of Approval Of An Inter-       )  
governmental Agreement for Management       )  
of the "Willamette Shore Line" Right-of-Way   )

**RESOLUTION**

93-389

**WHEREAS**, In 1988, a Consortium of local jurisdictions was formed to purchase the *Jefferson Street Branch Line* from Southern Pacific Railroad; and

**WHEREAS**, The Consortium includes: Multnomah County, Clackamas County, ODOT, Metro, Tri-Met, and the cities of Portland and Lake Oswego; and,

**WHEREAS**, The Consortium renamed the corridor the "Willamette Shore Line" Right-of-Way; and,

**WHEREAS**, The members of of the Consortium have consulted in the development of a policy for management and protection of the Right-of-Way for potential transit use in the future; and

**WHEREAS**, Proposed policies limit structures and uses which may encroach into the Right-of-Way and provides for revocable permits for pedestrian and vehicular crossings ; and,

**WHEREAS**, The draft policies were presented to the public at a meeting on September 14, 1993 and interested persons were given opportunity to review and discuss the proposal with Consortium members; and,

**WHEREAS**, The members of of the Consortium have revised the policies in response to citizen comments received; and,

**WHEREAS**, The Multnomah County Board of Commissioners has considered the draft Intergovernmental Agreement and its associated Right-of-Way Management Policies as presented at a public hearing on December 16, 1993;

**THEREFORE BE IT RESOLVED:**

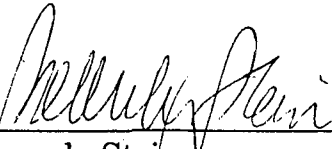
1. That the Multnomah County Board of County Commissioners authorizes the Chair to execute an Intergovernmental Agreement substantially in the form as attached Exhibit A; and,

2. That County staff coordinate with Consortium members to implement the provisions of the proposed Intergovernmental Agreement and the associated Willamette Shoreline Right-of-Way Management Policy detailed in the attached Exhibit B.

APPROVED this 16th day of December, 1993



MULTNOMAH COUNTY, OREGON

By   
Beverly Stein  
Multnomah County Chair

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

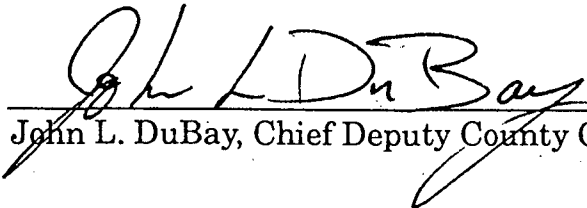
By:   
John L. DuBay, Chief Deputy County Counsel

Exhibit A – Proposed Intergovernmental Agreement  
Exhibit B – “Willamette Shoreline” Right-of-Way Management Policy

INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT  
OF THE  
WILLAMETTE SHORE LINE RIGHT-OF-WAY

THIS AGREEMENT is entered into by and between the CITY OF PORTLAND, OREGON (Portland), METRO (Metro), the CITY OF LAKE OSWEGO, OREGON (Oswego), MULTNOMAH COUNTY, OREGON (Multnomah), CLACKAMAS COUNTY, OREGON (Clackamas), TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (Tri-Met), and the STATE OF OREGON DEPARTMENT OF TRANSPORTATION (ODOT). The parties shall collectively be referred to as the "Consortium."

RECITALS:

A. Portland and Oswego are municipal corporations of the State of Oregon organized and existing under the laws of the state of Oregon. Multnomah is a home rule political subdivision, and Clackamas is a general law county of the State of Oregon organized and existing under the laws and constitution of the State of Oregon. Metro is a municipal corporation of the State of Oregon with its own home rule charter. Tri-Met is a mass transit district of the State of Oregon established under Chapter 267 of Oregon Revised Statutes. ODOT is an administrative agency of the State of Oregon.

B. This Agreement is entered into pursuant to Chapter 190 of Oregon revised Statutes.

C. In December 1986, the Consortium entered into an Intergovernmental Agreement to Option and lease the Jefferson Street Rail Line (the "Line"). That intergovernmental agreement was amended to include Tri-Met.

D. In August 1987, the Consortium entered into an Intergovernmental Operations Agreement.

E. In June 1988, the Consortium entered into an Intergovernmental Agreement for the Purchase of the Jefferson Street Rail Line. That agreement stated that it was the Consortium's desire to preserve the line for possible future mass transit use.

F. Since the purchase of the line, the Consortium has recognized the need to address a variety of issues which affect its ability to so preserve the line. Those include: encroachments into the right of way; unpermitted crossings of the right of way; requests from developers and property owners to cross the right of way; and the development of abutting property. In addition, the Consortium has become aware of federal funding opportunities, which require the development of a long term plan for the use of the line.

G. The Consortium members desire to enter into an intergovernmental agreement which provides a structure for the long term governance of the line during this period of its preservation for possible future uses.

TERMS:

1. Consortium Established. The participating jurisdictions formally constitute themselves as the Willamette Shore Line Consortium for the overall management of the Line. Each jurisdiction will appoint as its representative to the Consortium either its director of planning or its director of transportation or someone of similar position who is authorized to speak on a policy level for the jurisdiction.

2. **Consortium Chair and Staff.** Metro's representative will be the initial Chairperson of the Consortium. Tri-Met and Metro will provide technical and administrative staff for the Consortium.

3. **Regular Meetings.** The Consortium will meet at least annually. The Consortium will be convened at the request of any of its members. A majority of the Consortium members shall constitute a quorum for the transaction of business at any meeting. The act of the majority of the members present at any meeting at which a quorum exists shall be the act of the Consortium.

4. **Right-of-Way Protection.** The local general purpose government with geographic jurisdiction over a rail segment will be responsible for receiving applications and issuing right-of-way "incursion" permits relevant to that segment. As part of the permit application, an applicant will be required to obtain a Tri-Met technical review based on the "Shore Line Right-of-Way Management Policy" attached to the Agreement, as amended by the Consortium from time to time. Tri-Met will be responsible for making engineering judgments, where called for by the Policy. The permitting jurisdictions will be obligated to abide by Tri-Met's engineering recommendations, including the denial of permits where the Policy as applied indicates denial and the attachment of conditions where the Policy as applied so indicates; except that, should a permitting jurisdiction disagree with the engineering recommendations made by Tri-Met, it may appeal such decision to the Consortium. The decision of the Consortium shall be followed by the permitting jurisdiction. Copies of any such right-of-way permits shall be forwarded to the right-of-way title holder.

5. **Right of Way Ownership.** The City of Portland will continue to be the title holder for the right-of-way, for the benefit of the Consortium. As title holder, the City will receive notice of all "incursion" permits issued.

6. **Current Operations and Maintenance.** Current operation and maintenance of the right-of-way will continue as provided in the current Lake Oswego/Portland agreement, until that agreement is changed.

7. **Defense of Claims.** All Consortium members agree to consult as soon as possible upon any member receiving a notice of a claim arising out of any activity related to the preservation of the Line. Should the Consortium decide to defend against the claim, all members will participate as parties in a coordinated defense. Should the Consortium decide not to defend against the claim, those jurisdictions against which the claim has been filed may decide on their own how to respond to the claim. Should a claim result in either an award of damages or a settlement, the Consortium members will determine by agreement the appropriate allocation of those costs. Each member will bear the costs of its own legal counsel.

8. **Changes in Use.** Changes in use of the right-of-way will be subject to Consortium approval.

9. **Interim Planning and Coordination.** The Consortium will consider adoption of an Interim Plan for improvements to and use of the right-of-way. Any Consortium member may propose expenditures for capital improvements to the right-of-way or related to its use. To assure coordination of capital expenditures, any such expenditures will be subject to Consortium approval.

10. **Land Use in Areas Abutting Right-of-Way.** Metro will coordinate the development of a model land use regulation to assure that the development of land

immediately abutting the right-of-way is consistent with potential transit uses of the right-of-way. This model regulation will be proposed to Portland, Lake Oswego, and Clackamas and Multnomah Counties for their adoption.

11. Term of Agreement. The term of this Agreement shall be for ten years and may be renewed for a like term upon the approval of the individual members.

CITY OF PORTLAND, OREGON

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF LAKE OSWEGO, OREGON

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

CLACKAMAS COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

METRO

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

OREGON DEPARTMENT OF  
TRANSPORTATION

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

TRI-COUNTY METROPOLITAN TRANS-  
PORTATION DISTRICT OF OREGON

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

**Willamette Shore Line  
Right-of-Way Management Policy**

**RECEIVED**  
OCT 28 1993

**Multnomah County  
Zoning Division**

**I. Need for a Policy**

1. A Consortium of Local Governments (Metro, ODOT, Tri-Met, Multnomah County, Clackamas County, the City of Portland and the City of Lake Oswego) purchased the Willamette Shore Line Right-of-Way in 1988 from the Southern Pacific Railroad to preserve it for possible use as a future high capacity transit corridor.
2. The right-of-way extends for approximately 7 miles from the base of the Marquam Bridge, south along the old Southern Pacific rail line into the City of Lake Oswego. The right-of-way varies in width from 17 feet to 80 feet, and is generally held in fee title by the City of Portland for the Consortium. In some limited segments, ownership was conveyed by easement.
3. The Consortium had not established a policy for management of the right-of-way in the interim period. The interim period is the period before a regional decision is made to utilize the right-of-way for High Capacity Transit purposes.
4. The integrity of the right-of-way for use as a high capacity transit corridor has been incrementally diminished over the past few years due to new and existing development encroaching into the right-of-way. This includes new public and private vehicular and pedestrian at-grade crossings that are being built which threaten the safe and continued operation of the trolley.
5. The Consortium believes that continued use of the corridor for trolley purposes is an appropriate interim use.
6. Interim management of the right-of-way requires the establishment of a policy that defines when uses and crossings of the right-of-way are appropriate without diminishing the longer term goal of development of the right-of-way for High Capacity Transit purposes.
7. Additional regulation of new development on lands adjacent to the right-of-way may be necessary to adequately preserve the corridor for future development of high capacity transit and to minimize the impacts and costs of eventual development of the right-of-way on adjacent uses and neighborhoods.
8. Definition of interim development standards is necessary to facilitate development that will occur in areas adjacent to the right-of-way, before a regional decision is made as to the type of high capacity transit that will be developed within the Shore Line Right-

of-Way.. Light Rail Transit (LRT) design standards have been developed by Tri-Met, because LRT has thus far been the high capacity transit mode of choice in the region.

9. There are two types of at-grade vehicular railroad crossings:
  - a. Public Crossings. These operate as public streets in that they are unrestricted with respect to who may use them. Depending on the location and type of crossing control, public rail line crossings in Oregon are regulated either by the state Public Utility Commission (PUC) or by the local traffic jurisdiction. In general, traffic signals are used for rail line crossings where trains operate within a street right-of-way and are controlled by the local traffic jurisdiction. The PUC generally requires railroad gates to be used at crossings where rail lines operate in exclusive right-of-way and are crossed at-grade by public streets, a condition that applies to many crossings of the Willamette Shore Line Right-of-Way.
  - b. Private Crossings. Private crossings are associated with private uses such as driveways, not public streets. They are established by agreement between the rail line owner and the private party desiring to cross the right-of-way, and generally would not be regulated by the PUC.
10. Conditions found at typical private at-grade crossings along the Willamette Shore Line Right-of-Way are significantly different from those at public street crossings. In general neither traffic signals, nor gates can offer a satisfactory level of safe crossing control. For instance:
  - a. Neither gates or traffic signals can provide adequate protection for children or pets in a driveway situation.
  - b. Private crossings allow access into the rail right of way which could otherwise be fenced from public access for safety purposes.
  - c. An at-grade crossing creates a break in any noise wall that might be provided, significantly reducing the noise wall's effectiveness. Also, crossing bells, mandated by the PUC, could create a significant noise impact.
  - d. The permittee (depending on the crossing permit provisions) is generally responsible for construction of the crossing, safety devices, insurance and maintenance costs. The financial and legal liabilities associated with a private crossing are a burden on the property's use and may be reflected in the property's value.

For these reasons, private at-grade crossings of rail lines are seldom justified.



11. Upgrading the Willamette Shore Line Corridor to high capacity transit standards would require major safety improvements at all private at-grade crossings. This could involve the replacement of most private at-grade crossings with pedestrian or vehicular grade separations, or by providing alternative access in order to close some private crossings.
12. There are some privately owned lands between the Willamette Shore Line Right-of-Way and the Willamette River that would not have access to a public road without crossing the right-of-way. However, in many cases access could be combined for more than one property, or achieved through crossing other private property such as through creation of access roads.

## **II. Right-of-way Management Goals**

1. To manage the right-of-way in a manner that preserves it for possible future development of high capacity transit.
2. To provide factual information to the public regarding possible future use of the right-of-way for high capacity transit.
3. To provide a safe operating environment for continued operation of the Trolley and to enhance the safety of the right-of-way for eventual future use for high capacity transit purposes.
4. To prohibit temporary or permanent uses within the right-of-way which will increase the cost of developing the right-of-way for transit or other purposes in the future.
5. To prohibit new private at-grade crossings of the right-of-way, and work to phase out existing private at-grade crossings of the right-of-way.
6. To coordinate crossings of the right-of-way with ODOT's access management goals, plans and policies for the Highway 43 Corridor.
7. To develop and maintain access to the right-of-way for Operations and Maintenance, Emergency Repairs, and Capital Improvements.
8. To ensure that private property owners are not prohibited from accessing their property, while ensuring conformance with these Management Goals and Policies.

### III. Right-of-way Management Policy

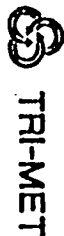
This policy is intended to apply only to the land within the right-of-way owned by the Consortium either by fee title or by easement. The policy does not apply to abutting privately owned property. All development within the right-of-way shall be in accordance with a revokable permit (and the conditions therein) issued by the appropriate local jurisdiction, in conformance with this "Willamette Shore Line Right-of-Way Management Policy".

Light Rail Transit (LRT) design standards have been developed by Tri-Met, because LRT has thus far been the high capacity transit mode of choice in the region. Therefore, Tri-Met's existing LRT design standards will be used as interim standards, until such time as the region makes a decision regarding development of the Willamette Shore Line Right-of-Way. These standards are briefly illustrated in figures 1 and 2. These illustrations are not intended to represent the full standards, but to illustrate the more common issues related to the management of the Willamette Shore Line Right-of-Way. For additional details related to the standards, contact Tri-Met.

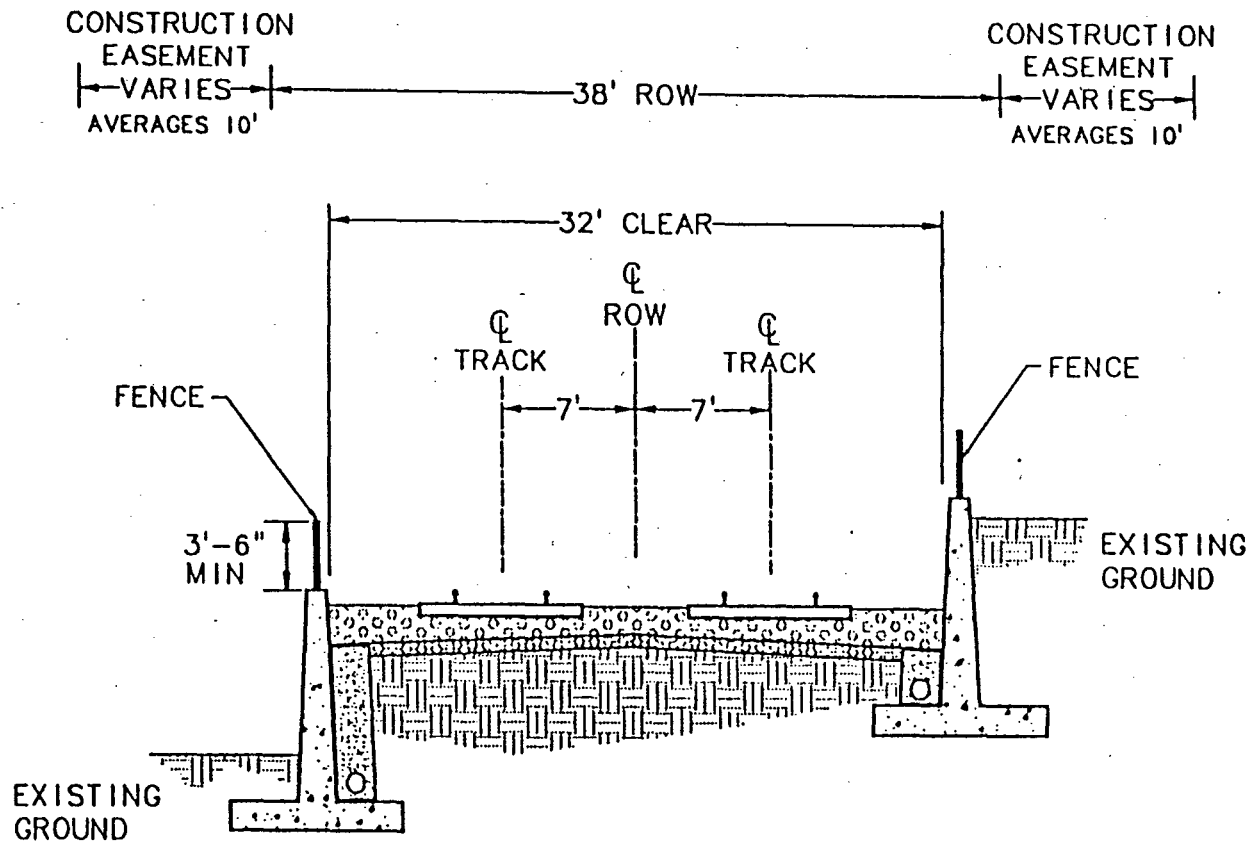
In addition to the LRT design standards, the following policies and standards shall apply to all development within the right-of-way.

#### Uses Permitted Within the Right-of-Way

1. Only uses that are consistent with eventual use of the right-of-way for a future high capacity transit corridor will be permitted within the right-of-way.
2. No grading shall be permitted within the right-of-way except where required for an approved crossing, or to improve drainage of the right-of-way. All grading or drainage changes within the right-of-way must be in accordance with a permit approved by the Rail Representative.
3. No vehicle backup or other maneuvers will be allowed within the right-of-way, and all vehicular turn arounds shall occur on abutting private property.
4. No fixed improvements (including, but not limited to; landscaping, fountains, benches, rockeries, fences, irrigation facilities, parking pads, sidewalks or paths, gates, driveways or steps) shall be permitted within the right-of-way that would mean a loss of significant investment, upon removal. Notwithstanding the above, facilities for the safe function of existing crossings may be allowed through a permit.



WHERE EXISTING ROW IS LESS THAN 60' ELEMENTS OF THE  
MINIMUM SECTION DESIGN MAY BE REQUIRED



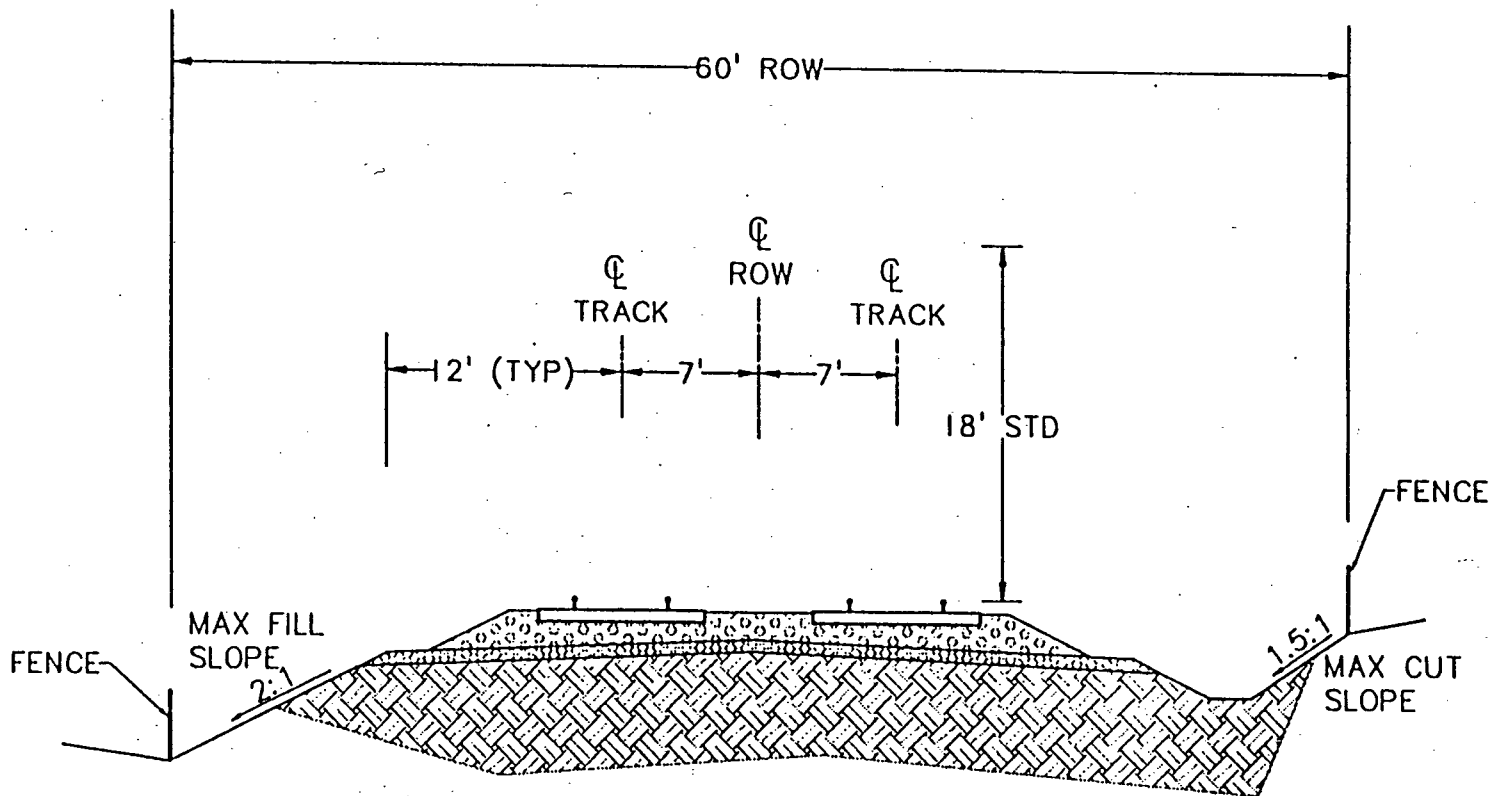
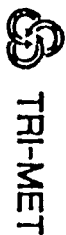
NOTES:

- 1 SOUND WALLS, IF REQUIRED, NOT SHOWN
- 2 STANDARD VERTICAL CLEARANCE 18' ABOVE TOP OF RAILS
- 3 CL = CENTERLINE
- 4 REFERENCE WESTSIDE CORRIDOR PROJECT DESIGN CRITERIA, JULY 1993

# LRT DESIGN STANDARDS

## STANDARD LRT CROSS SECTION

Figure 2



### NOTES:

- 1 SOUND WALLS, IF REQUIRED, NOT SHOWN
- 2 STANDARD VERTICAL CLEARANCE 18' ABOVE TOP OF RAILS
- 3  $\text{CL}$  = CENTERLINE
- 4 REFERENCE WESTSIDE CORRIDOR PROJECT DESIGN CRITERIA, JULY 1993

5. Private landscaping is not allowed in the right-of-way, except as provided for in a revokable permit. A revokable permit may be issued for temporary landscaping for areas not currently required for rail operation or maintenance purposes when in conformance with the landscaping standards below.

Landscaping standards for use within the right-of-way:

1. The private landscaping shall not interfere with the current or future operations, maintenance or safety (including sight lines) as determined by the rail representative responsible for operation and/or maintenance.
2. Landscaping that could increase the cost of development of the right-of-way for high capacity transit purposes will not be permitted.
3. Landscaping within the right-of-way will not be designed or developed as an integral part of a total landscaping design for the abutting private property.
4. The landscaping shall not include any improvements of uses (fixed or not) that would, on removal, mean a loss of significant investment to either the public owners or the abutting private property owners. This includes but is not limited to plantings, shrubs, trees, buffers or irrigation systems.
5. Maintenance of the landscaping shall not require irrigation or watering of the right-of-way or the installation of irrigation systems within the right-of-way. This provision does not apply to public agencies or utilities.
6. All landscaping shall be maintained by the permittee. The public owners retain the right to bill the permittee for costs incurred for maintenance or removal of any of the landscaping improvements made by an adjacent property owner, or other uses within the right-of-way that create an operational hazard.
7. Permits will be revoked for non-compliance with any conditions of the permit, and may be revoked at any time the permitting jurisdiction or the consortium determines that it is in the interest of the owners of the right-of-way.

Permitted Crossings of the Right-of-Way

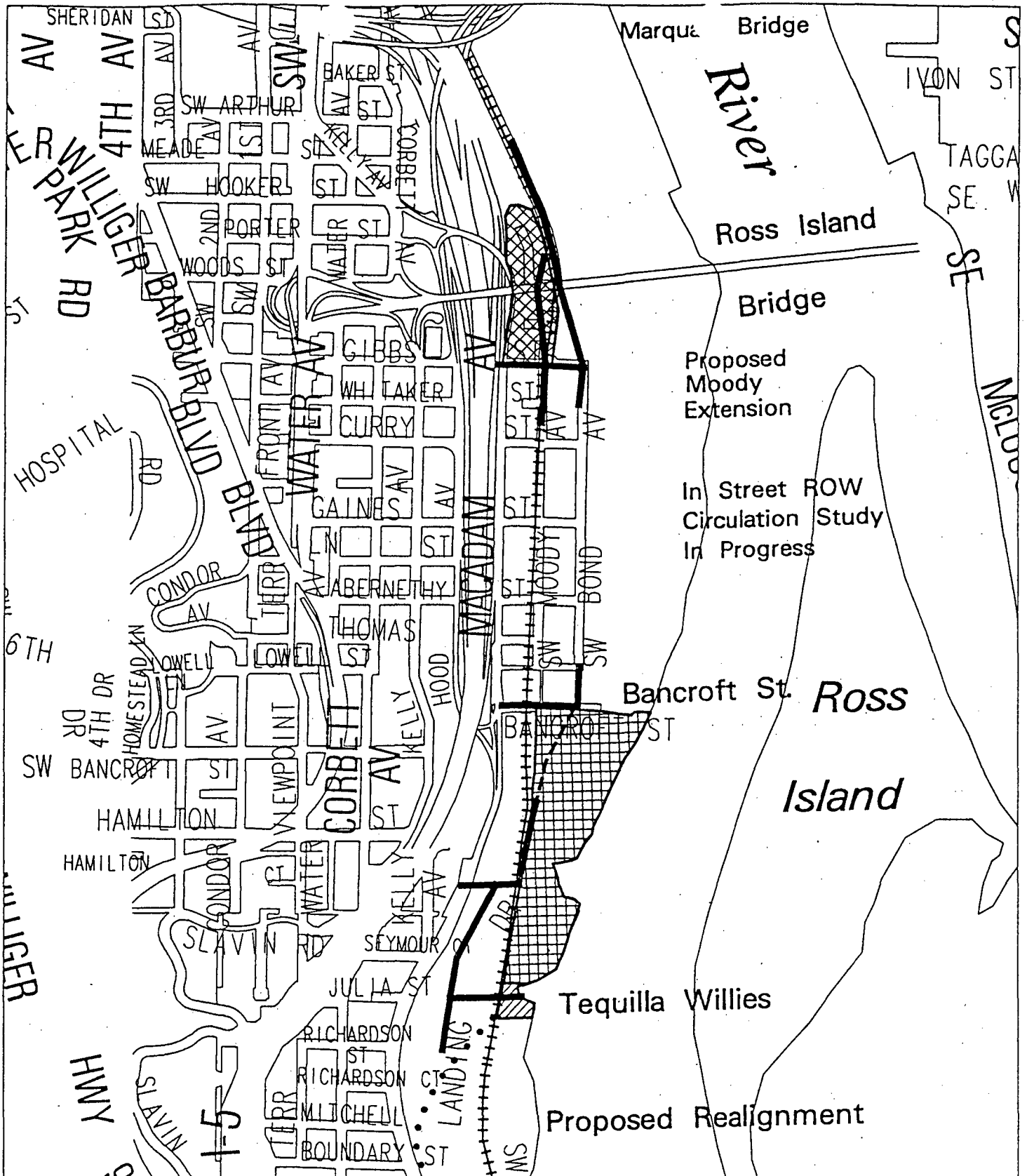
1. No new private at-grade crossings of the right-of-way shall be permitted. No new crossings of the right-of-way shall be permitted if an alternative access to the subject property is available. New crossings of the right-of-way may be permitted for access to properties between the right-of-way and the Willamette River only when no

alternative access exists, and then only when in conformance with the LRT design standards.

2. The "Conceptual Crossing Plan" (Figures 3, 4, 5, and 6) are intended to illustrate the possible public access routes for areas between the right-of-way and the Willamette River.
3. Requests for new right-of-way crossings shall be coordinated with ODOT for conformance with ODOT's access management goals, plans and policies applicable to the Highway 43 Corridor.
4. All crossings shall provide for Consortium access to the right-of-way for operations and maintenance, emergency repairs, and capital improvements of the right-of-way.
5. The Consortium will work with adjacent private property owners to phase out existing at-grade private crossings as properties are altered or redeveloped, and as applications are made for land use or building permits. Methods for phasing out private at-grade crossings include; consolidating crossings, replacing crossings with alternative access, and creating grade separated crossings by replacing an at-grade crossing with a bridge over the right-of-way or an underpass.
6. Utility crossings, including drainage crossings shall require a permit and shall be constructed in conformance with Tri-Met's LRT Standards.
7. Construction and maintenance of all private crossings shall be the responsibility of the permittee. The Consortium or local jurisdiction may bill the permittee for any costs incurred by the Consortium or local jurisdiction for maintenance or repairs associated with a private uses or crossings of the right-of-way.
8. All crossings shall be consistent with the need to ensure the long-term public safety and avoidance of nuisance throughout the corridor. This includes improving the operational characteristics of the interim Trolley use and for a future high capacity transit use, through minimizing and improving the crossings of the right-of-way.

#### **IV. Process regarding issuance of right-of-way crossing or use permits**

Permits for crossing or modifying the right-of-way will be issued by the appropriate local jurisdiction as specified in the Inter-Governmental Agreement.

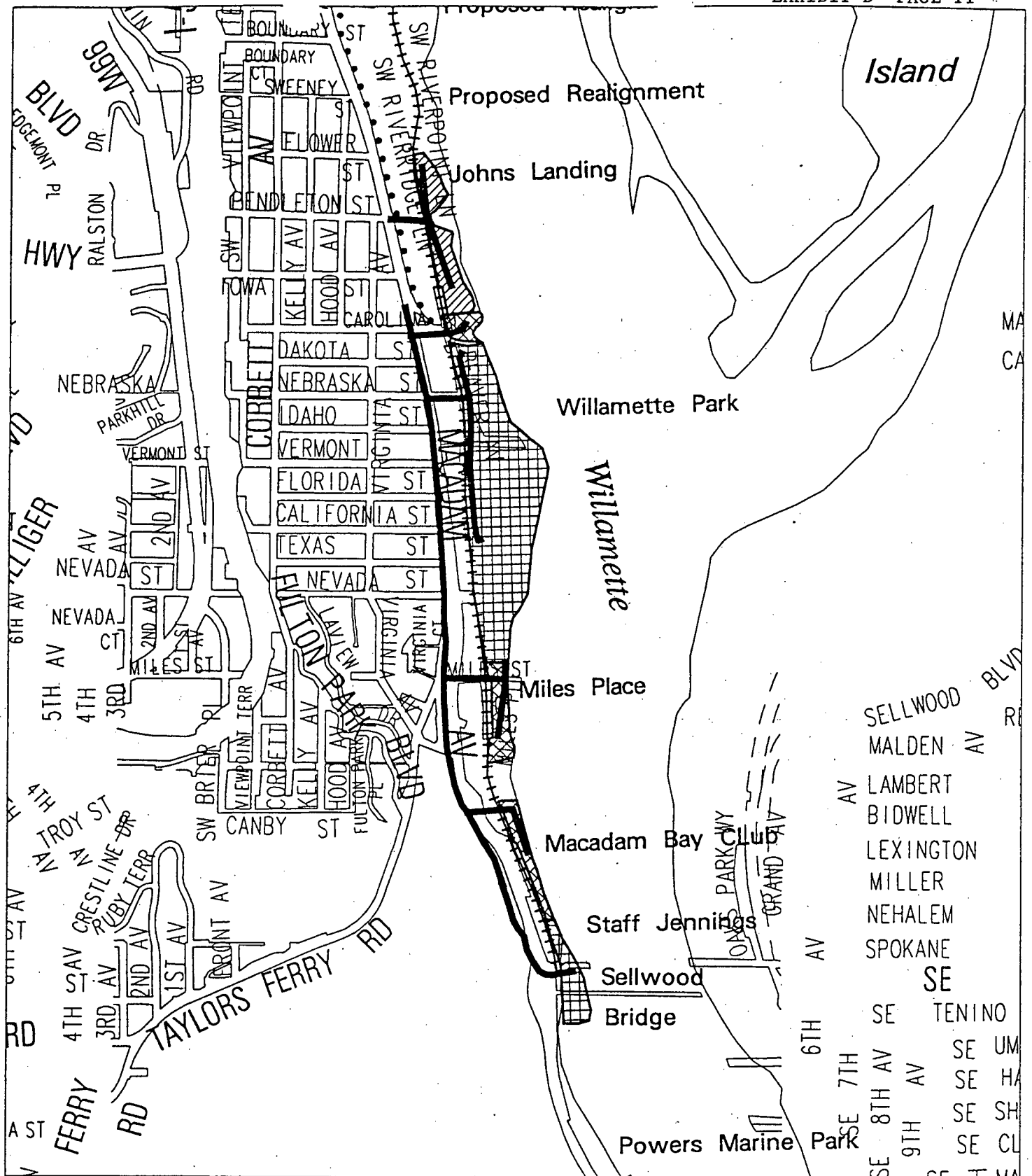


Willamette Shore Line  
Conceptual Crossing Plan

Figure 3

- +++++ Shore Line Rail ROW
- Street Crossing Shore Line ROW
- Access from street within hatched area

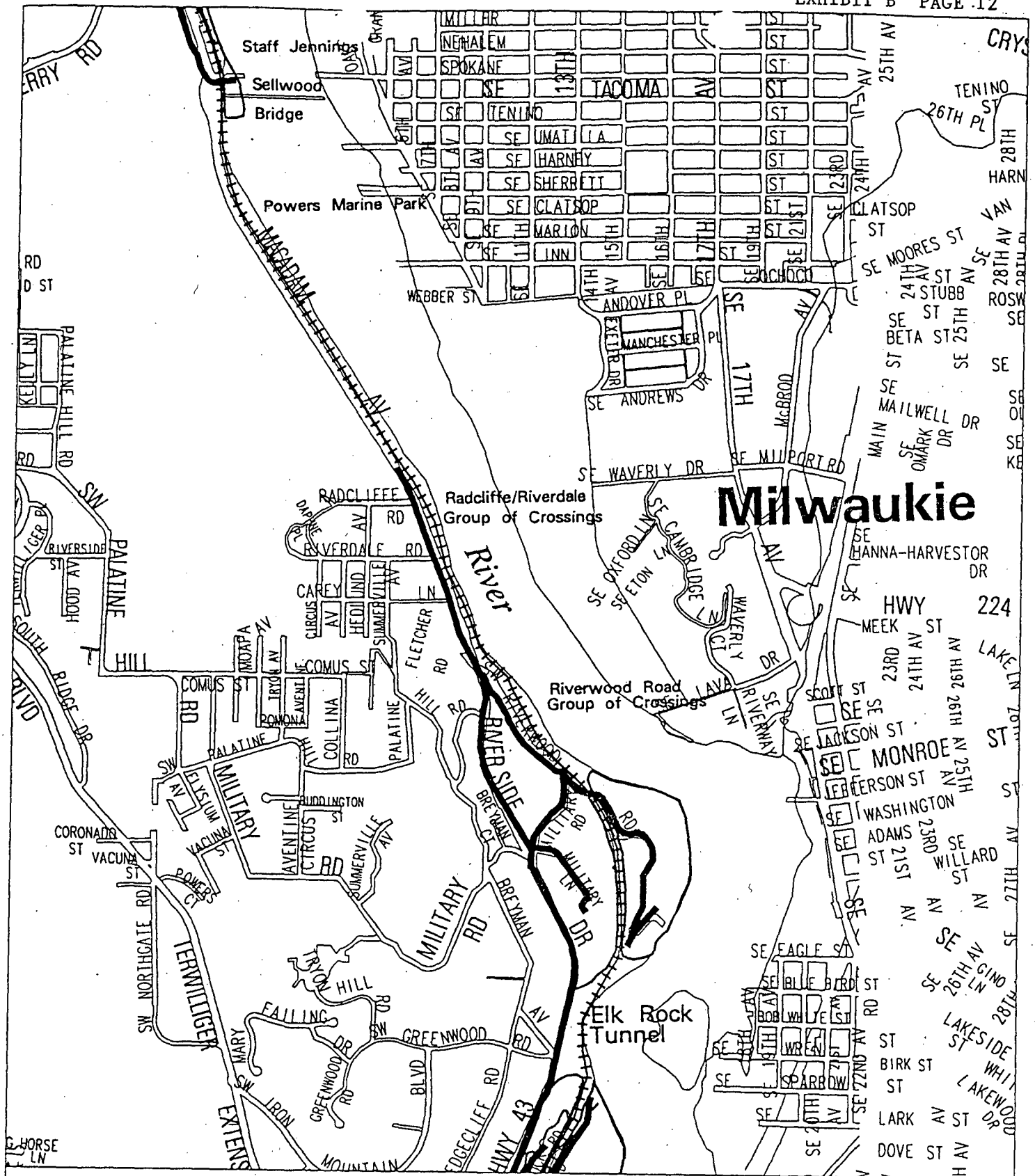




# Willamette Shore Line Conceptual Crossing Plan

Figure 4

- +++++ Shore Line Rail ROW
- Street Crossing  
Shore Line ROW
- Access from street  
within hatched area

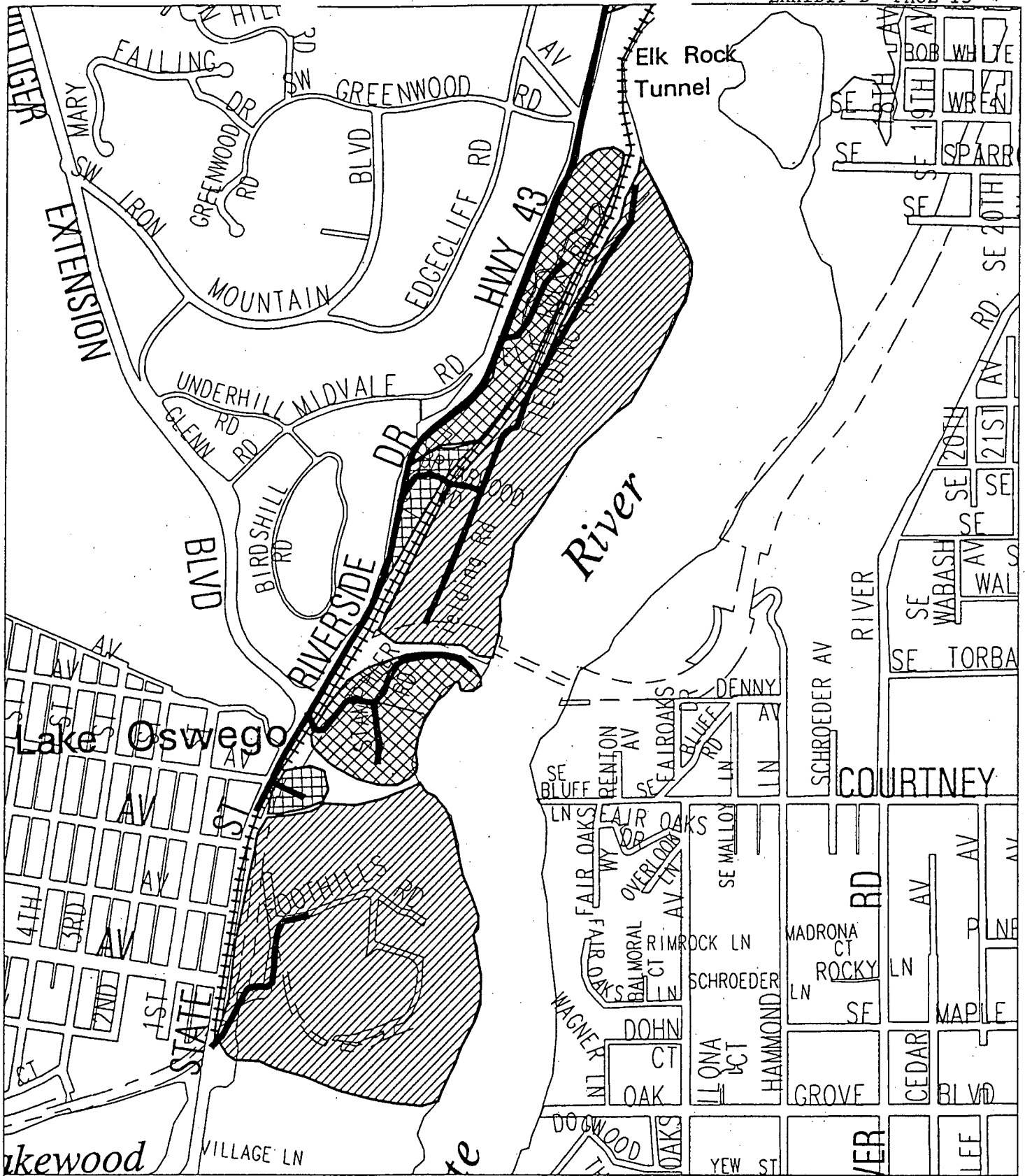


Willamette Shore Line  
Conceptual Crossing Plan

Figure 5

- +++++ Shore Line Rail ROW
- Street Crossing  
Shore Line ROW
- Access from street  
within hatched area





Willamette Shore Line  
Conceptual Crossing Plan

Figure 6

- +++++ Shore Line Rail ROW
- Street Crossing  
Shore Line ROW
- Access from street  
within hatched area



## V. Definitions

*Abutting Property:* Property with any area of common boundary with the Willamette Shore Line Rail Right-of-Way.

*At-Grade Crossing:* A vehicle or pedestrian crossing the railroad at the same elevation as the railroad tracks.

*Willamette Shore Line Right-of-Way:* The common name of the Rail Right-of-Way that was purchased from the Southern Pacific Railroad in 1988. It was previously known as the Southern Pacific Jefferson Street Branch Rail Line. It is legally defined as "The City of Portland Shore Line". It runs for approximately 7 miles along the west bank of the Willamette River from underneath the Marquam Bridge in Portland to A and State Streets in Lake Oswego.

*Consortium:* The group of public agencies that purchased the Southern Pacific Jefferson Street Branch Rail Line through an Intergovernmental Agreement. Those agencies are: Metro, ODOT, Tri-Met, City of Portland, City of Lake Oswego, Multnomah County, and Clackamas County.

*Corridor:* A narrow passageway or route.

*Crossings:* A place where any non-railroad activity crosses the railroad tracks. An example would be a road or pedestrian crossing of the railroad.

*Drainage:* The act, process, or mode of draining water. Also a system of drains.

*Grade Separated Crossing:* A vehicle or pedestrian crossing using an underpass or overpass to cross the railroad tracks.

*Grade/Grading:* To alter an area of ground to a level or sloping surface.

*High Capacity Transit (HCT):* High Capacity Transit is any mode of transit that operates primarily in its own right of way, allowing large numbers of riders to move through an area at relatively high speeds. Some examples of HCT are Light Rail Transit, Commuter Rail, Subways, and Busways.

*Improvements:* Items that improve or enhance the value or excellence of a property.

*Jefferson Street Branch Rail Line:* The Jefferson Street Branch Rail Line was previously owned by the Southern Pacific Railroad. It is now the Willamette Shore Line Right-of-Way purchased by the Consortium.

*Lake Oswego Corridor:* A Transportation Corridor that runs north-south from Downtown Portland to Downtown Lake Oswego along the west side of the Willamette River. The Lake Oswego Corridor is identified as a possible future high capacity transit corridor in the Regional Transportation Plan.

*Light Rail Transit (LRT):* Urban mass transit using electrically powered rail vehicles on a partially controlled right-of-way with some at-grade crossings of public streets.

*Metro:* Metro is the directly elected regional government that serves the urban portions of Clackamas, Multnomah and Washington Counties and the 24 cities that make up the Portland metropolitan area.

*ODOT:* Oregon Department of Transportation

*Permanent Improvements:* Improvements that become part of the long term function of a piece of property or landscaping and that last longer than one year, such as houses, garages, and decks.

*Permittee:* The owner of abutting property for which a permit.

*Permitter:* The local government issuing a permit.

*Public Owners:* The Consortium.

*PUC:* Public Utility Commission. The PUC regulates all public crossings of Railroad Right-of-Ways.

*Rail Representative:* A representative of the Willamette Shore Line or their designee.

*Reliance:* An owner will be considered to have significant reliance on an improvement if the improvement has significant financial, emotional, aesthetic, or other non-financial value to the owner.

*Revocable:* A revocable permit may be terminated at any time by the Permitter for any reason whatsoever in the Permitter's sole discretion.

*Right-Of-Way:* The strip of land conveyed to the railroad and currently owned by the Consortium. Generally, it encompasses the railroad track bed and side slopes. It varies in width from 17 to 80 feet.

*Safety Devices:* Equipment or devices that enhance the safety of Railroad Crossings. Some examples are gates, signals, bells and flashing lights.

*Sight Lines:* Minimum site distances along the railroad Right-of-Way to assure a reasonable reaction time and stopping distance for the rail vehicle if there is an object on the trackway.

*Significant Investment:* An investment of more than ½% of the fair market value of the property, including improvements, abutting the right-of-way area in which the investment is made, or of \$3000, whichever is less.

*Southern Pacific Jefferson Street Branch Rail Line:* The Jefferson Street Branch Rail Line was previously owned by the Southern Pacific Railroad. It is now the Willamette River Shore Line Right-of-Way.

*Temporary Landscaping/Improvements:* Landscaping or Improvements that will last less than one year.

*Tri-Met:* Tri-County Metropolitan Transportation District of Oregon, which operates the regions Mass Transit system including building and operating the Light Rail Transit system in the Metro Region.

*Tri-Met LRT Standards:* Based on the "Design Criteria, Westside Corridor Project, Portland, Oregon, July 1993" or as periodically updated by Tri-Met. This Engineering design manual establishes the basic criteria to be used in the design and construction of the Tri-Met's Light Rail Transit System. The Design Criteria are directed toward minimum feasible costs for design, construction, capital facilities, and operating expense, minimum energy consumption, and minimum disruption of local facilities and communities. They should be consistent with passenger safety, system reliability, service comfort, mode of operation, type of LRT vehicle to be used, and maintenance.

*Uses:* Activities, structures, or occupancies of or within the Right-of-Way.

*Utility crossings:* Crossings of the right-of-way for Public Utility purposes (such as for power, water, etc.).

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

12/16

**NAME**

RICK SANDOZ

**ADDRESS**

8708 NW KAISER

**STREET**

PORTLAND

OR

97231

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-4

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

X

DEC 16 1993

P-4

AGENDA PLACEMENT FORM

6 / 93





2060 N. MARINE DRIVE  
PORTLAND, OREGON 97217  
(503) 285-7756  
FAX (503) 285-7759

## PORTLAND EXPOSITION CENTER

(A Division of Multnomah County)



### BOARD OF COUNTY COMMISSIONERS

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

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** H.C. Miggins, Expo Manager

**DATE:** November 29, 1993

**SUBJECT:** Requested agenda placement - Date: December 9, 1993

**RE:** Resolution in the Matter of Creating an Interim Multnomah County Advisory Fair Board.

**I. Recommended Action:**

Recommend the adoption of subject resolution.

**II. Background:**

The Multnomah County Fair Task Force recommended in its final report that the County create a Multnomah County Fair Board. The Board of County Commissioners directed staff to develop recommendations for an interim Multnomah County Advisory Fair Board to advise and assist in the planning, production and operation of the 1994 County Fair.

**III. Financial Impact:**

This resolution does not present any direct financial impact. The 1994 Multnomah County Fair budget will be presented to the Board of County Commissioners explaining any financial impact related to the Interim Multnomah County Advisory Fair Board.

**IV. Legal Issues:**

None.

Memo to the Board of County Commissioners

RE: Resolution Creating a Multnomah County Advisory Fair Board

Page Two

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Board Resolution 93-104, establishing the Multnomah County Fair Task Force.

VII. Citizen Participation:

This Resolution creates a citizen Advisory Board to advise and assist in the planning, production and operation of the 1994 County Fair.

VIII. Other Government Participation:

The creation of this Advisory Board may be affected by the impending transfer of the Expo Center to Metro in that the Fair will be held at the Expo Center and assistance will be provided by Metro employees.

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

In the Matter of Creating an )  
Interim Multnomah County )  
Advisory Fair Board )

**RESOLUTION 93 - 390**

**WHEREAS**, the BOARD OF COUNTY COMMISSIONERS appointed the Multnomah County Fair Task Force, by Resolution 93-104, to assist in developing the 1993 Fair and to make recommendations for the future of the Multnomah County Fair; and

**WHEREAS**, participation by the Multnomah County Fair Task Force in the production of the 1993 Multnomah County Fair was critical to the success of that fair; and

**WHEREAS**, on October 14, 1993, the Multnomah County Fair Task Force presented their final report to the BOARD OF COUNTY COMMISSIONERS, which included the recommendation that Multnomah County create a Multnomah County Fair Board; and

**WHEREAS**, the BOARD OF COUNTY COMMISSIONERS directed staff to develop recommendations for an interim Multnomah County Fair Board to advise and assist in the planning, production and operation of the 1994 County Fair,

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COUNTY COMMISSIONERS as follows:

- 1) An interim Multnomah County Advisory Fair Board is hereby created and shall consist of seven citizens to be appointed by the BOARD OF COUNTY COMMISSIONERS. Composition of this Advisory Fair Board and qualifications of Fair Board members shall, as feasible, meet the criteria recommended in the report of the Multnomah County Fair Task Force.
- 2) The interim Advisory Fair Board shall develop a proposed plan and budget for the 1994 Multnomah County Fair, to be submitted to the BOARD OF COUNTY COMMISSIONERS no later than December 30, 1993.
- 3) The interim Advisory Fair Board shall play an active role in obtaining community and corporate support and sponsorships to ensure the financial success of the 1994 Multnomah County Fair.

Interim Multnomah County Advisory Fair Board

Resolution

Page Two

- 4) The interim Advisory Fair Board shall select a chairperson, who shall convene Fair Board meetings and serve as primary spokesperson on behalf of the interim Advisory Fair Board.
- 5) The interim Advisory Fair Board may form a Multnomah County Fair Segment Directors Board, to be responsible to the interim Advisory Fair Board for operational functions, as described in the report of the Multnomah County Fair Task Force.
- 6) The interim Advisory Fair Board shall develop a plan for the 1995 Multnomah County Fair, to be submitted to the BOARD OF COUNTY COMMISSIONERS no later than September 29, 1994.
- 7) Staff support will be provided to the interim Advisory Fair Board by the Department of Environmental Services, to be funded out of the Multnomah County Fair Fund.

ADOPTED this 16th day of December, 1993



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

BY Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel  
County Counsel  
for Multnomah County, Oregon

MEETING DATE: DEC 09 1993 DEC 16 1993

AGENDA NO: R-7 R-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESOLUTION

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: 12/9/93

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

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Bill Farver TELEPHONE #: 3308

BLDG/ROOM #: 106/1410

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

RESOLUTION in the Matter of Multnomah County's Participation in a Cities/County Coordinating Committee

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

1993 DEC -2 AM 11:47  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County's )  
Participation in a Cities/County ) RESOLUTION  
Coordinating Committee )

WHEREAS, the Portland/Multnomah County Progress Board is developing benchmarks to create long range goals and measure the quality of service delivery by the cities and county government of Multnomah County; and

WHEREAS, Multnomah County and the Cities of Portland and Gresham are working to deliver the best possible service to their citizens; and

WHEREAS, to deliver high value, effective and efficient services in the overlapping jurisdictions within Multnomah County, it is important that city and county governments cooperate closely and coordinate their efforts, and look for ways to consolidate functions; and

WHEREAS, in the process of cooperating, coordinating, and consolidating, it is essential that there be good communication between the governments within the county; and

WHEREAS, communication and cooperation will be facilitated by creation of a Cities/County Coordinating Committee consisting of the Mayors of Portland and Gresham and the Chair of the Multnomah County Commission, and other representatives of the respective governments, as well as representatives of other jurisdictions on projects as appropriate; and

WHEREAS, that Coordinating Committee will serve as a clearinghouse to coordinate work related to intergovernmental communication, cooperation, and consolidation necessary for achieving the Portland/Multnomah Progress Board benchmarks; and

NOW, THEREFORE, BE IT RESOLVED that Multnomah County will participate in a Cities/County Coordinating Committee; and

BE IT FURTHER RESOLVED, that Chair Beverly Stein and Commissioner Dan Saltzman will be Multnomah County's initial representatives on the committee, with the input and involvement of the Multnomah county Board of Commissioners; and

BE IT FURTHER RESOLVED, that the work of the Cities/County Coordinating Committee will further at least one or more of the following goals:

1. Maintain or improve the current quality of services;
2. Maintain or improve accessibility and accountability to the public;

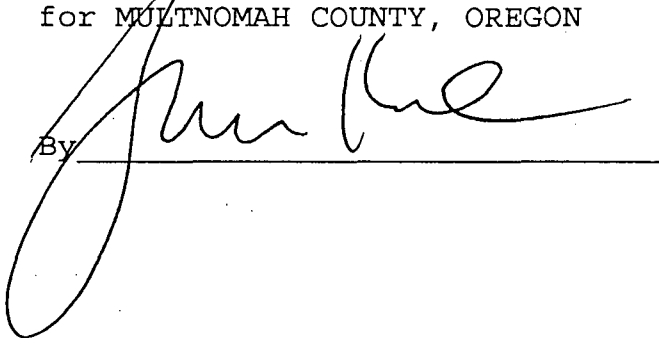
3. Lower current level of costs and/or increase current service level at no additional cost;
4. Plan or anticipate future regional population growth and demographic change;
5. Sustain employees' legal rights;
6. Capture benefits of new and emerging technology;
7. Assess and evaluate government's appropriate role;
8. Share liabilities equitably;
9. Transfer assets along with service responsibilities;
10. Limit announcements to mutually agreed upon projects;
11. Include performance objectives and evaluation measures to assess the success of joint efforts;
12. Focus its local government efforts and expenditures on its stated mission.

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

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

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

By \_\_\_\_\_  


MEETING DATE: DEC 16 1993

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: ORDINANCE

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: 12/16/93

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Howard Klink TELEPHONE #: 3308  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Stein, Howard Klink

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

An ORDINANCE repealing Ordinances 632 and 751, the Multnomah County Children and Youth Services Commission Ordinance, and creating the Multnomah ~~County~~ Commission on Children and Families, and declaring an emergency.

*12/20/93 copies to Ordinance Distribution list & Howard Klink*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

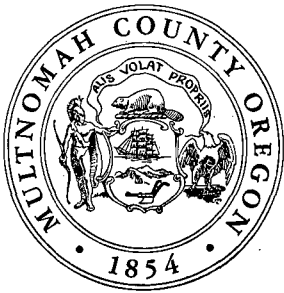
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

1993 DEC -9 AM 11:18  
MULTNOMAH COUNTY  
OREGON





# Beverly Stein, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
P.O. Box 14700  
Portland, Oregon 97204  
(503) 248-3308

## M E M O R A N D U M

TO : Board of County Commissioners  
FROM : Howard Klink  
DATE : December 9, 1993  
RE : Supplemental Memorandum/Requested Agenda Placement -  
Multnomah Commission on Children and Families  
Ordinance

I. Recommended Action

Recommend approval of Ordinance.

II. Background

House Bill 2004 was passed by the 1993 State Legislature.  
The bill requires counties to establish a local commission on  
children and families.

III. Financial Impact

No impact on County general fund.

IV. Legal Issues

County is required to comply with State statute.  
(Reviewed and approved by County Counsel)

V. Controversial Issues

None.

VI. Link to Current County Policies

This ordinance furthers Board and County agency policies  
that address improved coordination in three areas of planning and  
program development among County children and youth serving  
agencies.



VII. Citizen Participation

This Commission will be 50% lay citizens.

VIII. Other Government Participation

All Oregon counties are required to comply with State statute.

ORDINANCE FACT SHEET

Ordinance Title:

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefitted, alternatives explored:

This Ordinance will carry out State mandates to create new County planning commissions for children and youth programs consistent with requirements outlined in House Bill 2004.

What other local jurisdictions have enacted similar legislation?

All Oregon counties are required to act to meet requirements outlined in House Bill 2004.

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

n/a

What is the fiscal impact, if any?

State funds will become available to expedite implementation.

SIGNATURES

Person Filling Out Form Helma Farrell

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

Department Manager/Elected Official Beverly Stein

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON

3                   ORDINANCE NO. 780

4           An Ordinance repealing Multnomah County Ordinances 632 and  
5 751, and creating the Multnomah Commission on Children and  
6 Families, and declaring an emergency.

7           Multnomah County ordains as follows:

8           Section I.       Title

9           This Ordinance shall be known as the Multnomah Commission on  
10 Children and Families Ordinance.

11           Section II.     Findings

12           (A) The 1993 Oregon Legislature created the Oregon Commission  
13 on Children and Families by the passage of House Bill 2004, which  
14 amends 1993 Oregon Laws Ch. 676.

15           (B) The Multnomah Commission on Children and Families (MCCF),  
16 as required by statute, will replace the existing Children and  
17 Youth Services Commission in Multnomah County. To avoid an  
18 unnecessary interruption in the provision of existing and future  
19 services, an emergency is hereby declared.

20           Section III.    Commission Membership, Vacancies

21           (A) As of the effective date of this Ordinance, the Multnomah  
22 Commission on Children and Families shall be comprised of not more  
23 than 30 members who will serve staggered terms of two, three or  
24 four years in duration. Positions 1 through 10 shall serve two  
25 year terms; positions 11-20 shall serve three year terms; positions  
26 21-30 shall serve four year terms. Vacancies on the Commission

shall be declared by the Commission as provided in the Commission's  
1 bylaws.

2 (B) The Board of County Commissions will appoint and maintain  
3 a membership which is culturally diverse and geographically  
4 representative of Multnomah County.

5 Section IV. Commission Charge and Responsibilities

6 (A) The principle mission of the MCCF is to conduct a  
7 comprehensive, inclusive planning process for the children and  
8 families of Multnomah County. That process will be based in the  
9 community and guided by the following core values:

10 (1) The family is, and should be, the primary caretaker and  
11 nurturer of children. Communities are the primary  
12 nurturers of families. Therefore, children and youth  
13 shall be served in a context of their families, when  
14 families are available, and families shall be served in  
15 the context of their communities.

16 (2) As they grow, children and youth move through a series of  
17 developmental states which may or may not relate to their  
18 age. Therefore, services shall be developmentally  
19 appropriate.

20 (3) There is richness in diversity; and the children, youth,  
21 and families of this County bring a wealth of cultural  
22 traditions, lifestyles, and abilities to our community.  
23 Therefore, services shall be easily accessible, non-  
24 stigmatizing and culturally sensitive and relevant.

25 (4) Services for children, youth and families should

reinforce one another and be a part of a coordinated system. Therefore, services shall be part of an integrated network of services which address the needs of children and families.

(5) All children, youth and families have strengths, skills, and capacities from which they build self-esteem. Therefore, services should build on the strengths of individuals, families and communities.

(6) Children, youth and families have different levels of need at different times. Therefore, the service delivery system shall be designed to promote wellness, healthy growth, and development of children and families while recognizing that prevention and intervention strategies must be incorporated into any comprehensive system.

(B) The MCCF shall develop policy, and oversee the development and implementation of a local plan designed to achieve outcome measures consistent with the above values, and with urgent benchmarks as defined by the Oregon Progress Board and the Portland/Multnomah Progress Board.

(C) The MCCF shall review and comment on all planning affecting children, youth, and families in Multnomah County. Planning is defined as those initiatives which address significant policy or program outcomes and planning objectives related to children and families. County departments, divisions and their advisory boards shall be required to present their plans to the MCCF for review and comment before submitting them to the Board of

County Commissioners. The MCCF will establish criteria to assist Divisions and Departments in determining what planning efforts are subject to Commission review.

(D) The MCCF shall advocate in the legislature, in local governments, in the media and through public education efforts on behalf of the children, youth and families of the community.

Section V. Commission Planning Process

(A) The MCCF shall develop a comprehensive plan which will assess community assets and capacities as well as service gaps; establish desired outcomes consistent with identified benchmarks and related strategies; catalog current responses to problems and best practices; assess the effectiveness of existing services; explore opportunities for leveraging resources, and recommend evaluation and advocacy strategies. A detailed planning guide will be developed to assist the MCCF in the preparation of a comprehensive plan.

(B) The MCCF will involve in its planning process concerned community-based organizations and other groups.

(C) The comprehensive plan will be submitted for approval to the Board of County Commissioners.

(D) The MCCF will develop a comprehensive plan for children and families, set priorities within the plan, and recommend to the Board of County Commissioners an allocation of funds for which the this MCCF is responsible based on those priorities. Planning related to these funds, including the development of requests for

proposals and proposal review, will be done by the appropriate  
County divisions and departments. Commission staff will assist the  
divisions and departments to promote coordination and ensure  
consistency in the funding-related planning process.

Section VI. Repeal

Multnomah County Ordinances 632 and 751 are hereby repealed.

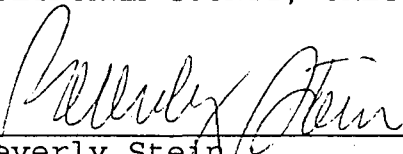
Section VII. Declaring an Emergency

This Ordinance being necessary for the health, safety, and  
general welfare of the people of Multnomah County, an emergency is  
declared and the Ordinance shall take effect upon its execution by  
the County Chair, pursuant to Section 5.50 of the Charter of  
Multnomah County.

APPROVED this 16th day of December, 1993, being the date  
of its first reading before the Board of County Commissioners  
of Multnomah County.



MULTNOMAH COUNTY, OREGON

  
Beverly Stein  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By 

H.H. Lazenby, Jr.



DEC 16 1993

MEETING DATE: \_\_\_\_\_

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: 12/16/93

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Chair Stein TELEPHONE #: 3308

BLDG/ROOM #: 106/1410

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

APPOINTMENTS TO MULTNOMAH ~~COUNTY~~ COMMISSION ON CHILDREN AND FAMILIES  
LIST ATTACHED

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

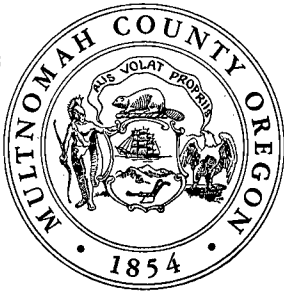
DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

BOARD OF  
COUNTY COMMISSIONERS  
1993 DEC -9 AM 11:17  
MULTNOMAH COUNTY  
OREGON



# Beverly Stein, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
P.O. Box 14700  
Portland, Oregon 97204  
(503) 248-3308

## MULTNOMAH ~~COUNTY~~ COMMISSION ON CHILDREN AND FAMILIES

### POSITIONS 1-10

Two Year Terms/Expire 11/16/95

Position #1	Judith Armatta
Position #2	Kathy Dimond
Position #3	Bernie Guisto
Position #4	Chisao Hata
Position #5	David Jordan
Position #6	Kay Lowe
Position #7	Dr. Janice Nightingale
Position #8	Roby Roberts
Position #9	Open
Position #10	Open

### POSITIONS 11-20

Three Year Terms/Expire 11/16/96

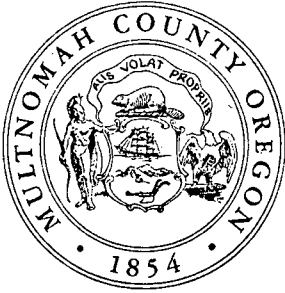
Position #11	Steve Fulmer
Position #12	Muriel Goldman
Position #13	Betty Jean Lee
Position #14	Sharon McCluskey
Position #15	Thach Nguyen
Position #16	Blanca Ruckert
Position #17	Jana Shouter
Position #18	Cornetta Smith
Position #19	Pastor Luther Sturdevant
Position #20	Maria Tenorio

### POSITIONS 21-30

Four Year Terms/Expire 11/16/97

Position #21	Pauline Anderson
Position #22	Dr. Jacki Cottingim
Position #23	Mimi Gray
Position #24	Dr. Samuel Henry
Position #25	Mark Rosenbaum
Position #26	Joseph Tam
Position #27	Kay Toran
Position #28	Nan Waller
Position #29	Diane Walton
Position #30	Open





# Beverly Stein, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
P.O. Box 14700  
Portland, Oregon 97204  
(503) 248-3308

**Release Date:**  
December 15, 1993

**For More Information:**  
Rhys Scholes, 248-3928

## COUNTY CHAIR APPOINTS COMMISSION ON CHILDREN & FAMILIES

On Thursday morning, the Multnomah County Board of Commissioners will vote on County Chair Beverly Stein's appointments to the Multnomah Commission on Children and Families. Established by HB 2004, ground breaking legislation passed by the 1993 legislature, the new Commission is charged with promoting the wellness of children and families, and developing policies and a comprehensive plan for services.

The commission will work on a wide range of issues affecting children and families. They will address problems such as teen pregnancy, gang violence, child care, parent education, child abuse prevention and development of a quality workforce for the next century. Primary on their agenda will be the continuing development of Family Resource Centers throughout the County.

"I'm very excited about the powerful and thoughtful team we've put together," said Chair Stein, "They will champion the cause of making life better for children and families in Multnomah County. These issues are critical to public safety, quality of life and the future of our economy. I look forward to implementing the plan that this commission will develop."

Twenty-seven community members, a majority of them lay citizens, will lead the County in planning and developing services. Pauline Anderson, former County Commissioner and longtime child and family advocate, will chair the Commission.

# # #

**Media Advisory: Meeting of County Commissioners**  
**Thursday, January 16, 1993**  
**9:30 a.m.**  
**Multnomah County Court House, Room 602**

(Note: Stein and Anderson will speak at 9:30 a.m.)



## MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES

**Pauline Anderson** is Chair of the Commission on Children and Families. She is a long time advocate for children and families. In her eight years as a member of the Board of County Commissioners she championed the issues of teen parents, child abuse victims and young families. As a community leader, Ms. Anderson was the first woman president of the City Club of Portland and chair of the Children and Youth Services Commission.

**Judith Armatta** is staff attorney for the Oregon Coalition Against Domestic and Sexual Violence. An activist in the battered women and anti rape movement since 1980, Ms. Armatta has organized shelter programs in Corvallis and in Clackamas County. She is a lecturer and author on the subject of violence against women and children and serves on the advisory boards of the Northwest Women's Law Center and Children First.

**Jacki Cottingim**, the Superintendent of Parkrose School District, has an extensive background in education. Named Administrator of the Year in 1976 and 1985, Dr. Cottingim is committed to developing an integrated service system for children and families and has spoken widely on change, the future of education and women in leadership. She has served on the Boards of Directors of Women Escaping a Violent Environment and the Community Agency Collaborative Board, both in San Joaquin and on the Temple B'nai Israel in Sacramento.

**Kathy Dimond** is Editor of the Oregon Business Magazine, Oregon's only statewide magazine. Before joining the magazine in 1992, Ms. Dimond served as communications manager for the Oregon Economic Development Department, as communications manager for the state Bureau of Labor and Industries and as press secretary to the Mayor of Portland.

**Steven Fulmer** is Systems Manager for Portland Public Schools and served on the Children and Youth Services Commission. He is General Manager of the Gay Men's Chorus, active in the Citizen's Involvement Committee for Multnomah County, founding member of the Sexual Minority Youth Task Force and has chaired the Citizen Budget Advisory Committee for Multnomah County Human Services. He was a founding board member of the Equity Foundation and the Right to Privacy, Inc.

**Muriel Goldman** has been a child advocate and community activist since 1958. Her interests include early childhood education, child abuse prevention, juvenile corrections and mental health. She is a founding board member of Children First for Oregon, a statewide advocacy organization, and serves on the boards of the Human Services Coalition of Oregon, the Mental Health Association of Oregon and the Morrison Center. A former member of the Multnomah County Children and Youth Services Commission, she has also served on the Oregon Coordinating Council for Children and Families and the Oregon Juvenile Corrections Council.

**Mimi Gray** has extensive experience in early childhood education and is currently the Coordinator of Child Care Services at Portland Community College. She has worked with Portland Public School's teen parent services, Head Start and is currently chair of both the Multnomah County Child Care Council and the tri-county Metro Child Care Network.

**Bernie Giusto** is a member of the Gresham City Council and a Lieutenant with the Oregon State Police. He has volunteered in the community as a commissioner on the Metropolitan Human Relations Commission, as a board member of MYCAP (Minority Youth Concerns Action Program) and as a member of the Portland Leaders Roundtable.

**Chisao Hata** is a dance specialist at Buckman Elementary School. She has spent two summers as the arts director of the Oregon Governor's School for Community Leadership and is vice president of the Asian Pacific Alliance.

**Samuel Henry** is Executive Director of the Portland Educational Network, which develops and implements school reform across institutions. He previously worked as Assistant Vice President for Student Affairs at San Jose State University. Active in every community in which he has lived, Dr. Henry is a member of the Evelyn Robinson Scholarship Committee, was listed in Who's Who Among Black Americans, was on the Board of the Urban League of Santa Clara Valley and was involved in United Way of Santa Clara County.

**David Jordan** is the Youth At-Risk Coordinator for Portland Bureau of Parks and Recreation. He manages the Youth Trust Fund budget, a resource for all Park Bureau programs serving at risk youth and coordinates the Youth Summit, which fosters collaboration among city youth programs and community youth programs. Mr. Jordan volunteers with Mien American Inc. and Boy Scouts of America.

**Betty Jean Lee** is the owner and president of Chin's Import Export Co. Inc. Honored as the recipient of the 1993 Minority Enterprise Development Week Award for Outstanding Business Development, Ms. Lee was praised for both her business and social commitments. She is the Northwest Regional Representative to the National Chinese American Citizens Alliance, sits on the U.S. Commission on Civil Rights and is past President of the Oregon Chinese Chamber of Commerce.

**Kathleen Lowe** is co-director of a small business, Mobile Mommy. She serves as chair of the Multnomah County Health Board, has worked with the Parent Council in Vancouver, Washington, and volunteers with Volunteers of America.

**Sharon McCluskey** is an early childhood and parent education instructor at Portland Community College. She is also a child care consultant and trainer in the community. Ms. McCluskey has served on a variety of state and local groups dealing with early care and education and family issues including the Portland Public Schools Teen Parent Advisory Committee, Multnomah County Child Abuse Task Force, the Department of Education Parent Education Advisory Committee and the Oregon Association for the Education of Young Children. She chaired the Prevention Committee of the Children and Youth Services Commission which initiated Parent Child Development Centers.

**Thach Nguyen** is a Juvenile Court Counselor with the Gang Resource Intervention Team and has been active in the Asian community, particularly in developing cultural competency and training materials regarding gangs. He is founder of the Asian-Law Enforcement Advisory Council of Oregon, Chair of the Asian Community Portland Public Schools Education and Youth Services Commission, and recipient of the 1990 Mayor's Spirit of Portland Award.

**Janice Nightingale** is a retired pediatrician who worked both in private practice and in public health in Fresno, California. An active volunteer, Dr. Nightingale has chaired the Citizens Review Board, been a board member of the Volunteer Nurses Association and is a Linking Lifetimes Mentor at Sellwood Middle School.

**Roby Roberts** is Chair of the Portland School Board and Manager of Government and Regulatory Affairs, U.S. Windpower, Inc. He has been a teacher in Portland Public Schools, policy analyst for the Northwest Power Planning Council and legislative assistant to Senator John Kitzhaber.

**Mark Rosenbaum** is the Managing Partner of Rosenbaum and Rosenbaum, an insurance brokerage firm in Multnomah County and a broker at Standard Insurance Company. Recipient of the National Quality Award of the National Association of Life Underwriters and a member of the Executive Committee of the Robison Home for the Aged, Mr. Rosenbaum is also Vice Chair of the Oregon Public Welfare Review Commission and past president of the Jewish Family and Child Service. He has worked extensively with refugee resettlement.

**Blanca Ruckert** is a Community Service Officer with the Multnomah County Sheriff's Office. and brings a strong commitment to her work with youth at risk and their families. Ms. Ruckert is a Board Member of Youth Employment and Empowerment Coalition and Hispanics in Unity. She is also involved in the Police Activities League, the Portland Leaders Roundtable and the Latin American Law Enforcement Association.

**Jonna Schuder** is an attorney with the Oregon Advocacy Center which represents persons with mental illness. As the parent of two children, one with disabilities, Ms. Schuder is an advocate for developmentally disabled children. She is a member of the site based council of Beech School and does volunteer mediation in small claims court.

**Cornetta Smith** is the Executive Director of Albina Ministerial Alliance. A long time child care advocate, she has been instrumental in bringing quality, affordable child care to North and Northeast Portland. Ms. Smith played a pivotal role in initiating several programs in the community, including the House of Umoja. Awarded the "Jefferson Award" and the "Black Women's Network Award" for her action and advocacy on behalf of Portland's families, youth and children, Ms. Smith served on the Multnomah Children and Youth Services Commission and the Oregon State Advisory Committee on Medical Assistance for the Underprivileged.

**Luther Sturtevant** is the Pastor of Woodlawn United Methodist Church. He has served the community in a variety of roles including Chair of the Valley Migrant League, member of the Advisory Board of Albina Ministerial Alliance Teen Parent Program, Board Member of Woodlawn Children of Promise and Chair of the Ecumenical Ministries of Oregon Metro Ministries Council.

**Joseph Tam** is Senior Investigator in the Civil Rights Division of the State Bureau of Labor and Industries. A father of two school age children and a member of Children First, a non-profit statewide advocacy organization for children, Mr. Tam is also chair of the Education Committee of the Portland Rainbow Coalition. He is a strong advocate for children who are learning English as a second language.

**Maria Tenorio** is Director of the Native American Program of Oregon Legal Services. A former member of the Children and Youth Services Commission, Ms. Tenorio is known for her trainings in cross cultural relations and cultural competency.

**Kay Toran** is Administrator for the Metro Region Children's Services Division (CSD). CSD is the state's child protective services agency responsible for intervention in the lives of children and families when children are the victims of abuse and neglect. Ms. Toran has also worked as a manager at Adult and Family Services, as faculty at Portland State University Graduate School of Social Work and as Director of Affirmative Action in the Office of the Governor. She serves on the Board of Trustees of Catlin Gabel School, Mental Health Services West and the Center for Community Mental Health and as President of Links, Inc.

**Nan Waller** is a Multnomah County Juvenile Court Referee. She has worked as an attorney for the Public Defenders Office and for Montana Legal Services. An author and lecturer on issues related to juvenile law, Ms. Waller has served as a volunteer on numerous committees related to juvenile justice, Children's Services Division, girls issues and gangs. She was chair of the Intervention Committee of the Children and Youth Services Commission.

**Diane Walton** is Legislative Liaison to Governor Roberts. She has been involved in establishing the State Commission on Children and Families. Ms. Walton has worked as Research Director of the House Democratic Office and as a teacher in Portland Public Schools.

**ROBY JAY ROBERTS**

Board of Education  
Zone 2

**HOME ADDRESS:**

1532 S.E. 36th Avenue  
Portland, Oregon 97201  
(503) 231-1018

**BORN:**

March 18, 1957

**PERSONAL:**

Lael (spouse)

**EDUCATION:**

Lewis & Clark College, Portland, Oregon, Elementary Education  
Certification, 1983-85  
University of Stockholm, Stockholm, Sweden, International  
Political Systems, 1979-80  
Lewis & Clark College, B.S. Communications, 1975-1979  
Lewis & Clark College, Austria/Hungary Overseas Study Program  
1979  
Klamath Union High School, Klamath Falls, Oregon, 1971-1975

**WORK EXPERIENCE:**

Manager, Government & Regulatory Affairs, U.S. Windpower, Inc.  
1993-Present  
Policy Analyst, Northwest Power Planning Council, Portland, Oregon,  
1989-1993  
Teacher, Portland Public Schools, Portland, Oregon, 1985-1989  
Resident Director, Lewis & Clark College, Portland, Oregon,  
1983-85  
Committee Administrator, Housing & Urban Development Committee,  
Oregon House of Representatives, Salem, Oregon, 1983  
Campaign Manager, Bernie Agrons for the Oregon House of  
Representatives, Klamath Falls, Oregon, 1982  
Consultant, Cabbage Town Development Project, Atlanta, Georgia  
1981-1982  
Legislative Assistant, Senator John Kitzhaber, Oregon State Senate,  
Salem, Oregon, 1981

**CIVIC POSITIONS/ACTIVITIES:**

Portland School Board Member, 1979-Present  
Schools for the City Board Member, 1990-1991  
Sabin School Mentor, 1989-1991

**INTERESTS:**

Travel, Literature, Art, Music, Cinema, Theater, Running, Cycling,  
Education, and the Environment



## RESUME

THACH NGUYEN

905 NE 128th Street

Portland, OR 97230

(503) 248-3460

(503) 248-3978

### AREAS OF EFFECTIVENESS

- \* Planning
- \* Organizing
- \* Developing

developed cultural competency and gangs training materials; designed and established law enforcement advisory council; researched, identified, and analyzed needs of at-risk/gang-affected youth; coordinated gang outreach program; developed residential treatment program for at-risk youth

- \* Teaching
- \* Advising
- \* Counseling

planned, prepared, instructed various curriculums; advised school clubs; counseled gang affected youth and their families; designed and provided unique individual and group treatment services to gang designated youth and their families

- \* Written
- \* Oral
- \* Interpersonal Communication

presented cultural competency and gangs training to high school and college students, teachers, social service and mental health agencies; facilitated skill-building groups; public speaking engagement on gang and cultural diversity issues; written various articles to promote multicultural awareness in the community

- \*Leadership
- \*Community Involvement

Founder of the Asian-Law Enforcement Advisory Council of Oregon, Vice-President of the Vietnamese American Community Services of Oregon (VACSO), Chair of the Asian Community - Portland Public Schools Education and Youth Services Commission, appointed by Commissioner Hales to the Portland Police Chief Advisory Forum, member of Mayor Katz Public Safety Transition Team, member of the Board of Directors of IRCO (International Refugee Center of Oregon), recipient of the 1990 Mayor's Spirit of Portland Award, Chair of Congressman Wyden's Asian Leadership Forum Conference, member of the American Leadership Forum of Oregon Class VIII, member of the Multnomah County Juvenile Justice Division Detention Reform Committee, member of Portland Future Focus Public Safety Task Force, member of Council on Diversity in Education (CODE), member of the Asian American Coalition

### EMPLOYMENT HISTORY:

Aug. 1990 - Present

Employer: Oregon Multnomah County Juvenile Justice Division, Gang Resource Intervention Team (GRIT)

Position: Juvenile Court Counselor

June 1989 - Present

Employer: Catholic Community Services of Portland, Southeast Asian Outreach Program

Position: Coordinator

April 1980 - Aug. 1990

Employer: Portland Public Schools

Position: Community Agent

### EDUCATION:

M.P.A. Program, Portland State University

B.A. Management of Human Resources, George Fox College



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Mimi Gray

Address 4010 NE 23rd

City Portland State OR Zip Code 97212

Do you live in \_\_\_\_\_ unincorporated Multnomah County or XX a city within Multnomah County.

Home Phone (503) 288-8520

C. Current Employer Portland Community College (7/88 to present)

Address P.O. Box 19000

City Portland State OR Zip Code 97280

Your Job Title Coordinator, Child Care Services

Work Phone (503) 244-6111 (Ext) 4366

Is your place of employment located in Multnomah County? Yes xx No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_  
Parent Child Services 1/84 -6/87 Education Coordinator

12/13/93 08:18  
DEC- 9-93 THU 14:28

PCC SYLVANIA CAMPUS → 503 248 3332  
MULTCO SOCIAL SERVICES FAX NO. 5032483379

NO. 703 003  
P. 04

E. Please list all current and past volunteer activities.

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Metro Child Care Resource Network	9/88 to present	Chair
Mult. Co. Child Care Council		Chair
Mult. Co. Prevention Committee		Planning

Mult. Co. CYSC 9/92 - 10/93

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Responsibilities</u>
Ohio State University	6/73	M.A. Early & Middle Childhood Education
Ohio State University	9/67	B.A. Speech & Hearing Science

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

Carolyn Morrison P.O. Box 16521 Portland, 97216 256-5484  
Davene Cohen 15320 SE River Forest Dr. Milwkie 97267  
654-7850

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

None that I know of

I. Affirmative Action Information

E/European Background  
sex/racial ethnic background

Birth date: Month 6 Day 12 Year 44

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name DAVID ALAN JORDAN

Address 5114 S.W. VIEWPOINT TERRACE

City PORTLAND State OR Zip Code 97201

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

Home Phone (503) 274-1370

C. Current Employer CITY OF PORTLAND (PORTLAND PARKS & RECREATION)

Address 1120 S.W. 5th AVE Rm 1302

City PORTLAND State OR Zip Code 97204

Your Job Title YOUTH AT-RISK COORDINATOR

Work Phone (503) 823-6973 (Ext) \_\_\_\_\_

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

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

WESTIN HOTELS & RESORTS 8/82-12/87 FRONT OFF. MGR.

## E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
BOY SCOUTS OF AMERICA	6/91 - PRESENT	RECRUITMENT / FUNDRAISING
MIEN AMERICA, INC	5/92 - PRESENT	

## F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
MICHIGAN STATE UNIVERSITY	9/74 - 12/76	
UNIVERSITY OF WASHINGTON	9/88 - 9/90	

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

ROY PAISANT	ROUSE CORPORATION	228-5860
SHARON MACFARLAND	PROF. & TECHNICAL SERVICES	226-1010

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

## I. Affirmative Action Information

MALE AFRICAN-AMERICAN  
sex/racial ethnic background

Birth date: Month 10 Day 28 Year 56

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

Signature

Date

12/13/93



## MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Children and Families

B. Name Diane Walton

Address 1209 SW 6th 302

City Portland State OR Zip Code 97204

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 274-9959

C. Current Employer State of Oregon. Governor Roberts

Address 160 State Capitol

City Salem State OR Zip Code 97310

Your Job Title Legislative Liaison

Work Phone 373 1027 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes \_\_\_\_\_ No ☒

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

House Democratic Office 1-91 - 7/91 Research Director

NPPC 1-89 - 12/90 Policy Advisor

Portland Public Schools 8/86 - 1/89 Teacher

CONTACT: DELMAR FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410  
PORTLAND, OREGON 97204

## E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities

## F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
University of California		
at Santa Cruz		BA 1973

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

Ruby Roberts	224.5760
John Ball	373.1283

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


## I. Affirmative Action Information

Care Kneale  
sex/racial ethnic background

Birth date: Month 9 Day 3 Year 50

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

Signature

Care Kneale Date 12-13-93



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Mult. County Com on Children and Families

B. Name BETTY JEAN LEE

Address 2309 SW First #142

City Portland State OR Zip Code 97201

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 221-8773

C. <sup>SELF -</sup> Current Employed CHIN'S IMPORT EXPORT Co. Inc

Address 2035 NW OVERTON

City Portland State OR Zip Code 97209

Your Job Title PRESIDENT

Work Phone 224-4082 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

CONTACT: DELMA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410



## E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
CHINESE American Citizens Alliance		NW Regional Rep.
Chinese Chamber of Commerce		board
United Way		board Development Committee

## F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
University of Oregon		
Portland STATE		

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

Norman and Janet Locke	574 SW 6 <sup>th</sup>	228-1089 223-6278
Mary Li	426 SW STARK 6 <sup>th</sup> Floor	548-5464

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

N/A

## I. Affirmative Action Information

E/ASIAN  
sex/racial ethnic background

Birth date: Month 03 Day 28 Year 34

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

Signature Betty Jean Lee Date 12/10/93

DATE &amp; TIME SENT:



## MULTNOMAH COUNTY OREGON

## RDs AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Luther E. Sturtevant

Address 1425 NE Dekum St

City Portland State Oregon Zip Code 97211

Do you live in \_\_\_\_\_ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 286-0059

C. Current Employer United Methodist Church

Address 1425 NE Dekum St

City Portland State Oregon Zip Code 97211

Your Job Title Pastor

Work Phone 289-0284 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Valley Migrant League	1990-91	

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Valley Migrant League	1986-71	Board Member, Chair, Co-Chair
People Are Beautiful	1983-1991	Board Member
AMA TEEN PARENT PROGRAM	?	ADVISORY COMMITTEE
Woodlawn Children of Promise	1991-	Board Member
AMA FINANCE COUNCIL	1993-	CHAIR
Woodlawn Initiative for Success & Empowerment	1992-	Advisory Committee Member
EMO METRO MINISTRIES COUNCIL	1989-	COMM. MEMB., CHAIR

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Lewis & Clark College	1957-1961	B.A., Philosophy major
Drew University	1961-1965	M.S.T.

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

Bill Weisman 1720 NE Buffalo Portland, Oregon 285-6511

Frank Shields 10932 SE Salmon St. Portland, Oregon 235-8726

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

None

I. Affirmative Action Information

Male / White  
sex/racial ethnic background

Birth date: Month 1 Day 1 Year 40

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

Signature

Date

12/9/93



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Children & Families Commission

B. Name Blanca Dehesa Ruckert

Address 5020 NE 39th Ave.

City Vancouver State WA Zip Code 98661  
Clark County, Washington

Do you live in \_\_\_\_\_ unincorporated Multnomah County or \_\_\_\_\_ a city within Multnomah County. No

Home Phone 206-694-6259

C. Current Employer Multnomah County Sheriff's Office

Address 12240 NE Glisan

City Portland State OR Zip Code 97230

Your Job Title Community Service Officer

Work Phone 503-251-2524 personal (Ext) \_\_\_\_\_  
503-251-2458 ← office voice mail

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

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

City of Longview 1/83 - 10/89 Police Clerk

CONTACT: DELIA FARRELY

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

DEC- 9-93 THU 14:00

MULTCO SOCIAL SERVICES

FAX NO. 5032483379

#600 P03

P. 04

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

See Bio		
---------	--	--

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
----------------	-------	------------------

Modesto Jr. College, Calif	1/74 - 6/78	no degree
----------------------------	-------------	-----------

Lower Columbia College, Washington	1/87 - 8/89	Att degree
------------------------------------	-------------	------------

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

Gale Castillo, 8959 SW Barber Blvd Suite 103 Portland 97219 245-9253

Jim Francesconi, Francesconi & Busch, P.C. 935 Lloyd Center Tower 235-9636  
825 NE Multnomah

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

None

I. Affirmative Action Information

Hispanic / Female  
sex/racial ethnic background

Birth date: Month 01 Day 05 Year 56

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

Signature

*[Signature]*

Date

12/10/93

DEC- 9-93 THU 13:48

MULTCO SOCIAL SERVICES

FAX NO. 5032483379

P. 03



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah Commission on  
Children & Families

B. Name Judith Armatta

Address 2336 SE Belmont

City Portland State OR Zip Code 97214

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 284-5262

C. Current Employer Or Coalition Against Domestic & Sexual Violence

Address 2216 NE 14th Ave

City Portland State OR Zip Code 97212

Your Job Title Staff Attorney

Work Phone 239-4486 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

D. Previous Employers Dates Job Title

Or. Legal Services '85-'87 Support Unit Attorney

Clackamas Co. Ct '83-'85 Shelter Director

Prisoners Legal Services '80-'82 Staff Attorney

CONTACT: DELMA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410  
PORTLAND, OREGON 97204

DEC- 9-93 THU 13:48

MULTCO SOCIAL SERVICES

FAX NO. 5032483379

P. 04

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
MBA Status/Women Comm.	9/92 - present	Chair
DW F's Law Center	1/93 - present	Advisory Board
Childrens First	92 - "	Advisor
For the Children	Nov 93 - "	Member

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Univ. of Oregon	1965-69	
Geo Wash. U. Law	72-74	
Lewis & Clark Law	74-75	

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

Chief Justice Wally Carson, Supreme Ct Bldg, Salem 97300  
 378-4000  
 Rep. Kate Brown, 818 NE Broadway, Portland 97232-1246  
 284-3166

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

Funding Competition between  
 OCADSV programs & others

I. Affirmative Action Information

F. Cause  
 sex/racial ethnic background

Birth date: Month 8 Day 12 Year 47

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

Signature

Date

12/10/93



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

COMMISSION ON CHILDREN AND FAMILIES

- B. Name DR. SAMUEL D. HENRY

Address 1186 S.W. 12<sup>TH</sup> COURT

City TROUTDALE State OR Zip Code 97060

Do you live in \_\_\_\_\_ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 661 - 8013

THE PORTLAND EDUCATIONAL NETWORK

- C. Current Employer PORTLAND STATE UNIV

Address 392 CRAMER HALL

City PORTLAND State OR Zip Code 97207

Your Job Title EXECUTIVE DIRECTOR, THE PORTLAND ED NETWORK

Work Phone 725 - 5565 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

SAN JOSE STATE UNIVERSITY 81-92 ASSIST VICE PRES.

ASSOCIATE DEAN

DIRECTOR OF PED / AA

COLUMBIA UNIVERSITY 79-81 DIRECTOR OF FINE DESS.

CONTACT: DELIA FARRELY

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



DEC- 9-93 THU 14:12

MULTCO SOCIAL SERVICES

FAX NO. 5032483379

P.04

## E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities

## F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
D.C. TEACHERS COLLEGE	65-69	B.S. in Education
COLUMBIA UNIVERSITY	73-74	MA in Education/Curr. Dev.
COLUMBIA UNIVERSITY	74-78	Ed.D. Urban Education

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

DR. JUDITH RAMBLEY, PRES PORTLAND STATE UNIVERSITY 725-4419

DR. ZENO KATTEAE, SUPT: BARLOW-GRESHAM SCHOOLS 669-2444

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

## I. Affirmative Action Information

MALE / AFRICAN-AMERICAN • BLACK

sex/racial ethnic background

Birth date: Month 10 Day 09 Year 47

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

Signature



Date

Dec 9, 1993



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Kathy Dimond

Address 3036 NE 20th

City Portland State OR Zip Code 97212

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 282-2176

C. Current Employer Oregon Business Magazine

Address 921 SW Morrison Suite 407

City Portland State OR Zip Code 97205

Your Job Title Editor

Work Phone 223-0304 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Oregon Economic Development Department Dec 1989-June 1992  
Communications Manager

CONTACT: **DEBRA FARRELY**

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410  
PORTLAND, OREGON 97204



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

1. Children and Youth Services Commission

2. Community Health Council

B. Name JANICE T. NIGHTINGALE. M.D. M.P.H.

Address 1436 S.W. PARK AVE. #500

City PORTLAND State OR Zip Code 97201

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

Home Phone 223-5367

C. Current Employer Retired

Address \_\_\_\_\_

N/A

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Your Job Title \_\_\_\_\_

Work Phone \_\_\_\_\_ (Ext) \_\_\_\_\_

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

D. Previous Employers \_\_\_\_\_ Dates 1977-1982 Job Title Pediatrician

Fresno Co. Dept of Health mobile  
(California) clinics

\* In Private Practice prior to that  
1950-1976

CONTACT: KATHY MILLARD

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

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Citizen Review Board	1986-1992	Chair Bd. #15
Volunteer Nurse Assoc. Board	1991-1992	Member
Linking Lifelines Mentor	Sollers Middle School	1989 - to date

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities / Degree
Hunter College	1938-1942	B.A.
N.Y. Medical College	1942-1945	M.D.
U. of Calif. Berkeley	1976-1977	M.P.H.

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

Nancy Barkitt - Miller	CRB (Salmon office #)	Portland 731-3007
Muriel Golden	01280 S.W. Tracy Failing Dr.	Portland, OR 97219

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

None

I. Affirmative Action Information

F White  
sex/racial ethnic background

Birth date: Month 1 Day 7 Year 1921

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

Signature James T. Nightwagle M.D. Date 9/17/93



MULTNOMAH COUNTY OREGON

RECEIVED/TFO  
APR 26 REC'D

# BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

COMMUNITY CHILDREN AND YOUTH SERVICES COMMISSION

- B. Name MARK P. ROSENBAUM

Address 7180 SW 84

City PORTLAND State OR Zip 97223

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

Home Phone 246-0928

- C. Current Employer ROSENBAUM & ROSENBAUM

Address 10260 SW GREENBURG RD., SUITE 530

City PORTLAND State OR Zip 97223

Your Job Title MANAGING PARTNER

Work Phone 293-6435 (Ext) N/A

Is your place of employment located in Multnomah County? Yes \_\_\_\_\_ No XX

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

N/A

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134  
PORTLAND, OREGON 97204

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

SEE ATTACHED RESUME

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
----------------	-------	------------------------

SEE ATTACHED RESUME

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

CLARE SILVER 10605 SW ALLEN BEAVERTON, OR 641-6121

ALVIN RACKNER 1130 SW MORRISON PORTLAND OR 226-7079

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

NONE

I. Affirmative Action Information

MALE / WHITE  
sex / racial ethnic background

birth date: Month 05 Day 28 Year 56

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

Signature Mark I. Galt Date 4-22-93



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah County Community Children and Youth Services Commission

- B. Name Bernie A. Giusto

Address 1310 NE Country Club Avenue

City Gresham State OR Zip 97030

Do you live in \_\_\_\_\_ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 669-7844

- C. Current Employer Oregon State Police

Address 3700 SE 92nd Avenue

City Portland State OR Zip 97266

Your Job Title Lieutenant

Work Phone 731-3030 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

n/a

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

05/20/93 11:01

P.3

006:

## E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Metropolitan Human Relations Comm.	1990-91	Commissioner
MYCAP (Minority Youth Concerns Action Prog)	1991-present	Board of Directors
Leaders Roundtable	1990 to present	represent City Council

## F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Willamette University	1970-74	B.S. Political Science
		B.S. Urban & Regional

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

Mayor Gussie McRobert, City of Gresham, City Hall, Gresham, OR 97030 669-2584

Bill Scott, Director, Oregon Economic Development Dept., 775 Summer Street NE, Salem, OR 97310 Phone 373-1203

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

None

## I. Affirmative Action Information

M caucasian  
sex / racial ethnic background

birth date: Month Sept Day 20 Year 1950

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

4-5-62





# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Sharon McCluskey

Address 6061 S.W. Taylor St.

City Portland State Oregon Zip Code 97221

Do you live in \_\_\_\_\_ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 292-6290

C. Current Employer Portland Community College

Address P.O. Box 19000

City Portland State Oregon Zip Code 97280-0990

Your Job Title Early Childhood Education Instructor

Work Phone 244-6111 (Ext) 4217 voice mail x3339

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Mt. Hood Community College 1979-80 Instructor

Wenatchee Pacific College 1976-77 Instructor

Little Beaver Day Care Center 1972-1976 Director/Teacher

## E. Please list all current and past volunteer activities.

Current:

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

Past: Portland Public Schools Teen Parent Advisory Committee  
Mult. Co. Children & Youth Services Commission - Prevention Committee Chair  
Child Abuse Task Force - Executive Committee  
Teen Pregnancy Task Force - Parent-Child Development Center  
Portland Head Start Round Table - PCE Task Force - Act. Comm.  
Youth Planning Network 0-7 - Oregon Association for the Education of Young Children - state Board member  
CSP - Task Force - Department of Education - Parent Education Advisory Comm.

## F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
<u>Western Oregon College</u>	<u>1977-1979</u>	<u>MS Degree - Education</u> <u>Early Childhood</u>
<u>Oregon State University</u>	<u>1966-1970</u>	<u>BS Degree - Home Economics</u> <u>education/minor family studies</u>

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

Davene Cohen - retired 248-3565  
Susan Sager - Department chair - family studies 244-6111 ext. 4569  
Riz Ruff - Division Dean - Health Family Studies 244-6111 ext. 4216

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

None

## I. Affirmative Action Information

Female / Caucasian  
 sex/racial ethnic background

Birth date: Month 05 Day 18 Year 1948

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

Signature Sharon L. McCluskey Date December 10, 1993



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Commission on Children and Families

B. Name Joseph Tam

Address 4628 SE 31<sup>st</sup> Ave.

City Portland State OR Zip Code 97202

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone (503) 236-4241

C. Current Employer State of Oregon - Bureau of Labor & Industries  
Civil Rights Division

Address 800 NE Oregon St., #32

City Portland State OR Zip Code 97202

Your Job Title Senior Investigator

Work Phone (503) 731-4075 (Ext) 436

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

D. Previous Employers	Dates	Job Title
<u>U-Haul Co of Oregon</u>	<u>1981-84</u>	<u>Store Manager</u>
<u>Fred Meyer Savings &amp; Loan</u>	<u>1978-81</u>	<u>Asst. Branch Mgr.</u>

CONTACT: **DELMA FARRELY**

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410  
PORTLAND OREGON 97204

## E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Children First	Dec. 1993 - present	Member
Oregon State Scholarship Commission	92 - present	Commissioner
Portland Rainbow Coalition	91 - present	Chairperson of Education Committee
Chinese American Citizens Alliance	91 - present	Member

## F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Portland State University	74 - 76	B. A.
Ricks College	72 - 74	Associate Degree

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

Betty Jean Lee	224-4082
Jaime Partridge	232-7206

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

None

## I. Affirmative Action Information

Male, Asian  
sex/racial ethnic background

Birth date: Month 02 Day 15 Year 54

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

Signature

Joseph J. J. J.

Date

12-10-93



## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Mult. Co. Commissioner on Children & Families

Mult. Co. Health Board, chair

B. Name Kathleen Lowe

Address 3714 N Albina

City Portland State OR Zip Code 97212

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 288-5271 pager 497-0575

C. Current Employer Mobile Memory Care

Sageus Art Society

Address 5315 N Vancouver

City Portland State OR Zip Code 97217

Your Job Title CO-director

Work Phone 281-0746 or pager \_\_\_\_\_ (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

D. Previous Employers Dates Job Title

Res. Care Home Serv. 1989 - Admin.

Head Start Natl 1988-89 Family Soc. NW

Main St. Group Home 1986-88 Will serve

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Child Abuse	1977-78	TRAC budget, inspect al
Parent Council VOA/WA	1987-88	budget, et al
Mult. Co. Health Board	1991-Present	chair, 2 <sup>nd</sup> term special programs
VOA		
Fogarus Art Society		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Lansing Comm Coll	1974-76	assoc. of art & law eng
Nez Perce Coll, MT	1976-77	sec. work / employed.
BSU - grad	1979	BA science & soc. wr

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

Angus Oliveros	fund attorney	282-7285
Jane Vile	Mult Co Hall	248-3674
Ellie Chogard		251-0746
John Fox	Fogarus Art	

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

none

I. Affirmative Action Information

E / Native American  
sex/racial ethnic background

Birth date: Month 10 Day 2 Year 52

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Nan G. Waller

Address 7460 S.W. Canyon Lane

City Portland State OR Zip 97225

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

Home Phone 247-2862

C. Current Employer Multnomah County Juvenile Court

Address 1401 N.E. 68th Ave

City Portland State OR Zip 97213

Your Job Title Referee

Work Phone 248-3788 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

D. Previous Employers	Dates	Job Title
<u>Metro. Public Defender's Inc</u>	<u>2/83 - 6/88</u>	<u>attorney</u>
<u>Montana Legal Services</u>	<u>11/79 - 12/82</u>	<u>attorney</u>

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

For the past 3 years my volunteer/civic activities have centered around my involvement in the functioning of juvenile court and juvenile issues.		
--	--	--

I have spoken to numerous organizations, schools and conferences on juvenile law issues.

F. Please list all post-secondary school education. <sup>I collaborated on a chapter in a manual on juvenile law published by the Oregon Law Institute. I have worked on a number of committees connected to Juvenile Court and the relationship of CSD and Juvenile Court. I have served on a task force on the mental health issues of children.</sup>

Name of School	Dates	Degree/Course of Study
----------------	-------	------------------------

Smith College	1972-1973	
---------------	-----------	--

Stanford University	1973-1976	BA Social Sciences (Sociology)
---------------------	-----------	--------------------------------

University of Oregon	1976-1979	J.D.
----------------------	-----------	------

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

Linda Bergman

Linda Hughes

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

I. Affirmative Action Information

F white  
sex / racial ethnic background

birth date: Month 5 Day 26 Year 54

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

Signature M. J. Waller Date 1-14-92





# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Kay Dean Toran

Address 4008 N.E. 30th Avenue

City Portland State OR Zip Code 97212

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone Unlisted

C. Current Employer Metro Region Children's Services Division

Address 815 N.E. Davis

City Portland State OR Zip Code 97232

Your Job Title Administrator

Work Phone 731-3076 (Ext) 486

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

D. Previous Employers	Dates	Job Title
Dept. of General Services	1987-90	Purchasing Administrator
Office of the Governor	1979-87	Director of Affirmative Action
Adult and Family Services	1976-79	Deputy Manager, Field Operations

CONTACT: DEBRA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
 1120 SW FIFTH, ROOM 1410  
 PORTLAND, OREGON 97204

## E. Please list all current and past volunteer activities.

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Walker Institute	1987-Present	President
St. Vincent Advisory Board	1991-Present	Member
Portland Chapter, Links Inc.	1985-Present	Member

## F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Responsibilities</u>
University of Portland		BA-Sociology, Psychology, Philosophy
Portland State University		Masters-Social Work

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

Bill Carey, CSD, 500 Summer St., N.E., Salem OR 97310-1017 (503) 378-4374

Ben deHaan, CSD, 500 Summer St. N.E., Salem OR 97310-1017 (503) 378-2140

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

If CSD were to contract directly with the Commission there would be  
a conflict of interest.

I. Affirmative Action Information

Female/African American  
sex/racial ethnic background

Birth date: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

SEP 18 REC'D



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Community Children and Youth Services Commission

- B. Name Steven A. Fulmer

Address 2106 SE 42nd Ave.

City Portland State OR Zip 97215-3703

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 233-0650

- C. Current Employer Portland Public Schools

Address 501 N. Dixon

City Portland State OR Zip 97227

Your Job Title Systems Manager

Work Phone 249-2000 (Ext) 512

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

(Ref: attached "Summary...", page 4

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND OREGON 97204

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

(Ref: attached "Summary...")

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
----------------	-------	------------------------

(Ref: attached "Summary...", page 4)

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

Ms. Muriel Goldman; 01280 SW Mary Failing Dr.; Portland, OR 97219 636-2283

Mr. John Legry; 2115 SE Morrison # 216; Portland, OR 97214 248-3450

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

My employer's mission (Portland Public Schools) is focused on the needs of children. I have no responsibility or authority over any direct contact programs. I would announce and likely abstain from funding issues which

I. ~~might directly affect my employers' financial interests.~~  
Affirmative Action Information

male caucasian  
sex / racial ethnic background

birth date: Month 10 Day 20 Year 48

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

Signature [Signature] Date 9/16/91



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

COMMISSION ON CHILDREN & FAMILIES

- B. Name MURIEL GOLDMAN

Address 01280 SW MARY FAILING DRIVE

City PORTLAND State OREGON Zip Code 97219

Do you live in X unincorporated Multnomah County or \_\_\_\_\_ a city within Multnomah County.

Home Phone 636-2283

- C. Current Employer RETIRED FROM PAID EMPLOYMENT

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Your Job Title \_\_\_\_\_

Work Phone \_\_\_\_\_ (Ext) \_\_\_\_\_

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

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

EXCEPT FOR 6 MONTHS AS A COORDINATOR OF A MULTNOMAH COUNTY CITIZEN REVIEW BOARD TO ASSIST WITH STAFF CASE OVERLOAD (JAN. 1983 - JULY 1983) I HAVE WORKED FULL TIME AS A COMMUNITY VOLUNTEER (PLEASE SEE ATTACHED RESUME). PAID WORK HISTORY PRIOR TO RAISING MY FAMILY INCLUDE: PERSONNEL MANAGER, DEPARTMENT STORE; STATISTICIAN, CHICAGO HEALTH DEPT.; CASEWORKER, CHICAGO WELFARE DEPT.

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

SEE ATTACHED RESUME

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
----------------	-------	------------------

UNIVERSITY OF CHICAGO 2/44 - 6/45 MAJOR: SOCIOLOGY  
MINOR: TECHNICAL SCIENCE

RECEIVED B.A. COMPLETED ALL GRADUATE WORK TOWARD  
M.A. EXCEPT THESIS.

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

BRIN BOGSTAD CAMPBELL INSTITUTE, 1 SW COLUMBIA

PETER DEHN, ATTORNEY AT LAW, 1200 SECURITY PLAZA,  
1001 S.W. FIFTH AVE., PORTLAND, OR 97204 345-3061

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

NONE

I. Affirmative Action Information

E CAUCASIAN  
sex/racial ethnic background

Birth date: Month 2 Day 6 Year 26

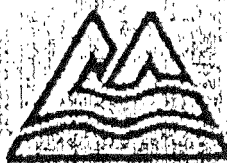
My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may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

Signature

Muriel E. Lockman

Date

12/13/93



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Commission on Children and Families

B. Name JONNA SCHUDER

Address 3973 N. CONCORD

City PORTLAND State OR Zip Code 97227

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 282-6716

C. Current Employer OREGON ADVOCACY CENTER

Address 310 SW FOURTH AVE <sup>625</sup> ~~500~~ BOARD OF TRADE BLDG

City PORTLAND State OR Zip Code 97204

Your Job Title STAFF ATTORNEY

Work Phone 243-2081 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

D. Previous Employers	Dates	Job Title
<u>METROPOLITAN PUBLIC DEFENDER</u>	<u>1984-1986</u>	<u>ATTORNEY</u>
<u>(UNIT 1 WA CO)</u>	<u>1987-1989</u>	
<u>LEGAL AID SOCIETY</u>	<u>1981-1983</u>	<u>ATTORNEY</u>
<u>NEW YORK</u>		

CONTACT: DEBRA PARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410  
PORTLAND, OREGON 97204

Signature \_\_\_\_\_

Date 12/13/93

### Cornetta J. Smith

Executive Director Cornetta J. Smith is a native of Texas and a graduate of Prairie View A. & M. University. Cornetta moved to Portland in 1970 and taught in the Portland Public Schools before becoming involved with the Albina Ministerial Alliance in 1973.

Cornetta began work with the Alliance as home economist and nutrition consultant. In this position, Cornetta designed the Alliance's federally-funded nutrition program which aids in-home child care providers to provide nutritious, low-cost meals to the children in their care.

In 1979 Cornetta became the program director for the Alliance's Family Day and Night Care program. Under her guidance the program undertook many projects to increase the availability and affordability of child care in North and Northeast Portland and developed Teen Parent services to provide child care and other support to teen mothers.

As director of Family Day and Night Care, Cornetta also served as the Alliance's program coordinator, helping to manage the operations of the growing organization. In this capacity, Cornetta oversaw the development of many programs that have become valuable independent resources for the North/Northeast Community including the North Portland Nurse Practitioners' Clinic, Christian Women Against Crime, and the Northeast Emergency Food Bank.

In 1989 Cornetta undertook the newly-created position of Executive Director of the Alliance and helped bring to Portland the House of Umoja, a program designed to combat a growing gang presence. In 1990 the Alliance took over Community/Emergency Services from the Urban League of Portland. In 1992, Cornetta initiated the transition of Albina Head Start and Self Enhancement, Inc. to administrative and fiscal independence.

In addition to pursuing her vision of an improved quality of life for Portland's children and youth, as executive director Cornetta has focused on strengthening the Alliance's administrative and financial capacity. In 1989 Cornetta initiated "Project 90" to strengthen the Alliance's overall administrative capacity. Under her leadership the Alliance has undertaken leadership training and organizational analysis. As part of "Project 90" the Alliance has fully upgraded its accounting system and completed the first strategic plan in its 40 year history!

In addition to her activities with the Albina Ministerial Alliance, Cornetta is active in "Jack and Jill of America" and the Columbia River High School Band Parents Association. She is a member of the Multnomah County Children and Youth Services Commission, Co-Chair of the Family Services Committee of the Northeast Development Alliance, and an honorary member of the Vision Resources Board. She was one of four designers of the Metro Child Care Resource and Referral Network, a child care information network for the entire Portland metropolitan area.

Cornetta has served on the Oregon State Advisory Committee on Medical Assistance for the Underprivileged under Governor Neil Goldschmidt and has received the "Jefferson Award" and the Black Women's Network Award" for her action and advocacy on behalf of Portland's families, youth, and children. Cornetta is a resident of Vancouver, Washington and the mother of six children -- two through college, two in college, and two on the way to college!





# MULTNOMAH COUNTY OREGON

# BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Commission on Children and Families

B. Name Jacki L. Cottingim, Ph.D.

\*\* Address 504 West 37th Street

City Vancouver State WA Zip Code 98660

Do you live in \_\_\_\_\_ unincorporated Multnomah County or \_\_\_\_\_ a city within Multnomah County. \*\* (in process of moving to Portland)

Home Phone (206) 750-6612

C. Current Employer Parkrose School District No. 3

Address 10636 NE Prescott Street

City Portland, State OR Zip Code 97220-2699

Your Job Title Superintendent-Clerk

Work Phone 257-5240 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

D. Previous Employers	Dates	Job Title
<u>Vancouver School District</u>	<u>1992-93</u>	<u>Admin./Student Learning</u>
<u>Sacramento City Schools</u>	<u>1990-92</u>	<u>Area Superintendent</u>
<u>San Joaquin County Schools</u>	<u>1978-90</u>	<u>Assistant Superintendent</u>

CONTACT: DELMA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR  
1120 SW FIFTH, ROOM 1410  
PORTLAND, OREGON 97204

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Women Escaping a Violent Environment	1980-86	Board Member, Volunteer Coordinator
Community Agency Collaborative Board	1988-90	Board Member
Temple B'nai Israel	1988-92	Board Member, Teacher, Religious School
Mayor's Employment Task Force		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
U.C. Berkeley	1984-88	Ph.D. Management Research
Cal State Univ., Sacramento	1976-80	M.A. Educational Administration
Mt. St. Mary's College	1970-72	M.S. Education: Curriculum & Instruction

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

Jan Rabinowich Educator, Temple Beth Israel - 1931 NW Flanders, 97209-222-2037

Diane Harr Board Chairperson, Parkrose School District 255-8151

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

None that I can think of except time with the family. I serve as a Superintendent of Schools, so there may be occasional meeting conflicts, but my Board has endorsed my participation on the Commission.

I. Affirmative Action Information

White Female  
sex/racial ethnic background

Birth date: Month 3 Day 23 Year 49

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

Signature \_\_\_\_\_ Date December 14, 1993

**SUPPLEMENTAL INFORMATION  
COMMISSION ON CHILDREN AND FAMILIES**

Please fill out the biographical information below so we can learn how your talents, needs and interests intersect with the Commission's task.

NAME Jacki L. Cottingim, Ph.D.

HOME ADDRESS 504 West 37th Street, Vancouver, WA 98660 (in process of moving)

WORK ADDRESS 10636 NE Prescott Street, Portland, OR 97220-2699

HOME TELEPHONE (206)750-6612 WORK TELEPHONE 257-5240 FAX 257-5239

I prefer Commission mail to be sent to   home; Xoffice.

I prefer any public list of the Commission to list my address at   home; X office.

The best phone number to reach me at during business hours is 257-5240.

I prefer to meet in the   3   evening;   1   afternoon;   2   late morning;   4   early morning.

I absolutely cannot come to meetings Monday evenings (eg. the first Monday of the month in the evening).

What is your relationship to child and youth concerns? What are your driving issues of interest or concern?

As a superintendent of an urban school system, I am concerned with developing an integrated service system for children and a family friendly school and service system. I want to work collaboratively to develop a comprehensive, supportive approach to meeting all family needs and ensuring student readiness for 21st Century society.

Do you have any particular skills and talents which will enhance your work with the Commission?

I have extensive training in organizational analysis, policy development, Collaborative systems building management training and educational issues of curriculum and instruction. I have developed diversity plans and cost-benefit studies.

What has been your experience with volunteer Boards of Directors? What kind of training would you like to have?

I have worked on two volunteer boards: one community agency and one religious institution. I'd like information on the scope of our duties, expectations for team functioning, and information concerning all of the agencies with whom we'll interact.

**Biographical**

**Dr. Jacki L. Cottingim**  
**Superintendent, Parkrose School District**  
**10636 NE Prescott Street**  
**Portland, OR 97220-2699**  
**(503) 252-5240**

Currently serving as a superintendent of an urban district in Portland's east area. Career in education covers more than two decades of service in districts and intermediate units at all levels from teacher to principal to director to assistant superintendent in rural, suburban and urban settings...Additionally, has served as a consultant and external evaluator for organizational restructuring efforts, as well as an adjunct professor in administrative preparation programs with a focus on collaborative decision making, restructuring and school reform....Administrator of the Year in 1976 and again in 1985 for organizational skills and a nationally disseminated bilingual-special education project. Keynote speaker and workshop presenter for several organizations and colleges on topics dealing with change and its implications, the future of American education, women in leadership, and the reformation of the public school system: allocations and programs...Community service includes Mayor's Task Forces on Employment, Interagency Cooperation, and Family Services in Urban Centers and awarded Volunteer of the Year, Board Member and Volunteer Coordinator for Women Escaping Violent Environments, and Board Member for Religious Institution... Academic background: B.A. from UCLA in Sociology, 1970...M.S. at Mt. St. Mary's College (Los Angeles) in Education: Curriculum and Instruction, 1973...M.A. Educational Administration, California State College at Sacramento, 1980...Ph.D. in Management Research at U.C. Berkeley (CAL), 1988. Additional training in Bilingualism and Special Education Assessment Issues, California SDE, 1985...Training in Collaborative Negotiations (Win-Win), Public Employees Relations Board for Schools, 1990.



## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Commission on Children and Families

B. Name JANICE T. NIGHTINGALE M.D., M.P.H.

Address 1436 S.W. Park Ave. #500

City Portland State OR Zip Code 97201

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 223-5367

C. Current Employer Retired

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Your Job Title \_\_\_\_\_

Work Phone \_\_\_\_\_ (Ext) \_\_\_\_\_

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

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Fresno Co. Dept. of Health July 1977- Aug. 1982 Pediatrician  
Partner in Solo Private Practice of Pediatrics  
Scarsdale, N.Y. 1950 - 1976

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
① Citizen Review Board (CRB) 1986-1992	1986-1992	chair
② Mentor & Learning Experiences via Sellwood Middle School		
③ Bd. of Volunteer Housing Assoc. 1991-1992	1991-1992	

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Humboldt College	1938-42	B.A.
U.C. Medical College	1942-45	M.D.
U.C. California at Berkeley	1976-77	M.P.H. in maternal & child health

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

Nancy Bullock-Tiller - CRB (Crossroads Bldg.)  
Rita Smith (Sellwood Middle School)

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

None

I. Affirmative Action Information

F W Jewish  
sex/racial ethnic background

Birth date: Month 1 Day 7 Year 1921

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

Signature Dance T. Nightingale M.D. Date 12/10/93

SUPPLEMENTAL INFORMATION  
COMMISSION ON CHILDREN AND FAMILIES

Please fill out the biographical information below so we can learn how your talents, needs and interests intersect with the Commission's task.

NAME JANICE T. NIGHTINGALE M.D. M-P.H.  
HOME ADDRESS 1436 S.W. PARK Ave. #500, Portland 97205  
WORK ADDRESS X  
HOME TELEPHONE 223-5367 WORK TELEPHONE X FAX X

I prefer Commission mail to be sent to ☒ home; ☐ office.

I prefer any public list of the Commission to list my address at ☒ home; ☐ office.

The best phone number to reach me at during business hours is Home #.

I prefer to meet in the ☐ evening; ☒ afternoon; ☒ late morning; ☐ early morning.

I absolutely cannot come to meetings (in Salem) (eg. the first Monday of the month in the evening).

What is your relationship to child and youth concerns? What are your driving issues of interest or concern?

As a Board certified Pediatrician with  
a Master's Degree in Public Health I am interested  
primarily in preventive health services for children

Do you have any particular skills and talents which will enhance your work with the Commission?

Pediatrician  
Master's degree in Public Health

What has been your experience with volunteer Boards of Directors? What kind of training would you like to have?

Good  
Facilities for getting ideas + plans into action

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF PORTLAND AND THE SHERIFF'S OFFICE

BOARD BRIEFING: Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: DECEMBER 9, 1993Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENTCONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

SIGNATURES REQUIRED:

AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND AND THE SHERIFF'S OFFICE, PROVIDING THE SHERIFF'S OFFICE ACCESS TO THE 800 MHZ, SIMULCAST AND TRUNKING RADIO SYSTEM.

NOTE: Exhibit "A" is on file with the Sheriff's Office. Has been ratified by the Board.

**REGULAR**ELECTED OFFICIAL: Bob Skipper

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 DEC -9 AM 8:46  
CLATSOP COUNTY  
OREGON



BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: December 7, 1993

REQUESTED PLACEMENT DATE: December 16, 1993

RE: RATIFICATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF PORTLAND AND MULTNOMAH COUNTY SHERIFF'S OFFICE

I. Recommendation/Action Requested:

Ratification of intergovernmental agreement between City of Portland and Multnomah County Sheriff's Office.

II. Background/Analysis:

This agreement is to provide the Sheriff's Office with authorized access to the integrated radio system operated by the City of Portland for the use of MCSO's portable and mobile radio units, mobile data terminals and control stations. (Also known as enhanced BOEC system). It also outlines the service, maintenance and access rate for said equipment between the City and the Sheriff's Office. Since this is an intergovernmental agreement, it requires ratification by the Board of County Commissioners.

III. Financial Impact:

The cost is based on number of units in service, maintenance and programming as necessary. Will not require a budget modification.

IV. Legal Issues:

This agreement will allow the Sheriff's Office authorized access to the enhanced 911 system. Without this agreement, the Sheriff's Office would not be able to communicate or respond to public safety needs.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

Page 2 of 2

STAFF REPORT SUPPLEMENT-

Ratification of intergovernmental agreement between City of  
Portland and Multnomah County Sheriff's Office

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

City of Portland and Multnomah County Radio Shop. The radio  
shop has been included in discussions and provided  
information.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800544

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # _____ DATE _____ BOARD CLERK _____
---	---	--

Department Sheriff's Office Division Enforcement Date November 23, 1993Contract Originator Jim Thacker/ Sherrill Whittemore Phone 251-2455 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract City of Portland shall provide the Sheriff's Office access to the 800 MHz, Simulcast and Trunking Radio Services.

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

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

Contractor Name City of Portland  
 Mailing Address Bureau of General Services  
1130 SW 17th Ave  
Portland, OR 97205  
 Phone \_\_\_\_\_  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date upon execution  
 Termination Date N/A  
 Original Contract Amount \$ \_\_\_\_\_  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☒ Other \$ as billed ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☒ Requirements Not to Exceed \$ 16,320

**REQUIRED SIGNATURES:**

Department Manager [Signature]  
 Purchasing Director  
 (Class II Contracts Only) [Signature]  
 County Counsel [Signature]  
 County Chair / Sheriff \_\_\_\_\_  
 Contract Administration  
 (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes ☐ No ☒Date 11/24/94

Date \_\_\_\_\_

Date 11-30-93

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3102		6CAD	6110					
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

ORIGINAL

CONTRACT #800544

INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF PORTLAND AND  
MULTNOMAH COUNTY SHERIFF'S OFFICE  
FOR

800 MHz, SIMULCAST AND TRUNKING RADIO SERVICES

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

RECITALS

WHEREAS, PORTLAND has established an 800 MHz Radio System which provides an integrated approach to enhance the public safety and public service communications services within Multnomah County and the Region.

WHEREAS, the MCSO is authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 206.345; and

WHEREAS, PORTLAND and Motorola have entered into an Agreement (hereto referred to as Exhibit A) for the purchase of a complete 800 MHz Trunking Radio System, paragraph 1.32(E) of the Motorola Agreement grants certain governmental agencies, including MCSO, the option to purchase portable radio units, mobile radio units, mobile data terminals, control stations, and other accessory equipment to be used in connection with the radio system established by PORTLAND; and

WHEREAS, PORTLAND authorizes MCSO access to the integrated radio system on the conditions set forth; therefore,

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

I. SERVICES

- A. PORTLAND shall provide MCSO access to the 800 MHz integrated radio system operated by PORTLAND for the use of MCSO's portable and mobile radio units, mobile data terminals and control stations. As compensation for the radio system access to be provided by

**CONTRACT #800544**

PORTLAND, MCSO agrees to pay PORTLAND the compensation set out in paragraph 2(a).

- B. PORTLAND will maintain the radio system to assure compliance with all applicable federal and state standards and requirements to insure reliability to MCSO.
- C. MCSO maintains the right to select contract maintenance services with the repair/maintenance service contractor of its choice. If MCSO selects PORTLAND to provide maintenance services, these will be charged at the shop rate, currently \$67 per hour, plus materials. If MCSO selects a service contractor other than PORTLAND, PORTLAND shall in no way warrant or insure the performance or operation of MCSO's portable and mobile radio units, mobile data terminals and control stations.
  - 1. Initial programming shall be provided at the shop rate, currently \$67.00 per hour; total cost of programming shall not exceed \$50.00 per radio. Subsequent reprogramming required to maintain equipment unit identification number/unit affiliation shall also be provided at the shop rate.
  - 2. PORTLAND shall provide a computerized copy of MCSO's unit identification numbers/unit affiliations to MCSO for use by repair/service vendors. PORTLAND agrees to provide a computer copy of the initial programming.
  - 3. MCSO will be afforded the same ability to purchase installation and/or repair service from PORTLAND which is extended to all other users at the same cost as is paid by other users.
- D. PORTLAND shall afford MCSO the ability to obtain replacement installation of 800 MHz equipment, (radio and MDT only) at the current shop rate, currently \$67.00 per hour, plus materials. Installation labor costs shall not exceed \$250.00 for a police vehicle, except for custom installations, as disguised or hidden installations, or installations requiring major rework of existing equipment in the vehicle. A.V.L. is also not included in this price. All new or

unusual installations will be priced at time and materials at the shop rate.

**II. COMPENSATION**

- A. MCSO shall pay PORTLAND for access to PORTLAND's radio system, the sum of \$240 per year for each portable radio unit, mobile radio unit, mobile data terminal and control station for which PORTLAND provides access.
- B. Shop rates for installation & maintenance paragraph 1. C, and 1. D, are subject to annual adjustment.
- C. An inventory of equipment will be maintained by both PORTLAND and MCSO to establish and reconcile the total payment due.
- D. Access charges shall be prorated and billed on a monthly basis.
- E. PORTLAND will provide a detailed cost analysis to MCSO of any projected access, maintenance or installation cost increases at least six months prior to implementing the projected increase.

**III. BILLING AND PAYMENT PROCEDURE**

PORTLAND shall bill MCSO for access charges; such billings will be sent to MCSO by the first day of each month. Payments are due to PORTLAND within 30 days thereafter. Billings will be based on the inventory of equipment in use by MCSO during the month. In order to expedite processing of billings, statements will be sent directly to:

Millie Mosmeier  
Multnomah County Sheriff's Office  
12240 NE Glisan St.  
Portland, Oregon 97230

**IV. TERM AND REVIEW OF CONTRACT**

- A. This Agreement shall be in effect as of the date of its execution and shall continue in force until terminated by either party giving written notice of

termination to the other party not less than six months prior to the date of cancellation which shall be set forth in the notice.

- B. The access charges set out in paragraph 2(A) shall remain in effect for a period of two years beginning with the date of execution of this Agreement. PORTLAND reserves the right to increase or decrease the access, maintenance, and installation fees, (set forth in Exhibit A) at the end of the two years, but these may be adjusted after system usage data is collected. Before changing the access charges, PORTLAND shall give MCSO at least six months notice of the PORTLAND's intention to change the compensation.

V. INDEMNIFICATION

Subject to any Oregon constitutional limitations and the provisions of ORS 30.260 to 30.300, each party to the Agreement will defend, hold harmless and indemnify the other from any liability to any third party arising solely out of the negligent acts of its officers, employees or agents.

VI. AMENDMENTS

This Agreement may be amended only by mutual written agreement of MCSO and PORTLAND. Either party wishing to amend the Agreement shall notify the other by providing a statement of issues and provisions which the notifying party wishes to modify and a date for the initiation of negotiation not sooner than 30 days, later than 90 days, after the date of notification. Any modification to this Agreement shall be effective when incorporated herein by written amendments and approved by both PORTLAND and the MCSO.

VII. NOTICES

All notices pursuant to the terms of this Agreement shall be addressed as follows:

Larry Aab  
Multnomah County Sheriff's Office  
12240 NE Glisan St.  
Portland, Oregon 97230

Manager, Communication Services  
City of Portland  
Bureau of General Services  
1130 S.W. 17th Avenue  
Portland, OR 97205

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

CITY OF  
PORTLAND

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
BOARD CLERK

APPROVED AS TO FORM:

REVIEWED BY:  
Laurence Kressel, Counsel for  
Multnomah County, Oregon

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



EXHIBIT "A"

## CONTRACT

This Contract for services and equipment is between the CITY OF PORTLAND, OREGON (City) and MOTOROLA COMMUNICATIONS AND ELECTRONICS INC. (Contractor).

### RECITALS

It is the intent of this Contract to obtain a complete 800 Mhz, simulcast, trunking radio system for the City of Portland, Oregon hereafter referred to as "City". The radio system consists of site controllers, trunking base stations, site installation work and other items to provide a complete, installed, functional, and operating communication system. The system also includes radio consoles at the dispatch center operated by the Portland Bureau of Emergency Communications. The contractor will propose a project team with one Project Manager and one Account Manager as the Contractor's responsible project leaders. The system shall be complete, installed, and operational within the time frame established in the statement of work.

The equipment shall be complete, installed, and ready for operation at the City's dispatch center location and at any of the remote sites as required.

All of the trunk radio system equipment supplied will be capable of operation in a Motorola SmartNet Simul-Cast system.

## AGREEMENT SECTION 1

### 1.1 SCOPE OF CONTRACTOR SERVICES

- A. The Contractor shall provide the services and equipment specifically to the Bureau of General Services, Communications Services Division. The Contractor shall provide to the City those services and equipment set out in Exhibit A hereto and implemented under the Statement of Work (SOW), Exhibit B hereto.
- B. The Contractor shall provide the services and equipment set out in Subsection A beginning as of the date of execution of this contract. The contract will be completed within the time frame established by the statement of work.

## 1.2 SCOPE OF CITY SERVICES

A. To assist the Contractor in carrying out her/his obligations hereunder, the City shall provide the following equipment and services set out below:

1. All documentation presently available that is pertinent to the project.
2. Arrange access for all necessary site visits.
3. Arrange any meetings with City and non-City users.
4. All improvements required at the selected radio sites.
5. Radio frequency coordination and licensing.
6. Radio coverage surveys and selection of the sites based upon these surveys.
7. Responsibility for radio coverage from the sites selected based upon those surveys.
8. Installation of all of the mobile and portable equipment.
9. All fixed end equipment antennas, transmission lines, transmitter combiners, and receiver multicouplers per Motorola engineer designed specifications.
10. All DC batteries and racks, including DC power distribution equipment for base station back up power, per Motorola engineer designed specifications.
11. All test equipment per Motorola recommended list.
12. All Central Controller and remote site UPS equipment per Motorola engineer recommendations.
13. Digital Microwave system to all remote sites per Motorola engineer specified minimum path requirements.
14. All microwave multiplex equipment except Motorola supplied multiplex equipment for the 800 MHz Simul-Cast system.
15. All Alarm and Control system equipment.
16. All Console furniture.
17. All 24 or 48 VDC Power System equipment per Motorola engineer specified recommendations.
18. All miscellaneous racks for miscellaneous equipment.
19. Miscellaneous hardware and punchdown blocks.
20. Physical installation of all equipment per Motorola specifications and instructions.
21. Procurement of other miscellaneous Non Motorola hardware, except for those items as specified to be supplied by Motorola in Attachment A.
22. The City will be responsible for the design of the sites and the basic site support equipment (UPS, generators, towers, AC power, etc.).
23. The City will design the DC power distribution to specifications provided by Motorola for the Motorola supplied equipment.
24. The City will design the antenna placement and cable routing at each site.
25. Based on rack layout requirements and information provided by Motorola, the city will design the floor space layout for each site.

26. The City will supply labor and assist the Motorola Field Engineers with the initial level setting and review of the level setting procedure.
27. The City will provide labor and assist the Motorola Field engineers during the system optimization
28. The City will perform the system coverage tests and speech quality tests.
29. The City jointly with Motorola will develop an acceptance test plan for mutual approval to be jointly performed by Motorola and the City.

B. The City shall perform the services set out in Subsection A above within a mutually agreed to time frame between the City and the Contractor.

### 1.3 COMPENSATION

The City shall pay the Contractor for all work performed and equipment supplied as set out in Exhibit A. The Contractor's billing and the City's payment procedures shall be as set out below:

#### FIXED END EQUIPMENT

- 10% Due Upon Delivery of SOW, Factory Staging Test Document, and PERT Chart.
- 80% Due Upon Delivery.
- 5% Due Upon Optimization Completion.
- 5% Due Upon Acceptance or Substantial Beneficial Use.

#### MOBILES & PORTABLES

- 100% Due Upon Delivery

#### ENGINEERING, SERVICES & TRAINING

- 100% Due Upon Delivery or Implementation of each category or contract service as defined in contract Exhibit A.

Optimization is defined as system meeting technical standards as outlined in the (ATP) Acceptance Test Plan.

Payments will be made no later than 30 days after completion of delivery of the equipment and the receipt and approval of appropriate and complete invoices as required by the City purchasing regulations.

In no case shall payment be made for equipment not delivered or installations not performed.

#### 1.4 EARLY TERMINATION OF CONTRACT

- A. The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- C. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely resolved the breach within fifteen (15) days of the notice or such longer period as granted by the non-breaching party, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

#### 1.5 PAYMENT ON EARLY TERMINATION

- A. In the event of termination under Subsection 1.4 A or B, EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed and delivered in accordance with the Contract prior to the termination date.
- B. In the event of termination under Subsection 1.4 C, EARLY TERMINATION OF CONTRACT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in Subsection A of this Section.
- C. In the event of termination under Subsection 1.4 C, EARLY TERMINATION OF CONTRACT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in Subsection A of this Section, subject to set off of excess costs. If the cost of completing the work exceeds the amount actually paid to the contractor, plus the remaining unpaid balance of the compensation referred to in Section 1.3, then the contractor shall pay to the city the amount of the excess.
- D. In the event of early termination all Contractor's work products delivered to the City will become and remain property of the City.

#### 1.6 PROJECT MANAGEMENT

- A. The City Project Manager shall be J. Dennis Quail or such other person as shall be designated in writing by the Communications Services Division manager.

- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out any other City actions referred to herein.
- C. Designation of the Contractor's Project Manager and Account Manager shall be subject to approval by the City. If the Contractor's Project Manager or Account Manager is changed during the project the new person or persons will have to be accepted by the City before he/she is assigned to the project. Such approval shall not be unreasonably withheld.

The Contractor's Project Manager is:

T. Pete Weber  
Motorola C & E  
4900 SW Meadows Road  
Suite 220  
Lake Oswego, OR, 97035

The Contractor's Account Manager is:

Dennis R. Hille  
Motorola C & E  
4900 SW Meadows Road  
Suite 220  
Lake Oswego, OR, 97035

#### 1.7 COMPLIANCE WITH LAWS

- A. In connection with its activities under this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- B. Contractor agrees that he/she has certified with the City's EEO Certification process.

#### 1.8 INDEMNIFICATION

- A. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits, including all attorney fees and costs, brought against any of them arising from the Contractor's work or any subcontractor's work under this Contract while on the premises of the City during the delivery, installation and testing of the radio system. In no event shall City or Contractor be liable for any incidental, special or consequential damages.

## 1.9 LIABILITY INSURANCE

- A. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officer, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Contract. The insurance shall provide coverage for not less than \$200,000.00 for personal injury to each person; \$1,000,000.00 for each occurrence; and \$1,000,000.00 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000.00 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officer, agents, and employees as described in Exhibit D hereto. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Contractor shall provide a new policy with equivalent terms. The Contractor agrees to maintain continuous uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damage or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.
- B. The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under Subsection A. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

## 1.10 WORKERS' COMPENSATION INSURANCE

- A. Unless exempt, the Contractor shall, before commencement of work, obtain workers' compensation insurance coverage for all of its workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes. A certification of insurance or copy thereof shall be attached to this Contract as Exhibit D and shall be incorporated herein and made a term and part of this Contract. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this contract.

- B. In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Contract, the contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
- C. The Contractor agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Contract. Questionnaire is attached to this Contract and as Exhibit C and shall remain attached to this Contract and become a part thereof as if fully copied herein.

#### 1.11 SUBCONTRACTING

The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder and the City shall incur no obligation other than its obligation to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Contract, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. All contractors shall maintain minimum liability insurance as described in Section 1.10.

#### 1.12 ASSIGNMENT

The Contractor shall not assign this Contract, in whole or in part, or any right or obligation hereunder without the prior written approval of the City.

#### 1.13 INDEPENDENT CONTRACTOR STATUS

- A. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.



#### 1.14 BREACH OF CONTRACT

- A. The City or the Contractor shall breach this Contract if it fails to perform any substantial obligation under the Contract, except as provided in Subsection B of this section.
- B. Neither the City nor the Contractor shall have breached this Contract by reason of any failure to perform a substantial obligation under the Contract if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, flood, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

#### 1.15 OWNERSHIP OF DOCUMENTS

- A. All work the Contractor performs under this contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans copyrights, specifications, working papers, as-built drawings and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver this material to the City's Project Manager.
- B. The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection A of this section.
- C. Any use the City makes of the materials referred to in subsection A of this section, except for purposes of the work contemplated by this Contract, shall be at the City's risk.

#### 1.16 ARBITRATION

- A. Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree upon the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out

of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they shall be bound by the decision of the arbitrator.

- B. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

#### 1.17 NOTICE

Any notice provided for under this Contract shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

J. Dennis Quail  
Communications Services Division Manager  
1130 SW 17th Ave  
Portland, OR, 97205

If to the Contractor;

Contractor's Project Manager:

T. Pete Weber  
Motorola C & E  
4900 SW Meadows Road  
Suite 220  
Lake Oswego, OR, 97035

#### 1.18 SEVERABILITY

If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

#### 1.19 AMENDMENTS

- A. The City and the Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- B. Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection A.

#### 1.20 PROJECT REPORTS

The Contractor shall provide a minimum of monthly progress reports to the City's Project Manager at regularly scheduled meetings. Each progress report shall contain but not be limited to the following information:

- A. Work accomplished during the past period.
- B. Project problems and solutions
- C. Outline of work for the next period.

#### 1.21 INTEGRATION

This Contract contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

#### 1.22 NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Contract by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

#### 1.23 PROHIBITED INTEREST

- A. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- B. No City officer or employee who participated in the award of this Contract shall be employed by the Contractor during the period of the Contract.

1.24 PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Contract. The Contractor shall not take or fail to take any actions in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

1.25 FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

1.26 BUSINESS LICENSE

Unless exempt under PCC 7.06.010, Contractor shall obtain a City of Portland business license prior to beginning work under this contract as required by PCC 7.06.010. The Contractor shall provide a business license number in the space provided at the end of this Contract.

1.27 COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this Contract will not be commenced until after:

- A. Workers' compensation insurance is obtained as outlined in Section 1.10, Workers' Compensation Insurance; and,
- B. Liability insurance is obtained as outlined in Section 1.9.
- C. This Contract is fully executed by the parties and approved by the City Attorney's Office; and
- D. The effective date of this contract is the date of its execution.
- E. The EEO requirements have been met.

#### 1.28 INSTRUCTIONS TO THE CONTRACTOR

Contractor is cautioned not to make any assumptions as to the implied meaning or intent of any part of the work to be performed in Exhibit A. It is incumbent upon the Contractor to request clarification if needed. Information pertaining to Exhibit A may be obtained only from the following person.

J. Dennis Quail  
Communications Services Division Manager  
1130 S.W. 17th  
Portland, OR 97204  
Telephone (503) 823-4183

#### 1.29 VENUE

- A. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the contract, the venue of such action or litigations shall be in the Circuit Court of the State of Oregon in and for the County of Multnomah, and any such contract shall be controlled by the laws of the State of Oregon.

#### 1.30 PRICES

- A. The prices of all materials furnished pursuant to this contract shall be FOB Shipping Point Pre-Paid and Added to Invoice. The price shall include all state and local taxes. Any Federal Excise taxes shall not be included. Federal Tax Exemption Certificates will be furnished if required.

#### 1.31 EXAMINATION OF SITES AND CONDITIONS

The Contractor has or will examine the sites of the work and ascertained for himself or herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the Contractor from nor excuse him or her from performing the work in strict accordance with the terms of the contract. No statement made by any officer, agent, or employee of the City in relation to the physical conditions pertaining to the site of the work will be binding on the City.

#### 1.32 FUTURE EQUIPMENT, PARTS AND AVAILABILITY

##### A. TERM

This Agreement shall be effective for an initial term commencing on the Effective Date and extending for fifteen (15) years after the City's Final Acceptance.

**B. WARRANTY AGAINST PLANNED OBSOLESCENCE**

The Contractor warrants that the products proposed to and acquired by the City under this Agreement are new and of current manufacture, and that it has no current plans for announcing a replacement line which would be marketed by Contractor as replacements for the products contained herein and would result in reduced support for the product line within which the Radio System furnished to the City is contained.

**C. REPLACEMENT PARTS AVAILABILITY**

The Contractor warrants that replacement parts for equipment provided under the Agreement will be available for the Radio System for ten (10) years after final acceptance or seven (7) years from product discontinuance. The Contractor shall notify the City one hundred eighty (180) days before the end of ten (10) years after Final Acceptance or seven (7) years from product discontinuance, whichever is later, as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor after this period, the City may require the Contractor, and the Contractor is obligated to assist the City in obtaining such parts from another source.

**D. PRICE, TERMS AND CONDITIONS PROTECTION**

The unit list price percentage discounts stated in the Contractor's Proposal shall not change during the term of the Agreement per Section 1.32 A. The discounted unit prices stated in the Contractor's Proposal shall not be increased for twenty-four (24) months from the date of this agreement. Subsequent discounted unit price adjustments for the following twenty-four (24) months shall not exceed in any twelve month period the change in the CONSUMER PRICE INDEXES FOR THE PORTLAND, OREGON METROPOLITAN AREA as published by the U.S. Bureau of Labor Statistics for the most recent twelve month period.

**E. OTHER GOVERNMENTAL AGENCIES**

As additional consideration for this Agreement, the Contractor hereby grants to the State of Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon and Clark County, Washington, and All governmental agencies within these counties, for a period of four (4) years from the date of this Agreement, an option to purchase any equipment covered by this Agreement, at the same prices as are specified in this Agreement for purchase by the City. The prices stated therein shall be defined as the current catalog price less the discount specified in Attachment A of the contract. The State of Oregon, Multnomah County, Clackamas County, Washington County or Clark County or any Governmental Agency within those counties, shall exercise this option by written notice to the Contractor, at the address set out in paragraph 1.17 of this Agreement. The notice of exercise of the option shall describe the equipment to be purchased and the requested delivery date.

F. PRICING CERTIFICATION

Motorola, Inc. will provide and certifies that all 800 MHz Trunked Radio Products listed on their currently published price pages, will be made available to the City of Portland.

As updated price pages for these items are published, Motorola will make them available to the City of Portland as a continuance of this agreement.

As new items are added to the Motorola 800 MHz Trunked Radio Products published price pages, they may be added to this agreement at mutually agreed upon discount levels.

1.33 TIME OF COMPLETION

- A. The Contractor shall supply and test all equipment to be furnished under this Agreement, to the City's satisfaction, as specified in this Agreement. The system must be operational within the implementation schedule as defined in this agreement.

1.34 TRAINING AND DOCUMENTATION

- A. Contractor shall provide the City at no additional charge with all assistance, detailed documentation and technical information (including updates), advice and training required to permit the City to use, operate and maintain the Radio System according to the specifications. The City shall have the right to reproduce all documentation. Training is defined as attendance to any regularly scheduled training classes offered by Motorola's National Service Training Centers in Schaumburg, Illinois and Plantation, Florida for the products procured under this Contract. Motorola shall offer free of any tuition charge any of the applicable courses to City of Portland personnel for a period of two years from the date of this contract. The City is responsible for any transportation, hotel and living costs for City personnel attending these courses. Additionally, Motorola shall provide the City, at no charge, two weeks (10 school days) on site training on the mobile and portable equipment supplied under this contract.

This clause (1.34 A.) applies only to the City of Portland and is not extended to any other agency or jurisdiction which is authorized to purchase through this Contract.

- B. The Contractor shall notify the City of the cost for optional additional hours of training.

- C. The Contractor shall coordinate any training schedule with the City 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for City approval.
- D. The Contractor shall supply to the City for its approval a sample of all training materials 15 days prior to the start of any training classes.
- E. In the event that the City contract is a significant factor in the securing for Motorola an order on the City's system of a minimum of 750 units from other jurisdictions, and which are shippable prior to December 31, 1993; Motorola will issue the City a \$50,000 credit which can be applied to additional Motorola training.

#### 1.35 PATENTS - FOR ARTICLES AND PROCESSES

The Contractor shall indemnify, defend, and hold free and harmless the City, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorney's fees imposed upon them or any of them, for any alleged infringement of patent rights or copyrights of any person or persons in consequence of the use by the city, its officers, employees, agents, and other duly authorized representatives of articles or processes supplied to City by Contractor under this Agreement. The foregoing is subject to the following condition: That should the system, or any part of it, become, or in the Contractor's opinion is likely to become the subject of a claim or a patent or copy right infringement, the City shall permit the Contractor to replace some with non-infringing product or modify it so it becomes non-infringing, so long as the replacement or modification meets all of the specifications set out in the Function Specification Document and agreed to by the City.

#### 1.36 EQUIPMENT TO BE FURNISHED COMPLETE

Unless specifically excepted by the terms of this contract, any parts or accessories ordinarily furnished or required to make the equipment herein specified a complete operating unit or system shall be furnished by the Contractor whether directly mentioned in Exhibit A or not.



### 1.37 CONTRACTORS'S GUARANTEE

- A. The Contractor guarantees that the equipment furnished under the contract meets all of the requirements of these performance specifications and meets or exceeds the manufacturer's published performance specifications. In addition, all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) Rules, Electronic Industries Association (EIA) specifications and be listed with a nationally recognized testing laboratory.
- B. The Contractor guarantees that all subcontractors shall comply with the requirements of this Contract.

### 1.38 WARRANTY/MAINTENANCE

- A. The Contractor shall repair or replace without charge to the City, any equipment or part thereof, that fails in operation during normal use within 12 months from the date of acceptance of the system or the date the system or subsystem is used for its intended purpose, whichever occurs first. All other terms and conditions of Exhibit E, the Contractors attached Standard Commercial Warranty apply.
- B. The Contractor shall authorize the City to perform board and module level warranty replacement.
- C. The City will ship, at the City's expense, Warranty/Maintenance repair equipment to the Contractor or Contractor's designated repair depot. The Contractor, at the Contractor's expense, will return ship to the City the repaired equipment prepaid via the same type of transportation as received.

### 1.39 PREVAILING WAGE

The Contractor shall comply with any prevailing wage requirements of the state, county, or municipality as applicable.

### 1.40 FAILURE TO MEET THE SYSTEM TECHNICAL REQUIREMENTS

- A. **Obligation To Replace Or Bring Up to Requirements.**  
Should any of the inspections, tests or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the **SYSTEM TECHNICAL REQUIREMENTS** the City may reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to these requirements.

#### 1.41 PERFORMANCE TESTS AND OWNER'S ACCEPTANCE

- A. The Contractor shall submit a final performance test plan or test procedure for the City's approval at least 30 days prior to the time of the tests. The test plan shall set forth the test equipment to be used and the procedures to be followed for evaluating the system performance to insure conformance with these specifications.
- B. Performance tests shall include, but are not limited to:
  - (1) Inspection of all installations, workmanship and material supplied.
  - (2) Overall operation.
  - (3) System access time.
  - (4) Audio levels and quality.
  - (5) Conformance with these specifications.
  - (6) RF equipment performance.
- C. Testing shall be conducted by the City in accordance with the approved plan. All testing shall be under the direction and supervision of and witnessed by designated representatives of the City. The City shall supply all the test equipment required for each test.
- D. The Contractor shall notify the City at least thirty days in advance of the time it is ready for the City to make the tests on the entire system. The time and date of the tests shall be agreed to by the Contractor and City. The City shall not unreasonably delay the time and date of the acceptance tests.
- E. The City will accept the system when it has operated continuously for a 30-day period without a failure after the successful completion of the (ATP) Acceptance Test Plan. If a system failure occurs during the 30 day period the City may require a restart of the 30 day period. A system failure shall be any failure that results in loss of capacity or functionality. A system failure shall also include multiple failures of a similar nature.
- F. The acceptance of equipment or parts thereof will in no way relieve the Contractor of the responsibility for furnishing equipment which meets the requirements of these specifications.
- G. Should the City commence use of the system or any sub-system thereof for their intended purposes, other than for the express purposes of training or testing, prior to system acceptance, final payment for said system or sub-system shall be due net thirty (30) days. The warranty or maintenance periods for such equipment put into use, unless warranty or maintenance has already begun, shall be deemed to have

commenced concurrently with the use of the equipment for its intended purpose. The use of the equipment for its intended purpose shall be deemed to have occurred when the City commences to use and rely primarily on the equipment for its communications.

- H. If upon notification by the Contractor that the system is available for acceptance testing, acceptance testing of the system or any subsystem thereof is delayed for reasons beyond the Contractor's control, final payment for the subsystem or system shall become due net thirty (30) days after notice of availability for testing and warranty or maintenance shall commence upon such notice to the City by the Contractor.

#### 1.42 USE OF RADIO SITES

- A. The Contractor shall use the sites specified by the City. Contractor shall comply with any interference suppression requirements required at the sites.
- B. No equipment shall be installed without written permission of the City.

#### 1.43 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Shipping Point Pre-Paid and added to Invoice. The Contractor reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the City upon delivery to the F.O.B. Delivery Point. After delivery to the F.O.B. Delivery Point, risk of loss and damage to the articles shall be borne by the City. The above notwithstanding title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

#### 1.44 CHANGES IN THE WORK

- A. The City may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.
- B. If any order under this Section 1.44 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. The Contractor is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

#### 1.45 SOFTWARE LICENSE AND WARRANTY

Contractor will, in the course of fulfilling this agreement, deliver to the City, on a licensed basis, one or more computer programs which run on processors which are in the Equipment including, without limitation, a revised substitute for a delivered program and documentation related to each program ("Product Program"). Contractor may deliver a Product Program to the City in a variety of mediums including, without limitation, an encoded machine executable form using media such as magnetic disc, diskette or tape or in a computer chip form. Unless otherwise agreed to in a separate written license agreement signed by an authorized representative of both parties, delivery of each Product Program by Contractor and acceptance of same by the City shall be made only under the terms and conditions that follow:

A. Product License: Contractor grants to the City a perpetual nonexclusive license to use each Product Program delivered to the City hereunder. Each such license granted authorizes the City to use the Product Program only in its distributed form for the City's own internal use and only in a single processor which is in a single item of Equipment. Except as provided for in Paragraph (c) below, no such license may be assigned, sublicensed or otherwise transferred by the City without Contractor's prior written consent. Any prohibited assignment, sublicense or transfer shall be null and void. The City shall pay all sales, use and excise taxes, and any other assessments in the nature of taxes however designated, on the Product Programs, their license or use or on or resulting from this license agreement, unless the City furnishes Contractor with a certificate of exemption from payment of such taxes in a form reasonably acceptable to Contractor.

B. Title; Security; Copies.

- (1) Title to the original of any Product Program delivered hereunder and any copies made by the City in whole or in part is and shall at all time remain in Contractor.
- (2) the City acknowledges that the Product Programs contain valuable proprietary information and trade secrets and that unauthorized dissemination of the Product Programs (including, without limitation, disassembly, decompiling or reverse engineering) could cause irreparable harm to Contractor, and thus the City agrees not to make the Product Programs available to any person without Contractor's written consent, and unless the City has taken appropriate action with such persons permitted access to the Product Programs so as to satisfy the City's obligations under this license agreement. If the City receives a request under the Oregon Public Records Law for disclosure of the Product program, the City will notify the Contractor of the request; and the City will take all reasonable steps to obtain an exemption from disclosure for the Product Program.

- (3) The City shall not make copies of the Product Program except that a single reserve copy of a magnetically recorded Product Program that is delivered on tape or magnetic disk media may be made to protect against Product Program destruction. The City will reproduce and include all copyright and other proprietary notices on any copies made in accordance with Contractor's or its suppliers' instructions. The City shall not adapt or merge the Product Programs with other programs.

#### C. License Transfers.

- (1) In the event the City transfers an item of Equipment to a third party, the City may also transfer to the third party the license for each Product Program which runs on a processor in such item of Equipment provided that the City transfers its entire interest in each such item of Equipment and Product Program to the transferee and further provided that prior to such transfer, the transferee agrees, in writing, to be bound by the terms and conditions of this License.
- (2) Contractor may, in the course of the transaction for the products identified in the Agreement, agree to transfer to the City certain programs supplied to Contractor by its suppliers for use with such products. For any such program transfer, the City agrees to accept the terms and conditions of the program supplier's license agreement for such programs.

#### D. Term; Termination.

- (1) Any license granted hereunder may be terminated by the City upon one (1) month's prior written notice. If the City is in default of any of the terms and conditions hereof, any license affected thereby is automatically revoked and Contractor, in addition to its other rights and remedies at law or in equity, may terminate each such license and repossess the affected Product Programs.
- (2) Within one (1) month after termination of any license, the City will furnish to Contractor a document certifying with respect to each Product Program affected by such termination that through its best efforts the original and all copies, in whole or in part, in any form, have been destroyed.

- E. Product Program Warranty. For one hundred twenty (120) days from the date of acceptance, Contractor warrants that a Product Program shall be free from reproducible defects that cause the Product Program to fail to conform in a material fashion to Contractor published specifications for the Product Program. Contractor does not warrant that the operation of a Product Program will be uninterrupted or error free or that each defect in a Product Program will be corrected. This express warranty is extended by Motorola Communications and Electronics., 1301 E. Algonquin Road, Schaumburg, Illinois 60196 to the City, as the original purchaser, and only to those acquiring the Product Program for commercial, industrial or governmental use. *THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES FOR THE PRODUCT PROGRAMS EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*

In the event of a defect during the applicable period stated above, Contractor, at its option, will either repair or replace the Product Program or refund the purchase price of the single item of Equipment identified in the contract that is affected by the Product Program defect, and such action on the part of Contractor shall be the full extent of Contractor's liability, and the City's exclusive remedy, for breach of the Product Program warranty. All warranty service will be performed at service locations designated by Contractor. Travel and associated expenses of the City or such expenses incurred by Contractor for visits to the City's location by Contractor personnel are not covered by this warranty. This warranty does not cover Product Programs (i) being used in other than its normal and customary manner; (ii) being subjected to misuse; (iii) being subjected to modifications by the City or by any party other than Contractor without the prior written consent of Contractor. Non-Motorola owned programs are excluded from this warranty but such programs are subject to the warranty provided by their manufacturers, a copy of which will be supplied to the City on specific written request. Any claim for breach of this warranty shall be waived unless the City notifies Contractor at the above address, Attention: Quality Assurance Department, within the applicable warranty period. This warranty applies only to the City as the original purchaser and only within the 50 United States.

- F. Patent and Copyright Indemnity for Product Programs. Contractor agrees to defend, at its expense, any suits against the City based upon a claim that any Product Program furnished hereunder infringes a U.S. patent or copyright and to pay costs, damages, and attorney's fees finally awarded in any suit; provided that Contractor is notified promptly in writing of the suit and at Contractor's request and at its expense is given control of said suit and all requested assistance for defense of same. If the use of any Product Program furnished hereunder is enjoined as a result of such suit, Contractor, at its option and at no expense to the City shall obtain for the City the

right to use said Product Program or shall substitute an equivalent Product Program reasonably acceptable to the City and extend this indemnity thereto or, if the foregoing alternatives are not, in Contractor's opinion, reasonably available, Contractor may terminate the license for and accept the return of the affected Product Program. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copy right by the combination of any Product Program furnished by Contractor and other elements nor does it extend to any product(s) of the City's design or formula. The foregoing states the entire liability of Motorola for patent or copyright infringement related to the Product Programs.

- G. *LIMITATION OF LIABILITY. THE ENTIRE CONTRACTOR LIABILITY TO the CITY FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY MOTOROLA UNDER THIS LICENSE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS LICENSE, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT WARRANTY, TORT OR OTHERWISE, AND the CITY'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE PAYMENT BY CONTRACTOR OF ACTUAL DAMAGES NOT TO EXCEED THE AMOUNT PAID TO Contractor FOR THE LICENSE PRODUCT PROGRAM(S).*

*IN NO EVENT SHALL Contractor BE LIABLE FOR ANY LOSS OF PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED UNDER THE LAW.*

- H. General. The terms of this section shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the City. Contractor shall not be liable for any failure to perform due to causes beyond its reasonable control. This license agreement does not include Product Program source code. If any provision of this license agreement is contrary to, prohibited by, or deemed invalid under applicable laws, rules or regulations, such provision shall be deemed omitted, to the extent so contrary, prohibited or invalid, but the remainder shall not be invalid and should be given effect insofar as possible. This license supersedes in full all prior discussions and agreements between the parties relating to the subject matter of this license section and constitutes the entire agreement between the parties relating to Product Programs and may be modified or supplemented only by a written document signed by an authorized representative of both parties.

I. SOFTWARE SOURCE CODE

In the event that Motorola shall discontinue support for an item of Motorola-owned Software furnished under the Contract and City is not in breach of the Contract, then Motorola shall, at its option, arrange for support by an entity that has access to the source code for such Software item and other information necessary to provide

support, or grant City a license, under separate terms and conditions, to use Motorola-owned source code corresponding to such Software item for City's internal use by City's employees and City's agent, consultants and independent contractors (provided that prior to their access to such source code City's agents, consultants and independent contractors enter into a non-disclosure agreement if form and substance that is reasonably satisfactory to Motorola) solely as a trouble analysis aid for isolating, diagnosing and fixing problems in such Software. If non-Motorola owned programs are incorporated and are required with Motorola owned source code for the aforesaid Software item, Motorola shall use reasonable efforts to assist City in becoming a licensee of such code or a sub-licensee of Motorola, as appropriate.

**J. IMPROVEMENTS AND OTHER MODIFICATIONS OF SOFTWARE**

Contractor shall make software modifications, including improvements and program changes, available to the City prior to or at the same time such modifications are available to any of Contractor's customers.

**A. IMPROVEMENTS**

Improvements in the software (which shall mean any additions of modifications made by Contractor or the software vendor to or in the software at any time after installation) which improve the efficiency and effectiveness of the basic program functions and which do not change such functions or create one or more new ones, shall be furnished to the City at no charge. Installation of improvements shall be done only with the City's approval, and shall be done at the City's expense if Contractor is not responsible for Full Maintenance Service at the time of installation.

**B. PROGRAM CHANGES**

If, at any time after installation, Contractor or the software vendor shall develop any changes in the software which change the basic program functions of the software or add one or more new ones, the City shall have the right to obtain such program changes at the lesser of (i) Contractor's or the software vendor's standard prices then in effect for installing such changes, or (ii) the difference between the then current price of the software including such changes and the applicable fees and charges for the software reflected here in.

**K. EQUIPMENT AND SOFTWARE EVALUATION OPTION**

In the event that the Contractor offers, the City may, at its sole option, test any item of equipment or software which is supplied by the Contractor and can be connected to the Radio System or installed on the Radio System, for a trial period of up to ninety (90) days, without cost. If the City elects this option, the City will reimburse the Contractor for actual freight, installation, and removal costs.



WITNESSETH:


WHEREAS, the CITY OF PORTLAND desires to purchase a Communications System; and

WHEREAS, MOTOROLA desires to sell a Communications System; and

THEREFORE, the parties hereby enter into an agreement pursuant to which MOTOROLA shall perform the work and furnish the equipment and services as more fully set forth herein and Exhibits A and B, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement.

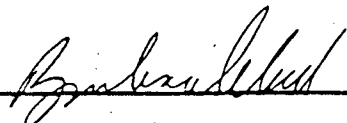
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below.

CITY OF PORTLAND

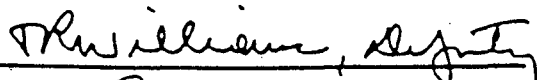
By:   
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title MAYOR  
\_\_\_\_\_  
Title 92.6.5  
\_\_\_\_\_  
Date signed

MOTOROLA COMMUNICATIONS  
AND ELECTRONICS, INC.

T. W. Jaron  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title Vice President & General Manager  
\_\_\_\_\_  
Title Western Division  
\_\_\_\_\_  
Date signed 5/26/92

By:   
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title AUDITOR  
\_\_\_\_\_  
Title 6/5/92  
\_\_\_\_\_  
Date signed

APPROVED AS TO FORM:  
CITY ATTORNEY

  
5/27/92

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community CorrectionsDIVISION SOUTHEASTCONTACT Kathy TrebTELEPHONE 248-3701\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Horace HowardSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

A Budget Modification to increase ADAPT Grant revenue and move Sanctions and Services revenue to Program Development Budget.

(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 increases the ADAPT Grant revenue to \$105,983. This represents an increase of \$60,497 resulting from prior year grant balances. The grant period has also been extended to November 30, 1993 to allow total expenditure of all grant dollars.

State Sanctions & Services revenue will be reduced in Southeast District Budget and increased in Program Development Budget by \$60,497 to cover evaluation costs for Structured Sanctions and programs.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

DCC revenue increased by \$60,497 from Health and Human Services ADAPT Grant.

156-021-2824-2106	\$60,497
156-021-2824-2337	(\$60,497)
156-021-2310-2337	\$60,497

BOARD OF  
 CLATSOP COUNTY  
 1993 DEC - 7 AM 11:43  
 CLATSOP COUNTY  
 OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification / \$ \_\_\_\_\_

Originated By

Date

12-6-93

Department Director

Date

12-6-93

Plan/Budget Analyst

Date

12/6/93

Employee Services

Date

12-6-93

Board Approval

Date

12/16/93




**MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS**

**MEMORANDUM**

---

**TO: Board of County Commissioners**

**FROM: M. Tamara Holden** 

**DATE: December 6, 1993**

**SUBJECT: Budget Modification - DCC 2**

---

**I. Recommendation/Action Requested**

Approval to increase DCC budget by \$60,497 in unspent ADAPT grant revenues carry over from 1992-93 and extension in grant period to November 1993 to allow for expenditure of grant revenues. Approval to transfer \$60,497 of state Sanction & Service revenue from ADAPT budget to Program Development & Evaluation budget to fund evaluation of sanctions and programs as mandated by the state and the county.

**II. Background/Analysis**

The Department of Community Corrections requested an extension of the ADAPT grant period several months ago and received approval last month. This formalize the Department's intention to fully use the federal grant monies to fund the program at current service level. This action results in no impact on the ADAPT program.

The Department of Community Corrections considers evaluation of new and current sanction programs and the "structured sanctioning process" critical to continued funding, policy directions, and development of viable programs. The dedication of \$60,497 of state revenues will assist the department in providing the evaluative data necessary to the Board or the state for making key policy decisions.

**III. Financial Impact**

Increases servie reimbursement to the General Fund contingency by \$2,569. The Department of Community Correction's budget will increase by \$60,497 in federal grant revenues.

**IV. Legal Issues**

The federal government has approved the expenditure of carryover grant revenues including the extension of the grant period. A modification of the CCA Plan is not necessary at this time.

**V. Controversial Issues**

The process for identifying in-house or contracted evaluation must be addressed prior to the Request for Proposals. The Department has already identified key evaluative data that will be collected and basic evaluations that will be conducted.

**VI. Link to County Polices**

This is consistent with county policy on evaluation and critical to the Department's "key results".

**VII. Citizen Participation**

None.

**VIII. Other Government Participation**

A modified CCA Plan will be submitted to the state when other key components, such as violation beds, have been finalized.

1. DATE ISSUED (Mo./Day/Yr.)	09/28/93	2. CFDA NO.	93.169
3. SUPERSEDES AWARD NOTICE dated	08/12/92	except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.	
4. GRANT NO.	4 H86 SP01552-04-1	5. ADMINISTRATIVE CODES	SP-H86 / PW
Formerly:			
6. PROJECT PERIOD	Mo./ Day / Yr.	Mo./ Day / Yr.	
From	09/30/89	Through	11/30/93
7. BUDGET PERIOD	Mo./ Day / Yr.	Mo./ Day / Yr.	
From	09/01/92	Through	11/30/93

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION

Revised

NOTICE OF GRANT AWARD  
AUTHORIZATION (Legislation/Regulation)

SECTIONS 509F AND 509G  
OF THE PHS ACT

CARE FOR SUBSTANCE ABUSING PREGNANT WOMEN

9. GRANTEE NAME AND ADDRESS	10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR / PRINCIPAL INVESTIGATOR) (LAST NAME FIRST AND ADDRESS)
a. MULTNOMAH COUNTY	FULLER, JOANNE MSW
b. JUSTICE SERVICES DIVISION	JUSTICE SERVICES DIVISION
c. 736 N.E. COUCH STREET	736 N.E. COUCH STREET
d. PORTLAND	PORTLAND, OR 97232
e. OR	
f. 97232	

11. APPROVED BUDGET (Excludes PHS Direct Assistance)	12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE
I PHS Grant Funds Only	a. Amount of PHS Financial Assistance (from Item 11.ii.) \$ 279,516
II Total project costs including grant funds and all other financial participation (Select one and place NUMERAL in box.) I	b. Less Unobligated Balance From Prior Budget Periods \$ 18,139
a. Salaries and Wages \$ 95,084	c. Less Cumulative Prior Award(s) This Budget Period \$ 261,377
b. Fringe Benefits \$ 41,920	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0
c. Total Personnel Costs \$ 137,004	13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT):
d. Consultant Costs 0	YEAR TOTAL DIRECT COSTS / STIPENDS YEAR TOTAL DIRECT COSTS / STIPENDS
e. Equipment 0	a. N/A d.
f. Supplies 40,000	b. e.
g. Travel 10,700	c. f.
h. Patient Care—Inpatient 0	14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH):
i. —Outpatient 0	a. Amount of PHS Direct Assistance \$
j. Alterations and Renovations 0	b. Less Unobligated Balance From Prior Budget Periods \$
k. Other 18,425	c. Less Cumulative Prior Award(s) This Budget Period \$
l. Consortium/Contractual Costs 53,660	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ N/A
m. Trainee Related Expenses 0	15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: (Select One and Place LETTER in box.)
n. Trainee Stipends 0	a. DEDUCTION
o. Trainee Tuition and Fees 0	b. ADDITIONAL COSTS
p. Trainee Travel 0	c. MATCHING B
q. TOTAL DIRECT COSTS → \$ 259,789	d. OTHER RESEARCH (Add / Deduct Option)
r. INDIRECT COSTS (Rate 9.57 % of S&W/TADC) \$ 19,727	e. OTHER (See REMARKS)
s. TOTAL APPROVED BUDGET \$ 279,516	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
t. SBIR Fee \$	a. The grant program legislation cited above. b. The grant program regulation cited above.
u. Federal Share \$ 279,516	c. This award notice including terms and conditions, if any, noted below under REMARKS.
v. Non-Federal Share \$	d. PHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period.
	e. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached — ☐ Yes ☒ No)

THE SOLE PURPOSE OF THIS REVISION IS TO CHANGE THE BUDGET AND PROJECT PERIOD END DATE FROM 8/31/93-11/30/93.

PHS GRANTS MANAGEMENT OFFICER: (Signature)	(Name Typed/Print)			
Margaret E. Heydrick	MARGARET E. HEYDRICK			
	GRANTS MANAGEMENT OFFICER, CSAP			
17. OBJ. CLASS.	18. CRS - EIN	19. LIST NO.		
41.45	1936002309A8			
FY-CAN	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN. ASST.	AMT. ACTION DIR. ASST.
20. a. 2C961083	b. H6SP01552A	c.	d.	e.
21. a.	b.	c.	d.	e.
22. a.	b.	c.	d.	e.

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community CorrectionsDIVISION WEST DISTRICT

CONTACT \_\_\_\_\_

TELEPHONE 248-3701

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

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

A budget modification to increase Personal Services and decrease Materials and Services in the Day Reporting Center.

(ESTIMATED TIME NEEDED ON THE AGENDA)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification will add 1 FTE Corrections Counselor for 7 months at \$25,014, increase indirect by \$1,022 and decrease Pass Through by \$26,036 in the Day Reporting Center, West District.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

CLERK OF  
COUNTY COMMISSIONERS  
1993 DEC -7 AM 11:41  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

\$ \_\_\_\_\_

Originated By [Signature]

Date

12-6-93

Department Director

M. Tamara Holder

Date

12-3-93

Plant/Budget Analyst

Date

12/6/93

Employee Services

CRumbros

Date

12-6-93

Board Approval

Date

Wendy L. Boastao12/16/93



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS  
421 S.W. 5TH, SUITE 600  
PORTLAND, OREGON 97204  
(503) 248-3701  
FAX (503) 248-5376

GLADYS McCOY  
COUNTY CHAIR

## M E M O R A N D U M

---

TO: Board of County Commissioners

FROM: Tamara Holden and Michael Haines *M. Tamara Holden*

DATE: December 2, 1993

SUBJECT: Agenda Placement Date: December 7, 1993  
Transfer of Community Corrections Funds

---

### I. Recommendation/Action Requested

Approval to transfer \$26,036 (\$42,885 pro rated for remainder of fiscal year 1993-1994) from pass through (contracts) payments to personnel.

### II. Background/Analysis

In refinement and reconsideration of the program planning for the new Day Reporting Center, it has become apparent that it will be more effective to integrate on-site alcohol and drug services into other services being provided to clients sanctioned to the Day Reporting Center. Funds that had originally been budgeted to purchase alcohol/drug treatment services will instead be used to enhance program staff so that staff can provide integrated case management, alcohol/drug treatment, cognitive restructuring, and life skills internally and on-site.

### III. Financial Impact

The cost to the Department for providing these services internally will be approximately \$41,000. The cost of procuring similar services externally would be approximately \$48,000. The proposed budget amendment will result in a savings of \$7,000.

**IV. Legal Issues**

None.

**V. Controversial Issues**

Initially, the Day Reporting Center published a Request for Proposals for intensive alcohol and drug services to be provided on-site. There are limited funds available for these services and the Department desires that this component be an integral part of all DRC services. It was determined that it would be both more cost efficient and more conducive to client's successful completion of this sanction to have these services provided by DRC staff. Based on this, the Request for Proposals was withdrawn. This withdrawal may prompt questions from those in the community that may have submitted a proposal.

**VI. Link to County Policies**

The Day Reporting Center is a key element in the County's response to the new legislation included in ORS Chapter 680 (Structured Sanctions). The Day Reporting Center will provide an immediate sanction for probationers and parolees who are out of compliance with supervision conditions. The proposed budget amendment will enhance the Day Reporting Center's staff's ability to provide an integrated array of services targeting specific client needs.

**VII. Citizen Participation**

None

**VIII. Other Government Participation**

None



PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCC 3

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
1.00	Corrections Counselor	26,518	9,371	6,995	42,885 0 0
1.00	TOTAL CHANGE (ANNUALIZED)	26,518	9,371	6,995	42,885

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 Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
0.70	156-2804 6268 Corrections Counselor	15,468	5,466	4,080	25,014 0 0
TOTAL CURRENT FISCAL YEAR CHANGES		15,468	5,466	4,080	25,014

BUDGET MODIFICATION NO. DCC 3

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

6

BUDGET FY 93-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2804			5100	230,210	245,678	15,468		Permanent
		156	021	2804			5500	72,048	77,514	5,466		Fringe
		156	021	2804			5550	48,770	52,850	4,080		Insurance
											25,014	
		156	021	2804			6060	82,800	56,764	(26,036)		Pass Through
											(26,036)	
		156	021	2804			7100	20,541	21,563	1,022		Indirect
											1,022	
		400	050	7531			6520			4,080		Insurance Fund
											4,080	
		100	045	9120			7700			1,022	1,022	Contingency increase
TOTAL EXPENDITURE CHANGE										5,102	5,102	
										4,080	4,080	

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

6

BUDGET FY 93-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	045	7410			6602			1,022	1,022	SR from F/S
		400	050	7040			6602			4,080	4,080	SR from F/S
TOTAL REVENUE CHANGE										0	5,102	

BUDGET MODIFICATION NO.

DLS 2(For Clerk's Use) Meeting Date  
Agenda No.

DEC 16 1993

R-111. REQUEST FOR PLACEMENT ON THE AGENDA FOR 9-2-93

(Date)

DEPARTMENT LibrariesDIVISION AllCONTACT Ching HayTELEPHONE X 6672

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

## SUGGESTED

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

This budget modification increases the Department of Libraries' indirect cost rate from 6.14% to 6.9%, as specified in the 1993-94 Indirect Cost Rate Agreement.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This budget modification increases indirect costs for the Library by \$139,089.  
The indirect cost rate for the 93/94 Library budget was based on 6.14% but should be 6.9%.

This budget modification does not change General Fund Contingency.

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

General Fund revenue is increased by \$139,089 which is appropriated for the library.

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1993 DEC - 7 AM 11:41

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

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		
<u>Ching Hay</u>	<u>8/17/93</u>	<u>[Signature]</u>	
<u>DEBORAH L. BOASTO</u>	<u>12/16/93</u>		

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 93-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
DLS 02	C	162	80	8000			7100	1,123,711	1,262,800	139,089		INDIRECT
DLS 02	C	100	80	8130			7610	5,871,749	6,010,838	139,089		CASH RANSFER TO LIBRARY FUND
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										278,178	0	

REVENUE

TRANSACTION RB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
DLS 02	C	100	45	7410			6635	1,123,711	1,262,800	139,089		SVS REIMB FROM LIBRARY
DLS 02	C	162	80	8000			7601	5,871,749	6,010,838	139,089		CASH TRANSFER FROM GENERAL FUND
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										278,178	0	



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

PLANNING & BUDGET

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503) 248-3883

TO: Board of County Commissioners

FROM: Ching Hay, Budget Specialist *ch*

DATE: December 1, 1993

REQUESTED PLACEMENT DATE: December 16, 1993

SUBJECT: Budget Modification DLS #02

I. Recommendation/Action Requested:

Approval of budget modification DLS #2 which changes the indirect cost of the Library from 6.14% to 6.9%.

II. Background/Analysis:

The 93-94 adopted budget used an indirect cost rate of 6.14% instead of 6.9% due to an oversight. The indirect cost rate is arrived at from actual accounting records and is used to charge overhead or support costs for each department.

III. Financial Impact:

The net impact is \$0. Revenues and appropriations of \$139,089 nets out to \$0.

IV. Legal Issues:

Indirect costs may be higher than budgeted if this modification is not approved, and that is not desirable.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Current policy is to charge each department its appropriate indirect cost.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

Meeting Date: DEC 16 1993

Agenda No.: K-12

(Above space for Clerk's Office Use)

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

**SUBJECT:** Contract - OMAP and CareOregon

BCC Informal \_\_\_\_\_ BCC Formal December 16, 1993  
(date) (date)

**DEPARTMENT:** Health **DIVISION:** Primary Care

**CONTACT:** Mary Lou Hennrich **TELEPHONE:** 494-4000

**PERSON(S) MAKING PRESENTATION** Tom Fronk and Mary Lou Hennrich

**ACTION REQUESTED:**

☐ INFORMATION ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL

**ESTIMATED TIME NEEDED ON BOARD AGENDA:** 15 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):

The Health Department seeks approval of an agreement between the Oregon Medical Assistance Program (OMAP) and the County for the provision of fully capitated health services to Medicaid clients through CareOregon.

12/17/93 ORIGINALS PICKED UP BY  
JIM KENNEDY

(If space is inadequate, please use other side)

**SIGNATURES:**

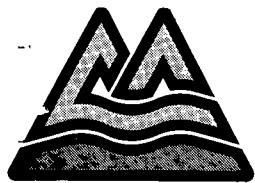
ELECTED OFFICIAL

Or

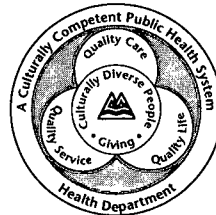
DEPARTMENT MANAGER Bill Odegard

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
JANUARY 7 AM 11:43  
CLERK  
JOHN H. BROWN  
OREGON



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

TO: Bev Stein, Multnomah County Chair  
FROM: Bill Odegaard  
REQUESTED PLACEMENT DATE: December 16, 1993  
DATE: December 6, 1993  
SUBJECT: Intergovernmental Agreement - CareOregon

- I. Recommendation/Action Requested: The Board is requested to approve an agreement between the Oregon Medical Assistance Program (OMAP) and the County for the provision of fully capitated health services to Medicaid clients through CareOregon.
- II. Background/Analysis: The Health Department has been in development of CareOregon, a fully capitated, risk based health plan for Medicaid clients, in response to the Oregon Health Plan. This plan has been developed in conjunction with OHSU, other county health departments, and federally funded migrant and community health centers. If approved, CareOregon would begin operations on February 1, 1994.
- III. Financial Impact: The Health Department relies on approximately \$8 million of Medicaid prepaid and fee for service revenue annually. This revenue will be largely replaced with Oregon Health Plan revenue. In the metro area, participation in the Oregon Health Plan will be limited to fully capitated health plans. As CareOregon matures, revenues should exceed current Medicaid revenues. However, the volatile nature of client enrollment makes prediction difficult.
- IV. Legal Issues: There are several complex and interrelated legal issues, for which the Department has been receiving ongoing legal counsel.
- V. Controversial Issues: The role of the Health Department and the County as participant in health care policy development and health care reform in Oregon.
- VI. Link to Current County Policies: The Board defined County policy related to the Oregon Health Plan through resolution December 9.
- VII. Citizen Participation: The Community Health Council has been involved with the Health Department's CareOregon effort since inception.
- VIII. Other Government Participation: Several governmental agencies have been involved, including OMAP, the State Health Division, the federal Public Health Service, the State AG, OHSU, and Clackamas County.



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.

19. **SUCCESSORS IN INTEREST**

*TO BE AMENDED*

~~The provisions of this Agreement shall not be binding upon or inure to the benefit of Contractor's successors in interest without OMAP's explicit written consent.~~

*WHA*  
*tbl*

20. **MISCELLANEOUS FEDERAL REQUIREMENTS**

- A. If the sums payable to Contractor or its subcontractors under this Agreement exceed \$100,000, Contractor or its subcontractors shall comply 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 (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 US EPA Assistant Administrator for Enforcement (EN-329).
- B. Contractor and its subcontractors shall comply with any applicable mandatory 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).
- C. If the sums payable to Contractor or its subcontractors exceed \$10,000, Contractor, or its subcontractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- D. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:
- All laboratory testing sites providing services under this contract shall 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.
- E. Contractor shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.
- F. Contractor shall comply with all other applicable federal law.


# CARE OREGON

---

**1500 SW First Avenue Suite 250  
Portland OR 97201-5831  
(503) 494-4000 FAX 494-4013**

---

To: Beverlyly Stein  
County Executive

From: Mary Lou Hennrich   
Health Plan Administrator

Re: OMAP/CareOregon Contract

Date: December 16, 1993

---

Please introduce the attached "page 26" as a replacement for the "page 26" in the OMAP/CareOregon Contract you are voting on this morning.

This is necessitated by the fact that the "Successor in Interest Clause" #19, was agreed upon by Multnomah County Counsel and OHSU Counsel. Somehow it was not reviewed by OMAP counsel until yesterday and although they are o.k. with the concept, they cannot agree to the exact wording.

Therefore, we need to "go back" to the original wording proposed by OMAP at this time and in the next agreement (to begin 10/1/94) we will have the "perfected" wording that will be worked out with Multnomah county, OHSU and OMAP.

Please accept my apology for the lateness of this request, but I did not find out about it until late yesterday afternoon.

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.

**19. SUCCESSORS IN INTEREST**

In the event Multnomah County/dba CareOregon cannot perform the obligations of contracts with CareOregon providers, the Oregon Health Sciences University is authorized to succeed to and assume all rights, obligations and interests in this agreement.

**20. MISCELLANEOUS FEDERAL REQUIREMENTS**

- A. If the sums payable to Contractor or its subcontractors under this Agreement exceed \$100,000, Contractor or its subcontractors shall comply 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 (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 US EPA Assistant Administrator for Enforcement (EN-329).
- B. Contractor and its subcontractors shall comply with any applicable mandatory 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).
- C. If the sums payable to Contractor or its subcontractors exceed \$10,000, Contractor, or its subcontractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- D. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:
- All laboratory testing sites providing services under this contract shall 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.
- E. Contractor shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.
- F. Contractor shall comply with all other applicable federal law.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201744  
Amendment # \_\_\_\_\_

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-12</u> DATE <u>12/16/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	---

Department Health Division \_\_\_\_\_ Date 6 Dec. 1993Contract Originator Jim Kennedy Phone 4274 Bldg/Room 160/7Administrative Contact Tom Fronk Phone 4274 Bldg/Room 160/7Description of Contract Multnomah County agrees to provide a full range of health care to enrollee Medicaid clients on a prepaid, capitated risk based basis.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Office of Medical AssistanceMailing Address 500 Summer St NESalem, Oregon 97310Phone (503) 378-2263

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

Effective Date February 1, 1993 1994Termination Date September 30, 1994Original Contract Amount \$ Requirements

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

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

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Bille OdegaardPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 12/16/93

Date \_\_\_\_\_

Date 12.6.93Date December 16, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		INC/ DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	015	0800						OMAP	REQ	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

---

# Oregon

DEPARTMENT OF  
HUMAN RESOURCES

Human Resources Building

OFFICE OF MEDICAL  
ASSISTANCE  
PROGRAMS

**OREGON HEALTH PLAN**  
**FULLY CAPITATED HEALTH**  
**PLAN AGREEMENT 30464**  
  
**WITH**  
  
**CAREOREGON**  
  
**FEBRUARY 1, 1994**



Barbara Roberts  
Governor

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

# TABLE OF CONTENTS

## PART I

INTRODUCTION .....	1
1. STATUS OF CONTRACTOR .....	1
Service Area .....	1
Status of Contractor .....	1
Stop-Loss Deductible and Status .....	1
Contractor Risk of Case Management Savings .....	1
Enrollment Limits .....	1
2. TERM AND APPROVAL .....	2
3. STATEMENT OF WORK .....	2
Capitated Services .....	4
Emergency Services .....	5
Preventive Care Services .....	6
Triage Services .....	6
Medical Case Managed Services .....	6
Family Planning Services .....	6
Sterilization and Hysterectomy .....	6
Encounter Data .....	7
Human Immunodeficiency Virus and Aquired Immune Deficiency Syndrome Prevention Services .....	7
4. COVERED SERVICES .....	7
5. CONSIDERATION .....	8
Timing of Payments .....	10
Settlement of Accounts .....	11
Financial Penalties .....	11
6. TAX COMPLIANCE .....	12
7. TRUTH IN LOBBYING ACT CERTIFICATION .....	12
8. ORGANIZATION OF THIS AGREEMENT .....	13
9. MERGER .....	13
10. CONTRACTOR INFORMATION .....	14
11. SIGNATURES .....	14

## PART II

1.	INTERPRETATION/ADMINISTRATION OF AGREEMENT . . . . .	16
2.	PREPAID HEALTH PLAN ADMINISTRATIVE RULES . . . . .	16
3.	IDENTIFICATION CARDS . . . . .	17
4.	ENROLLMENT/DISENROLLMENT . . . . .	17
5.	THIRD PARTY RESOURCES . . . . .	19
6.	SUBCONTRACTS/ASSIGNMENTS . . . . .	20
7.	ACCESS TO RECORDS AND FACILITIES . . . . .	21
8.	PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION . . . . .	22
9.	MARKETING . . . . .	22
10.	OWNERSHIP . . . . .	22
11.	AMENDMENTS . . . . .	22
12.	TERMINATION . . . . .	23
13.	NON-DISCRIMINATION . . . . .	24
14.	FUNDS AVAILABLE AND AUTHORIZED . . . . .	25
15.	DUAL PAYMENT . . . . .	25
16.	TORT CLAIMS . . . . .	25
17.	GOVERNMENT STATUS . . . . .	25
18.	WORKER'S COMPENSATION COVERAGE . . . . .	25
19.	SUCCESSORS IN INTEREST . . . . .	26
20.	MISCELLANEOUS FEDERAL REQUIREMENTS . . . . .	26
21.	COMPLIANCE WITH STATE PUBLIC CONTRACT LAWS . . . . .	27
22.	FORCE MAJEURE . . . . .	29
23.	HEADINGS/CAPTIONS . . . . .	29
24.	CONTROLLING STATE LAW/VENUE . . . . .	29

25.	SEVERABILITY .....	30
26.	WAIVER .....	30
27.	NOTICES .....	30
28.	DEFINITIONS .....	30
EXHIBIT A	.....	A1
	Solvency Plan	
EXHIBIT B	.....	B1
	Capitation Payment Calculations	
EXHIBIT C	.....	C1
	Risk Protections and Case Management Savings	
EXHIBIT D	.....	D1
	Encounter Claims Minimum Data Set Requirements and Penalties	
ATTACHMENT 1		
	Service Categories for Per Capita Costs	



## **PART I**

## PROVIDER SERVICES AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs, hereinafter referred to as OMAP, and

Multnomah County  
DBA CareOregon  
1500 SW 1st Ave., Ste. 250  
Portland, Oregon 97201

hereinafter referred to as Contractor.

### 1. STATUS OF CONTRACTOR

Contractor is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP).

Contractor is not a Federally Qualified Health Maintenance Organization registered as such with the Oregon State Department of Consumer and Business Services.

Contractor's designated Service Areas are listed below.

Contractor is required to obtain stop-loss protection with a deductible of \$50,000 per Member. Contractor is obtaining this protection from OMAP.

Contractor's maximum enrollment limit is:

53,500 for Multnomah, Clackamas, and Washington Counties,  
8,000 for Linn, Benton, Marion, Polk, and Yamhill Counties,  
1,200 for Lane County  
4,800 for Jackson, Josephine and Douglas Counties, and  
8,400 for Klamath, Malheur, Umatilla, and Union Counties.

Contractor's total maximum enrollment limit for all service areas is 75,900 under this Agreement.

If Contractor meets the definition of a Health Services Contractor in ORS 750.005(2), Contractor shall not provide prepaid health services on a capitated basis to any persons other than OMAP Members, unless Contractor meets all statutory and regulatory requirements as a Health Care Services Contractor under ORS Chapter 750.

## 2. TERM AND APPROVAL

This Agreement shall become effective on February 1, 1994 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through September 30, 1994. No work may be performed under this Agreement prior to its effective date.

This Agreement may be renewed or extended. In the case of renewal of this Agreement, OMAP shall give Contractor not less than 60 days notice or other mutually agreed upon notice of the desire to renew prior to the renewal date. In order for renewal or extension to be effective, the renewal Agreement or extension must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties prior to the expiration of this Agreement or any extension thereof.

## 3. STATEMENT OF WORK

A. Subject to the provisions of this Section and Section 4, COVERED SERVICES, Contractor shall:

- (1) Ensure provision of Medically Appropriate Covered Services consistent with OAR 410-141-120, including Emergency Services and preventive care services, in all those categories listed below as Mandatory and in those Optional categories that are listed below (hereinafter referred to as Capitated Services) for all OMAP Members:

### FCHP Mandatory

Physician - Basic  
Physician - Maternity  
Physician - Somatic Chemical Dependency  
Physician - Somatic Mental Health  
Outpatient Hospital - Basic  
Outpatient Hospital - Maternity  
Outpatient Hospital - Somatic Chemical Dependency  
Outpatient Hospital - Somatic Mental Health  
Prescription Drugs - Basic  
Inpatient Hospital - Basic  
Inpatient Hospital - Extended Care  
Inpatient Hospital - Maternity, Newborn & Neonatal ICU  
DME & Medical Supplies  
Home Health/Private Duty Nursing  
PT/OT - Nonphysician  
Speech-Language Pathology - Nonphysician  
Transportation - Ambulance

## FCHP Optional

Hearing Aids, Batteries, Nonphysician Services  
Inpatient Hospital - Family Planning  
Inpatient Hospital - Therapeutic Abortion  
Outpatient Hospital - Family Planning  
Outpatient Hospital - Therapeutic Abortion  
Physician - Family Planning  
Physician - Therapeutic Abortion  
Prescription Drugs - Family Planning

- (2) Ensure provision of Triage Services for Emergency and Urgent Capitated and Medical Case Managed Services for all OMAP Members on a 24-hour, 7-day-a-week basis consistent with OAR 410-141-140, OHP Prepaid Health Plan Emergency and Urgent Care Medical Services.
- (3) Ensure provision of Medical Case Managed Services as described in Part I, Section 3I, below, for all OMAP Members consistent with OAR 410-141-160, OHP Prepaid Health Plan Continuity of Care.
- (4) Ensure maintenance of a medical and/or dental recordkeeping system adequate to fully disclose and document the medical condition of the OMAP Member and the extent of Medical Case Managed and Capitated Services received by OMAP Members consistent with OAR 410-141-180, OHP Prepaid Health Plan Medical Recordkeeping.
- (5) Maintain an internal quality assurance program based on written policies, standards and procedures that are in accordance with accepted medical and/or dental practices and with accepted professional standards consistent with OAR 410-141-200, OHP Prepaid Health Plan Quality Assurance System. The internal quality assurance program shall be consistent with the applicable utilization control requirements set forth in 42 CFR Part 456.
- (6) Ensure that Capitated Services and Medical Case Managed Services are accessible to OMAP Members. Contractor shall not discriminate between OMAP Members and non-OMAP members consistent with OAR 410-141-220, OHP Prepaid Health Plan Accessibility.
- (7) Have written procedures for accepting, processing and responding to all complaints and grievances from OMAP Members consistent with OAR 410-141-260, OHP Prepaid Health Plan Complaint Procedures.
- (8) Develop informational materials for potential OMAP Members consistent with OAR 410-141-280, OHP Prepaid Health Plan Informational Requirements.
- (9) Have an ongoing process of OMAP Member education and information sharing

which includes orientation to Contractor, health education and appropriate use of emergency facilities and urgent care consistent with OAR 410-141-300, OHP Prepaid Health Plan Member Education.

- (10) Ensure that OMAP Members are treated with the same dignity and respect as non-OMAP members or other patients who receive services from Contractor and its subcontractors and ensure that OMAP Members have rights consistent with OAR 410-141-320, OHP Member Rights and Responsibilities.
  - (11) Maintain sound financial management and generate periodic financial reports and make them available to OMAP consistent with OAR 410-141-340, OHP Prepaid Health Plan Financial Solvency.
- B. Contractor shall maintain protections against insolvency, as specified in the Solvency Plan, which is attached hereto as EXHIBIT A, Solvency Plan, and by this reference incorporated herein. If any of the elements of the Solvency Plan are eliminated, changed or modified in any manner, Contractor shall immediately notify OMAP. Failure to maintain adequate financial solvency, including solvency protections specified in the Solvency Plan, shall be grounds for termination or modification of this Agreement, at OMAP's sole discretion.
- C. Contractor shall ensure provision of the categories of services as indicated in Subsection 3.A(1) of this Agreement as defined in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which by this reference is incorporated herein as Attachment 1.
- D. Contractor may perform the above work directly or, subject to the provisions of Part II, Section 6, SUBCONTRACTS/ASSIGNMENTS, through subcontracts or other arrangements with other providers. Regardless of the means utilized by Contractor to perform such work, Contractor shall remain responsible for its timely and effective performance.
- E. Capitated Services
- (1) Contractor's responsibility to provide Capitated Services under Part I, Section 3A(1) of this Agreement is limited to those services that are authorized by Contractor. However, Contractor shall not deny authorization for Capitated Services except as Medically Appropriate, unless the OMAP Member is out of Contractor's Service Area. When the OMAP Member is out of Contractor's Service Area, Contractor may refuse to provide Capitated Services, except for Emergency Services.
  - (2) Whenever Contractor or Contractor's participating providers do not directly provide any Capitated Services authorized by Contractor, including Emergency Services, Contractor shall, within the limits of the stop-loss protection obtained from OMAP, if any, pay the provider(s), as necessary, to ensure that neither

OMAP nor the OMAP Member receiving such services shall be liable for any costs or charges therefor.

F. Emergency Services

- (1) Contractor's obligation to pay for Emergency Services under Part I, Section 3A(1) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to Covered Services provided by an appropriate source that are needed immediately or appear to be needed immediately because of an injury or sudden illness and the time required to reach Contractor or its subcontractor (or alternatives authorized by Contractor) would have meant risk of permanent damage to the OMAP Member's health. Medically Appropriate Capitated Services following the provision of Emergency Services are considered to be Emergency Services as long as transfer of the OMAP Member to Contractor or its subcontractor or designated alternative is precluded because of risk to the OMAP Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. Contractor is responsible for Medically Appropriate transportation to transfer the OMAP Member to Contractor's care when it can be done without medically harmful consequences. (See OAR 410-123-1060, Definition of Terms, for additional information as it applies to dental services.)
- (2) Emergency Services include unexpected premature delivery, but do not include normal delivery unless Contractor determines, subject to the Member's appeal rights, that the OMAP Member was outside Contractor's Service Area because of circumstances beyond the OMAP Member's control.
- (3) Contractor has no obligation to pay for Emergency Services unless the provider of such services submits a bill to Contractor within 12 months of the date service was provided.
- (4) If Contractor has a reasonable basis to believe that any Capitated Services that are claimed to be Emergency Services were not in fact Emergency Services, Contractor may deny payment for such services, provided that, within 90 calendar days of receipt of a claim for payment, Contractor notifies:
  - (a) The provider of such services of the decision to deny payment, the basis for that decision, and the provider's right to contest that decision by requesting an OMAP hearing within 30 calendar days pursuant to OMAP rules.
  - (b) The OMAP Member of the decision to deny payment, the basis for that decision, and the OMAP Member's right to contest that decision by requesting an OMAP hearing within 45 calendar days pursuant to OMAP rules.

Contractor shall comply with and implement any OMAP hearing decision, subject to any further rights to appeal.

G. Preventive Care Services

Contractor shall provide Preventive Care Services for OMAP Members in compliance with OAR 410-141-520, Prioritized List of Health Services. Screening and counseling content is based on age and risk factors determined by a comprehensive patient history. All necessary diagnosis and treatment services identified as a result of such screening must be provided by Contractor to the extent such services are Capitated Services. To the extent such services are not Capitated Services, but are Medical Case Managed Services, Contractor must refer the OMAP Member to an appropriate provider and manage and coordinate the services.

For Preventive Care Services provided through any subcontractors (such as Federally Qualified Health Centers, Rural Health Clinics and County Health Departments), Contractor shall ensure that all services provided to OMAP Members are reported to Contractor and are subject to Contractor's Medical Case Management and recordkeeping responsibilities.

H. Triage Services

Contractor's obligation to pay for Triage Services under Part I, Section 3A(2) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to services that could not be obtained from Contractor or its subcontractors.

I. Medical Case Managed Services

Contractor shall coordinate and manage all Capitated Services. Contractor shall document all referrals by Contractor or its subcontractors to other providers, whether or not the services are Capitated Services.

J. Family Planning Services

OMAP Members may receive Covered Services for Family Planning from any appropriate provider. To the extent the OMAP Member chooses to receive such services from a provider other than Contractor or its subcontractors, Contractor shall not be responsible for payment, Medical Case Management or recordkeeping.

K. Sterilizations and Hysterectomies

- (1) Sterilizations are a Covered Service. Contractor shall obtain a signed informed consent from the OMAP Member in accordance with OAR 410-130-580 or have a Sterilization Order from the Circuit Court of the county in which the OMAP Member resides.

- (2) Hysterectomies are a Covered Service only when provided for medical reasons unrelated to sterilization. Contractor shall inform the OMAP Member and her representative, if any, both orally and in writing that the hysterectomy will render her permanently incapable of reproducing. Contractor shall obtain a signed informed consent from the OMAP Member except:
  - (a) When the OMAP Member was already sterile prior to the procedure, in which case the performing or attending physician must certify in writing that the OMAP Member was already sterile and state the cause of the sterility, or
  - (b) The procedure was performed in a life-threatening emergent situation, in which case the performing or attending physician must certify in writing that prior consent by the OMAP Member was not possible and state the nature of the life-threatening emergent circumstances.
- (3) Contractor shall, within 60 days of a request from OMAP, provide OMAP with a list of all OMAP Members who received sterilizations or hysterectomies from Contractor or its subcontractors during the Agreement Year. OMAP shall be permitted to review the medical records of these OMAP Members and any other OMAP Members selected by OMAP for purposes of determining whether consent for sterilization or hysterectomy services was properly obtained.
- (4) Contractor shall be subject to financial penalties as described in Section 5, subsection F for failure to comply with the requirements of this subsection.

L. Encounter Data

Contractor shall provide OMAP with Encounter Data pursuant to EXHIBIT D, Encounter Claim Minimum Data Set Requirements and Penalties, which is attached hereto and by this reference incorporated herein.

M. Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome Prevention Services

OMAP Members may receive Covered Services for Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome Prevention from any appropriate provider. To the extent the OMAP Member chooses to receive such services from a provider other than Contractor or its subcontractors, Contractor shall not be responsible for payment, Medical Case Management or recordkeeping.

4. **COVERED SERVICES**

- A. Contractor shall have no responsibility under this Agreement to provide or to manage health care and services for OMAP Members unless such services are Covered Services that are Capitated Services or Case Managed Services. Covered Services are those



Medically Appropriate services specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, which shall include:

- (1) Diagnostic services.
  - (2) Treatment, including ancillary services, that is included in or supports the condition/treatment pairs on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, to the extent such condition/treatment pairs are funded by the Legislative Assembly. At the time this Agreement is signed, the Legislative Assembly has funded the condition/treatment pairs included in Lines 1 through 565 of the prioritized list of health services.
  - (3) Such treatment, including ancillary services, that is specifically approved by OMAP in accordance with OAR 410-141-520 for condition/treatment pairs that are not included in lines 1 through 565 of the prioritized list of health services.
- B. Pursuant to State Law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected by OMAP in a duly promulgated amendment to OAR 410-141-520. If OAR 410-141-520 is amended at any time during the term of this Agreement, OMAP shall notify Contractor within 30 days of the effective date of the rule change. The rule, as amended, shall be binding upon Contractor as of its effective date, without need for any amendment to this Agreement.

OMAP's notice to Contractor shall be sent by certified mail, and entitled "Oregon Health Plan Notice of Change in the Prioritized List of Health Services, dated (date of notice)."

## 5. CONSIDERATION

- A. In consideration of all work to be performed by Contractor under this Agreement, OMAP shall pay Contractor:

- (1) A monthly Capitation Payment for each OMAP Member, beginning with the date of enrollment and ending with the date of disenrollment, or the date the cost of Capitated Services provided to the OMAP Member reaches the deductible of the stop-loss protection provided by OMAP, if any, whichever is earlier. Where the date of enrollment or disenrollment is during mid-month, the Capitation Payment may be prorated.

- (a) Service Area: Multnomah, Clackamas, and Washington Counties

\$104.67	for OHP Eligibles
\$639.33	for PLM Adults
\$147.93	for PLM Children
\$298.95	for GA Recipients

## (b) Service Area: Linn, Benton, Marion, Polk, and Yamhill Counties

\$ 96.66	for OHP Eligibles
\$585.97	for PLM Adults
\$135.43	for PLM Children
\$273.64	for GA Recipients

## (c) Service Area: Lane County

\$ 97.23	for OHP Eligibles
\$589.57	for PLM Adults
\$136.11	for PLM Children
\$274.86	for GA Recipients

## (d) Service Area: Jackson, Josephine and Douglas Counties

\$ 97.75	for OHP Eligibles
\$593.51	for PLM Adults
\$137.42	for PLM Children
\$277.89	for GA Recipients

## (e) Service Area: Other counties, as identified on Page 1

\$ 95.55	for OHP Eligibles
\$578.34	for PLM Adults
\$133.46	for PLM Children
\$269.47	for GA Recipients

The above Capitation Payments are calculated according to EXHIBIT B, Calculation of Payments, which is attached hereto and by this reference incorporated herein.

- (2) A Maternity/Newborn Payment, if any, determined pursuant to EXHIBIT C, Risk Protection and Case Management Savings, which is attached hereto and by this reference incorporated herein.
- (3) A Fee-For-Service Payment at the applicable OMAP fee-for-service rate for any Capitated Services that are provided to an OMAP Member in accordance with OMAP rules after the Member's stop-loss deductible has been reached if Contractor has purchased OMAP stop-loss protection.

If Contractor has purchased OMAP stop-loss protection, then such payment for Capitated Services provided after the OMAP Member's stop-loss deductible has been reached will be reduced by 20%, which is the Contractor share of risk up to the maximums specified in EXHIBIT C, which is attached hereto and by this reference incorporated herein.

- B. The consideration listed in section A above is the total consideration payable to Contractor for all work under this Agreement.
- C. The Capitation Payment may be changed by amendment to this Agreement pursuant to Part II, section 11 of this Agreement, except that changes in response to revisions in the prioritized list of health services by the Health Services Commission that would have an actuarial impact on Contractor's projected costs greater than 1% or in response to action by the Oregon Legislative Assembly shall be made as follows:
- (1) OMAP shall notify Contractor within 14 days of any changes by the Health Services Commission or the Legislative Assembly that will necessitate a change in the Capitation Payment.
  - (2) OMAP shall prepare and provide to Contractor an amendment to the Agreement. The new Capitation Payment under such amendment shall take effect no earlier than 30 days from the date the amendment is mailed or delivered to Contractor and, in the case of changes resulting from legislative action, no earlier than 60 days following final legislative action.
  - (3) Contractor shall sign any such amendment within 10 working days of receipt of the amendment, or such later date as OMAP may specify. If Contractor fails to sign the amendment within such time period, OMAP may, at its sole discretion, terminate this Agreement effective on the proposed effective date of the amendment or such later date as OMAP may specify.

Any changes in the Capitation Payment shall take effect on the first of a month.

D. Timing of Payments

OMAP shall make Capitation Payments to Contractor by the 10th day of the month to which such payments are applicable. Such payment shall be accompanied by a remittance advice. OMAP shall also send Contractor an enrollment listing by the 5th of the month. If Contractor believes that there are any errors in the remittance advice and enrollment listing, Contractor shall notify OMAP by submitting an adjustment request.

OMAP shall make retroactive Capitation Payments to Contractor for newborns and any OMAP Members erroneously omitted from the enrollment listing. Such payments shall be made to Contractor by the 10th day of the month after OMAP processes the error.

All fee-for-service claims must be billed by Contractor, its subcontractor, or its participating providers, all of which must be enrolled with OMAP in order to receive payment. Contractor shall not submit to OMAP any fee-for-service claims for any Capitated Services provided to OMAP Members except when Contractor has purchased OMAP stop-loss protection and the OMAP Member's cost of care is beyond Contractor's stop-loss deductible described in Part I, section 1.

Contractor may submit fee-for-service claims for Covered Services provided to an OMAP Member that are not Capitated Services, or for any health care or services provided to OMAP Recipients who are not enrolled with Contractor or with another contractor when such services are provided. Billing and payment of all fee-for-service claims shall be pursuant to and under OMAP rules.

OMAP shall pay Contractor other payments, if any, as specified in EXHIBIT C.

E. Settlement of Accounts

If an OMAP Member is disenrolled, or if the OMAP Member's stop-loss deductible has been reached, OMAP may recoup or Contractor shall refund to OMAP any Capitation Payments received for the OMAP Member for any period after such date. Where such date occurs during mid-month, the Capitation Payment for that month shall be prorated.

OMAP shall have no obligation to make any payments to Contractor for any period(s) during which Contractor substantially fails to carry out the terms of this Agreement. Any payments received by Contractor from OMAP for such periods, and any other payments received by Contractor from OMAP to which Contractor is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Contractor in accordance with OAR 410-120-740, or as otherwise permitted by law.

F. Financial Penalties

- (1) Contractor shall be subject to financial penalties for out-of-compliance Encounter Claim error rates in accordance with the requirements of EXHIBIT D, Encounter Claim Minimum Data Set Requirements and Penalties. The financial penalties, if any, shall be levied and computed according to EXHIBIT D.
- (2) Contractor shall pay OMAP a financial penalty for failure to meet the requirements of Part I, Section 3, Subsection K of this Agreement, the amount of which shall be calculated as follows:
  - (a) By review of the medical records of OMAP Members, OMAP shall determine for each month of the Agreement Year the percent of sterilizations and hysterectomies provided by Contractor or its subcontractors that did not meet the requirements of Part I, Section 3, Subsection K of this Agreement.
  - (b) This percentage determined in step (a) above shall be multiplied by the dollar value of Contractor's Capitation Payment associated with hysterectomies and sterilizations in each such month.
  - (c) The results of step (b) above will be multiplied by the number of OMAP Members for which Contractor was capitated in each such month.

- (d) The results of step (c) above will be totaled to determine Contractor's penalty for hysterectomies and sterilizations.
- (3) Contractor shall pay all financial penalties to OMAP within 30 days of the date OMAP notifies Contractor of the penalty. If Contractor disputes any penalty amount or any portion thereof, Contractor may file an appeal pursuant to subsection (4) below, in which case Contractor may withhold payment of the disputed amount pending the issuance of an appeal decision. Contractor shall pay OMAP the amount of any disputed financial penalty found to be owed by Contractor within 30 days of the date OMAP notifies Contractor of the appeal decision.
- (4) Contractor's appeal of a financial penalty is limited to a review of the penalty by the Director of OMAP or the Director's designee. Contractor must file an appeal of the financial penalty in writing within 30 days of the date OMAP notifies Contractor of the penalty. The Director or designee shall issue an appeal decision within 45 days of receipt of the appeal.

## 6. TAX COMPLIANCE

By execution of this Agreement, 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).

## 7. TRUTH IN LOBBYING ACT CERTIFICATION

A. Contractor certifies, to the best of Contractor's knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of 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.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) Contractor 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.
  - (4) Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify OMAP for any damages suffered by OMAP as a result of Contractor's failure to comply with the terms of this certification.
- B. 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.

## 8. ORGANIZATION OF THIS AGREEMENT

This Agreement is in two parts, which together with the OMAP Rules cited therein and EXHIBITS A, B, C and D, and Attachment 1 constitute the entirety of the Agreement.

## 9. 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 SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. 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 THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## 10. CONTRACTOR INFORMATION

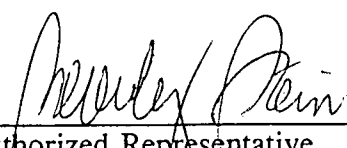
Multnomah County  
DBA CareOregon  
1500 SW 1st Ave., Ste. 250  
Portland, Oregon 97201

FEDERAL TAX I.D. #: 93-6002309

## 11. SIGNATURES

## CONTRACTOR

STATE OF OREGON  
OFFICE OF MEDICAL ASSISTANCE  
PROGRAMS  
500 Summer St., N.E.  
Salem, Oregon 97310-1014

By   
Authorized Representative  
Beverly Stern  
Title Multnomah County Chair

Date December 16, 1993

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

Date \_\_\_\_\_

Reviewed by OMAP Contracts Manager:

## REVIEWED:

LAURENCE B. KRESSEL, County  
Counsel for Multnomah County,  
Oregon

By:   
H. H. Lazenby, Jr.

Date: 12-16-93

Reviewed by OMAP Managed Care Program  
Manager:

Reviewed by OMAP Asst. Director:

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 12/16/93  
DEB BOGSTAD  
BOARD CLERK

Approved as to Legal Sufficiency:

Assistant Attorney General

## **PART II**



## 1. INTERPRETATION/ADMINISTRATION OF AGREEMENT

- A. OMAP may adopt reasonable and lawful policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. In interpreting this Agreement, its terms and conditions shall be construed as much as possible to be complementary, giving preference to the Agreement over any exhibits or attachments. In the event that OMAP needs to look outside of this Agreement, exhibits and attachments for purposes of interpreting its terms, OMAP shall consider the following sources in the order listed:
- (1) The Grant Award Letter from the Health Care Financing Administration (HCFA) for operation of the Oregon Reform Demonstration (Oregon Health Plan Medicaid Demonstration Project), including all special terms and conditions and waivers.
  - (2) The Federal Medicaid Act and its implementing regulations, except as waived by HCFA for the Oregon Health Plan Medicaid Demonstration Project.
  - (3) The Oregon Revised Statutes concerning the Oregon Health Plan and Oregon Administrative Rules promulgated by OMAP to implement the Oregon Health Plan program.
  - (4) Other applicable Oregon statutes and DHR administrative rules concerning the Medical Assistance Program under prepaid capitated plans.
- B. If Contractor believes that any provision of this Agreement, or OMAP's interpretation thereof, is in conflict with federal or state statutes or regulations, Contractor shall notify OMAP immediately.
- C. Contractor shall have a right to appeal any OMAP actions or decisions concerning the interpretation of this Agreement, or Contractor's responsibilities thereunder, pursuant to OAR 410-120-780 through 410-120-1060.

## 2. PREPAID HEALTH PLAN ADMINISTRATIVE RULES

Contractor shall comply with all duly promulgated OMAP Rules in OAR Chapter 410, including those rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141, whether in effect at the time this Agreement is signed or adopted or amended during the term of this Agreement.

Contractor shall comply with OAR 410-120-040, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.650, Patient Self-Determination Act. Contractor shall use Oregon Department of Consumer and Business Services approved forms to record compliance with this requirement.

Contractor shall comply with OAR 410-130-580, Sterilizations, which requires use of federally approved consent to sterilization forms and procedures. Contractor shall make available all required forms and documentation upon request by OMAP.

Contractor shall comply with OAR 410-130-561, Hysterectomies, which requires physician certification that certain procedures have been followed. Contractor shall make available all required certifications and documentation upon request by OMAP.

### 3. IDENTIFICATION CARDS

Contractor may issue identification cards to OMAP Members, if mutually agreed in writing by OMAP and Contractor. Such identification cards shall be for Contractor's convenience only and shall confer 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 an OMAP Member and be entitled to a valid OMAP Medical Card.

### 4. ENROLLMENT/DISENROLLMENT

- A. Enrollment is the process by which the Department of Human Resources (DHR) signs on with a particular contractor those individuals who have been determined to be eligible for services under the Oregon Health Plan Medicaid Demonstration Project. DHR shall sign on such individuals with the contractor selected by the individual unless, pursuant to OAR 410-141-060, DHR assigns the person to a contractor because the individual failed to select a contractor. Contractor shall have an open enrollment period at all times, during which Contractor shall accept, without restriction, all eligible individuals in the order in which they apply and are signed on by DHR, unless OMAP and Contractor have jointly closed enrollment with Contractor because Contractor's maximum enrollment limit has been reached.

Contractor shall have not less than 30 continuous days of open enrollment every Agreement Year regardless of Contractor's maximum enrollment limit specified in Part I, Section 1, Status of Contractor, and Contractor's actual enrollment.

Contractor may not discriminate in coverage or enrollment against any eligible individual on the basis of health status or need for health services. Contractor shall allow each OMAP Member to choose his or her individual primary care practitioner to the extent possible and appropriate.

- B. An individual becomes an OMAP Member for purposes of this Agreement as of the date of enrollment with Contractor, and as of that date, Contractor shall provide all services to such individual as required by the terms of this Agreement. If Contractor reaches Contractor's maximum enrollment limit, Contractor shall so notify OMAP so that OMAP may limit or restrict further enrollment with Contractor.
- C. The date of enrollment with Contractor shall be the first of the month in which the individual is signed on by DHR with Contractor, except:

- (1) For newborns, whose mother was signed on at the time of birth, the date of enrollment shall be the newborn's date of birth.
- (2) For persons other than newborns who are hospitalized on the date the individual is signed on by DHR with Contractor, the date of enrollment shall be the first of the month after the date the individual is discharged from inpatient hospital services.
- (3) For persons who are reenrolled within 30 days of disenrollment, the date of enrollment shall be the date specified by OMAP which may be retroactive to the date of disenrollment.
- (4) For adopted children or children placed in an adoptive placement, the date of enrollment shall be the date specified by OMAP.

D. Disenrollment

An individual is no longer an OMAP Member for purposes of this Agreement as of the effective date of the individual's disenrollment from Contractor, and as of that date, Contractor is no longer required to provide services to such individual by the terms of this Agreement.

An OMAP Member may be disenrolled from Contractor as follows:

- (1) If requested by the OMAP Member, DHR may disenroll the OMAP Member in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. The effective date of disenrollment when requested by an OMAP Member shall be the first of the month following DHR's approval of disenrollment.
- (2) If requested by Contractor because the OMAP Member refuses to accept treatment, refuses to follow guidelines, is unruly or abusive to others, threatens or commits an act of physical violence, or has permitted the use of his or her OMAP Medical Card by another person, or used another person's Medical Card or otherwise misused the Oregon Health Plan Medicaid Demonstration Project, DHR may disenroll the OMAP Member and other individuals in the OMAP Member's benefit group in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. Contractor shall not request disenrollment of an OMAP Member because of an adverse change in the OMAP Member's health. The effective date of disenrollment when requested by Contractor shall be the date specified by OMAP, subject to any appeal by the OMAP Member.
- (3) If requested by Contractor, in accordance with OAR 410-141-080, Oregon Health Plan Disenrollment from Prepaid Health Plans, because the OMAP Member is abusive to others or threatens or commits an act of physical violence

and OMAP approves the request for disenrollment, all OMAP Members of the enrolled Benefit Group, as defined in OAR 461-110-110, may be disenrolled. The effective date of disenrollment shall be the date of Contractor's request for disenrollment, subject to any appeal by the OMAP Member.

- (4) If OMAP determines that the OMAP Member has sufficient Third Party Resources such that health care and services should be provided on a fee-for-service basis instead of on a prepaid capitated basis, DHR may disenroll the OMAP Member. The effective date of disenrollment shall be specified by OMAP and shall be the first of the month after OMAP determines the OMAP Member should be disenrolled except that OMAP may specify a retroactive effective date of disenrollment if the OMAP Member's third party coverage is through Contractor.
- (5) If the OMAP Member has exhausted Contractor's nursing facility benefit, the effective date of disenrollment shall be the day after the nursing facility benefit is exhausted, which may be retroactive.
- (6) If the OMAP Member moves out of Contractor's Service Area(s), the effective date of disenrollment shall be the date specified by OMAP, which may be retroactive up to one month prior to the month OMAP notifies Contractor.
- (7) If the OMAP Member is no longer eligible under the Oregon Health Plan Medicaid Demonstration Project, the effective date of disenrollment shall be the date specified by OMAP.
- (8) If the OMAP Member dies, the effective date of disenrollment shall be the date of death.

If DHR disenrolls an OMAP Member retroactively, any Capitation Payments received by Contractor after the effective date of disenrollment shall be an overpayment, which may be offset by any fee-for-service payments to which Contractor would be entitled under OMAP Rules for any Covered Services provided by Contractor to that OMAP Member after the effective date of disenrollment.

## **5. THIRD PARTY RESOURCES**

- A. Contractor shall notify OMAP within 30 calendar days from the time that Contractor learns that an OMAP Member may have Third Party Resources or other resources for medical benefits or reimbursement of health care or services, including any legally liable third party or liability insurance. This notification shall include the name and address of the resource and any other identifying information available to Contractor, such as the OMAP Member's policy number, dates of coverage, etc.
- B. Contractor may require OMAP Members to cooperate in securing Third Party Resources other than liability insurance, and, to the extent permitted by law, Contractor shall, when

cost effective, collect such resources without regard to any payments received by Contractor under this Agreement. Contractor's collection of Third Party Resources is taken into consideration by OMAP in determining the Gross Capitation Rate.

- C. Contractor shall be responsible for maintaining records in such a manner so as to ensure that all monies collected from Third Party Resources on behalf of OMAP Members may be identified and reported to OMAP. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement.

## 6. SUBCONTRACTS/ASSIGNMENTS

- A. Subject to the provisions of this section, Contractor may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit Contractor's legal responsibility to OMAP for the timely and effective performance of its duties and responsibilities under this Agreement.
- B. Contractor shall not enter into any subcontract for performance of any work under this Agreement, or assign or transfer any of its interest in this Agreement or any claims arising therefrom, without OMAP's prior written approval, and subject to such conditions and limitations as OMAP may, in its sole discretion, deem necessary. OMAP may, in its sole discretion, approve model subcontracts provided by Contractor, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent. All subcontracts must meet the following requirements:
  - (1) Be in writing and incorporate the applicable requirements of this Agreement, including but not limited to those requirements in Part I, Section 7 and Part II, Sections 7 and 20.
  - (2) Clearly identify the work to be performed by the subcontractor and which of that work, if any, the subcontractor may further subcontract.
  - (3) In no way limit or terminate the legal responsibility of Contractor to OMAP to ensure that all work under this Agreement is properly carried out.
  - (4) Ensure that the requirements of 42 CFR Part 434 that are appropriate to the services or activity delegated under the subcontract are fulfilled.
  - (5) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP or any OMAP Member for covered services provided during the period for which Capitation Payments were made by OMAP, even if Contractor becomes insolvent.
- C. Unless OMAP waives this requirement in writing upon a showing that such agreements are not feasible, Contractor shall enter into agreements with publicly funded agencies for those agencies to provide the following services to OMAP Members:

- (1) Immunizations;
- (2) Diagnosis and treatment of sexually transmitted diseases; and
- (3) Diagnosis and treatment of other communicable diseases.

All agreements negotiated between Contractor and publicly funded providers shall be subject to OMAP approval.

## **7. ACCESS TO RECORDS AND FACILITIES**

- A. Contractor and its subcontractors shall maintain financial, medical and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records other than medical records shall be retained by Contractor for at 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. Retention of medical records is covered in OAR 410-141-180, Medical Recordkeeping.
- B. At all reasonable times, Contractor and its subcontractors shall provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement and the capacity of Contractor to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.
- C. Subject to the requirements of 42 CFR Part 431, Subpart F, Contractor and its subcontractors shall not use, release or disclose any information concerning an OMAP Member for any purpose not directly connected with the administration of OMAP's or Contractor's responsibilities under this Agreement or under Title XIX of the Social Security Act, except on written consent of the OMAP Member, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian. Contractor shall ensure that its agents, employees, officers and subcontractors with access to OMAP Member records understand and comply with this confidentiality provision.
- D. Contractor shall include the provisions of this section in all subcontracts and ensure that its subcontractors fully comply with these requirements.

## 8. PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION

- A. Contractor shall ensure that all persons and entities performing services under this Agreement obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300, may impose lesser limitations, Contractor shall ensure coverage of not less than the amount of \$500,000 per person per incident and \$1,000,000 in the aggregate either through a binder issued by an insurance carrier or by Contractor's self insurance with proof of same to be provided OMAP upon request.
- B. Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs (OMAP) and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, agents or employees under this Agreement. To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, the State shall indemnify, within the limits of the Tort Claims Act, Contractor against liability for damage to life or property arising from OMAP's activities under this Agreement, provided the State shall not be required to indemnify Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor or its subcontractors.

## 9. MARKETING

Contractor shall obtain prior written approval from OMAP for all marketing activities directed to OMAP Recipients. Contractor shall provide to OMAP, for approval prior to use, the form and content of all written materials, including but not limited to public information releases and other informational material, pertaining to this Agreement. Contractor shall cooperate in developing a comprehensive explanation of the services available from Contractor under this Agreement.

Contractor shall ensure that OMAP Recipients are not intentionally misled about their options by Contractor staff, activities, or materials.

## 10. OWNERSHIP

Contractor shall notify OMAP of any changes in the ownership of Contractor and provide OMAP with the name(s) and address(es) of all owners of more than 5 percent of Contractor.

## 11. AMENDMENTS

Except as specifically permitted by this Agreement, the terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be

effective only when reduced to writing, signed by the parties and signed by the Oregon Department of Justice as approved for legal sufficiency.

## 12. TERMINATION

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

- (1) This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days written notice.

If termination is initiated by Contractor, OMAP has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Contractor shall promptly provide such disclosure to OMAP upon demand.

- (2) OMAP may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by OMAP, under any of the following conditions:

- (a) If OMAP funding from federal, state or other sources is not obtained, or is withdrawn, reduced or limited, or if OMAP expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required by this Agreement.
- (b) If federal or state regulations or guidelines or HCFA waiver terms are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments under this Agreement.
- (c) If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (d) If OMAP determines that the health or welfare of OMAP Members is in jeopardy should this Agreement continue.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except that Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from Contractor's failure to provide for termination of, or right to terminate, its commitments.

- (3) OMAP may by written notice of default (including breach of contract) to Contractor terminate the whole or any part of this Agreement under the following conditions:



- (a) If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof, or
- (b) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failure within 10 days, or such longer period as OMAP may authorize.

B. In the event of termination of this Agreement, the following provisions apply:

- (1) Contractor shall ensure the orderly and reasonable transfer of OMAP Member care in progress, whether or not those OMAP Members are hospitalized.
- (2) If Contractor continues to provide services to a former OMAP Member after the date of termination, OMAP shall pay Contractor subject to OMAP rules on a fee-for-service basis if the former OMAP Member is an OMAP Recipient and not covered under any other OMAP prepaid plan. If Contractor chooses to provide services to a former OMAP Member who is no longer an OMAP Recipient, OMAP shall have no responsibility to pay for such services.
- (3) All terminations shall include a final accounting of Capitation Payments received and OMAP Members enrolled during the month in which termination is effective and shall be accomplished as follows:
  - (a) Mid-month Termination. For a termination of this Agreement which occurs during mid-month, the Capitation Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Payments 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.
  - (b) Responsibility for Claims. Contractor is responsible for any and all claims from subcontractors or other providers, including Emergency Service providers, for Capitated Services provided prior to the termination date. Contractor shall promptly notify OMAP of any outstanding claims for which OMAP may owe, or be liable for, a fee-for-service payment, which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. Contractor shall supply OMAP with all information necessary for reimbursement of such claims.

### 13. NON-DISCRIMINATION

Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all amendments to those acts and all regulations

promulgated thereunder. Contractor shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules.

**14. FUNDS AVAILABLE AND AUTHORIZED**

OMAP certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OMAP's current appropriation or limitation. However, continuation of this Agreement, or any extension, after the end of the biennium in which this Agreement is signed, is contingent upon OMAP receiving sufficient appropriations, limitations, or other expenditure authority to make payments as required under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, OMAP may terminate this Agreement effective upon written notice to Contractor with no further liability to Contractor.

**15. DUAL PAYMENT**

Except as specifically permitted by the Agreement, Contractor shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source including the federal government. Contractor shall immediately report any funds received by Contractor through activities arising under this Agreement.

**16. TORT CLAIMS**

Contractor and its subcontractors, employees, and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. It is understood, however, that if Contractor subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent contractor of OMAP but may be subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

**17. GOVERNMENT STATUS**

Contractor certifies that it is not currently employed by the federal government to provide the work covered by this Agreement. Contractor certifies that Contractor is not an employee of the State of Oregon or of any government agency that participates in the Oregon Public Employees' Retirement System. Contractor shall be responsible for any federal or state taxes applicable to payments made under this Agreement. Contractor shall not be eligible for any benefits from contract payments of federal Social Security, unemployment insurance, workers' compensation, or Public Employees' Retirement System, except as a self-employed individual.

**18. WORKER'S COMPENSATION COVERAGE**

Contractor, its subcontractors, if any, and all employers working under this Agreement

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.

19. **SUCCESSORS IN INTEREST**

The provisions of this Agreement shall not be binding upon or inure to the benefit of Contractor's successors in interest without OMAP's explicit written consent.

20. **MISCELLANEOUS FEDERAL REQUIREMENTS**

- A. If the sums payable to Contractor or its subcontractors under this Agreement exceed \$100,000, Contractor or its subcontractors shall comply 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 (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 US EPA Assistant Administrator for Enforcement (EN-329).
- B. Contractor and its subcontractors shall comply with any applicable mandatory 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).
- C. If the sums payable to Contractor or its subcontractors exceed \$10,000, Contractor, or its subcontractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- D. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:  
  
All laboratory testing sites providing services under this contract shall 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.
- E. Contractor shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.
- F. Contractor shall comply with all other applicable federal law.

- G. Contractor shall include the provisions of subsections A - C and F of this section in all subcontracts. Contractor shall include subsection D in applicable subcontracts.
- H. If Contractor lets any subcontracts, Contractor shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

## 21. COMPLIANCE WITH STATE LAWS

Contractor shall comply with the conditions set out in all state and local 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.

- A. 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:
- (1) 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.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - (3) 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.
  - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. 279.314 Condition concerning payment of claims by public officers.
- (1) 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.

- (2) 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.

C. 279.316 Condition concerning hours of labor.

- (1) 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.
- (2) 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.
- (3) This Agreement is a personal services contract as defined in ORS 279.051 and OAR 125-310-092.

D. 279.320 Condition concerning payment for medical care and providing workers' compensation.

- (1) 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 monies 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.
- (2) 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.

E. As required by ORS 279.555, in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.

F. Notwithstanding any other provisions of this Agreement, including without limitation Part I, sections 5 and 7; Part II, section 8, and Exhibits C and D, Contractor's liability

under this Agreement is subject to the limitations of Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300. However, Contractor shall exercise its best efforts in maintaining adequate reserves (including, if necessary, reserves in excess of the amount specified in Exhibit A), obtaining appropriate loss and liability insurance and seeking any necessary funding or spending authorization so as to prevent its responsibilities under this Agreement from becoming a debt or a pledge of credit in violation of the provisions of Article XI, section 10 of the Oregon Constitution. In the event that Contractor anticipates or determines that its responsibilities under this Agreement may or will violate Article XI, section 10 of the Oregon Constitution, Contractor shall immediately notify OMAP, and OMAP may, in its sole discretion, terminate this Agreement upon notice to Contractor or at some later date specified in the notice.

## 22. **FORCE MAJEURE**

Contractor shall not be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving Contractor, care may be deferred until after resolution of the labor dispute except in the following situations:

- (1) Care is needed for an emergency need.
- (2) Care is needed for an urgent need.
- (3) Care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than 60 days.

If a labor dispute disrupts normal execution of Contractor duties under this Agreement, Contractor shall notify OMAP Members in writing of the situation and direct OMAP Members to bring serious health care needs to Contractor's attention.

## 23. **HEADINGS/CAPTIONS**

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.

## 24. **CONTROLLING STATE LAW/VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried

in Marion County, Oregon.

25. **SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

26. **WAIVER**

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

27. **NOTICES**

Any notice under this Agreement shall be deemed received 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:

To the address listed in the section of the Agreement captioned Contractor Information.

If to an OMAP Member:

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

If to OMAP:

OMAP Director  
Dept. of Human Resources  
500 Summer St. N.E.  
Salem, Oregon 97310-1014

28. **DEFINITIONS**

The terms in this Agreement have the same definitions as those terms in OAR 410-120-000 and OAR 410-141-000, except as follows:

- (1) **Agreement Year:** The period of time this Agreement is in effect.
- (2) **Ancillary Services:** Those services not identified by a condition/treatment pair on

the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, but Medically Appropriate to support a service that is identified by a condition/treatment pair on the list. Ancillary Services are identified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services.

- (3) **Capitated Services:** Those Covered Services included in the categories of medical services that Contractor agrees to provide (see below for definition of "Provide") for a Capitation Payment under this Agreement (see Part I, Section 3A(1) of this Agreement).
- (4) **Capitation Payment:** The amount OMAP pays on a per Member per month basis to Contractor in advance of and as payment for the Member's actual receipt of services.
- (5) **Covered Services:** Those services described in Part I, Section 4, of this Agreement.
- (6) **Dental:**
  - (a) Services necessary to treat the condition(s) and provide the treatment(s) defined as covered under the OHP Benefit Package that are within the scope of practice of a dentist or denturist as defined under State Law, and provided by or under the supervision of a dentist.
  - (b) Dental services are subject to parameters of service limitations, if any, specified in the OHP Dental/Denturist Services provider guide.
  - (c) Dental services include those codes used by the actuary to develop the Dental Services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (7) **Department of Human Resources (DHR):** The Oregon Department of Human Resources or any of its divisions or offices.
- (8) **DME and Medical Supplies:**
  - (a) Durable Medical Equipment (DME) is equipment that can stand repeated use and is primarily and customarily used to serve a medical purpose. Examples include wheelchairs, respirators, crutches, and custom built orthopedic braces.
  - (b) Medical Supplies are non-reusable items used in the treatment of illness or injury.



- (c) DME and Medical Supplies are subject to parameters of service limitations, if any, specified in the Durable Medical Equipment and Medical Supplies provider guide.
  - (d) DME and Medical Supplies include those codes used by the actuary to develop the DME and Medical Supplies category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (9) **Emergency Services:** Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Contractor's obligation to pay for Emergency Services that are received from providers other than Contractor or its subcontractors, is limited by Part I, Section 3. F. of this Agreement.
- (10) **Enrollment Year:** A twelve-month period beginning the first day of the month of enrollment of the OMAP Member and, for any subsequent year(s) of continuous enrollment, that same day in each such year(s). The Enrollment Year of Members who reenroll within one calendar month of disenrollment shall be counted as if there were no break in enrollment.
- (11) **Hearing Aids, Batteries, Nonphysician Services:**
  - (a) Audiometric exams, fitting of hearing aids and other audiometric services provided by an audiologist. Equipment or supplies provided by a licensed audiologist or a certified hearing aid dealer.
  - (b) Hearing Aids, Batteries, Nonphysician Services are subject to parameters of service limitations, if any, specified in the Speech-Language Pathology, Audiology and Hearing Aid Services and the Durable Medical Equipment and Medical Supplies provider guides.
  - (c) Hearing Aids, Batteries, Nonphysician Services include those codes used by the actuary to develop the Hearing Aids, Batteries, Nonphysician Services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (12) **Home Health/Private Duty Nursing:**
  - (a) Items and services furnished to an individual by a Home Health Agency (See OAR 410-120-1100, OMAP General Rules, Definitions) and/or a Private Duty Nurse (See OAR 410-120-1100, OMAP General Rules, Definitions) that are ancillary services to a condition/treatment pair that is covered under the

Oregon Health Plan Medicaid Demonstration Project.

- (b) Home Health/Private Duty Nursing services are subject to the parameters of service limitations, if any, specified in the Private Duty Nursing and Home Health Care provider guides.
  - (c) Home Health/Private Duty Nursing services include those codes used by the actuary to develop the Home Health/Private Duty Nursing services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (13) **Inpatient Hospital Services:** Services received in a hospital setting:
- (a) Where the client is an inpatient, as defined in the Hospital Services provider guide,
  - (b) Which are within the parameters of service limitations, if any, except that the Oregon Health Plan client is entitled to all Medically Appropriate inpatient hospital days of service, specified in the Hospital Services provider guide, and
  - (c) Which are ancillary to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis.
- (14) **Inpatient Hospital - Acute Care Hospital Mental Health:** Are those services provided in an acute care hospital inpatient setting that are:
- (a) To provide care that is associated with a mental health or chemical dependency (including alcohol) condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis, and
  - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (15) **Inpatient Hospital - Basic:** Are those services provided in an inpatient hospital setting that include those codes used by the actuary to develop this service category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (16) **Inpatient Hospital - Extended Care:** Are those services provided in a skilled nursing facility setting that are:
- (a) Subject to parameters of service limitations, if any, specified in the Nursing Facilities provider guide, and
  - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (17) **Inpatient Hospital - Family Planning:** Are those family planning services provided in an inpatient hospital setting that are:
- (a) Subject to parameters of service limitations, if any, except hospital days, on family planning services in the Hospital and Medical Surgical Services provider guides, and
  - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (18) **Inpatient Hospital - Maternity, Newborn & Neonatal ICU:** Are those maternity, newborn and neonatal ICU services provided in an inpatient hospital setting that are:
- (a) Subject to parameters of service limitations, if any, except hospital days, on maternity, newborn and neonatal ICU services specified in the Hospital and Medical Surgical Services provider guides, and
  - (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (19) **Inpatient Hospital - Therapeutic Abortion:** Are those therapeutic abortion services provided in an inpatient hospital setting that are:
- (a) Subject to parameters of service limitations, if any, except hospital days, on therapeutic abortion services specified in the Hospital and Medical Surgical

Services provider guides, and

- (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (20) **Mandatory Services:** Mandatory Services are: Physician - Basic, Physician - Maternity, Physician - Somatic Chemical Dependency, Physician - Somatic Mental Health, Outpatient Hospital - Basic, Outpatient Hospital - Maternity, Outpatient Hospital - Somatic Chemical Dependency, Outpatient Hospital - Somatic Mental Health, Prescription Drugs - Basic, Inpatient Hospital - Basic, Inpatient Hospital - Extended Care, Inpatient Hospital - Maternity, Newborn & Neonatal ICU, DME & Medical Supplies, Home Health/Private Duty Nursing, PT/OT - Nonphysician, Speech-Language Pathology -Nonphysician, and Transportation - Ambulance.
- (21) **Maternity Management :** Are those services that are:
- (a) Ancillary to maternity services that are a covered condition/treatment pair under the Oregon Health Plan,
  - (b) An expansion of the traditional medical prenatal services to include non-medical services which address social, economic and nutritional factors,
  - (c) Subject to parameters of service limitations, if any, specified in the Medical Surgical Services provider guide, and
  - (d) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (22) **Medical Card:** The identification card issued by OMAP upon determination of eligibility for Medical Assistance, specifying the managed care plan or practitioner with which the recipient is enrolled.
- (23) **Medically Appropriate:** Services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:
- (a) Consistent with the symptoms of a medical condition or treatment of a medical condition;
  - (b) Appropriate with regard to standards of good medical practice and generally

recognized by the medical scientific community as effective;

- (c) Not solely for the convenience of an OMAP Member or a provider of the service or medical supplies; and
  - (d) The most effective of the alternative levels of service or medical supplies which can be safely provided an OMAP Member in Contractor's judgment.
- (24) **OMAP Member:** An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT.
- (25) **OMAP Recipient:** Any person properly receiving benefits under one or more of the medical assistance programs administered by OMAP. For purposes of this Agreement all OMAP Recipients must be eligible for services under the Oregon Health Plan Medicaid Demonstration Project.
- (26) **OMAP Rules:** Those administrative rules duly promulgated by OMAP under OAR Chapter 410. OMAP Rules are available in the General Rules and Provider Guides published by OMAP.
- (27) **Outpatient Hospital Services:** Services received in an outpatient hospital or ambulatory surgical center setting where:
- (a) The Outpatient Hospital Services are ancillary to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis,
  - (b) The Oregon Health Plan client is not admitted to the facility as an inpatient, and
  - (c) Are subject to parameters of service limitations, if any, specified in the Hospital Services and the Ambulatory Surgical Services provider guides.
- (28) **Outpatient Hospital - Basic:** Are all Outpatient Hospital Services that are:
- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (29) **Outpatient Hospital - Family Planning:** Are those family planning services provided in an outpatient hospital or ambulatory surgical center setting that are:
- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1,

1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (30) **Outpatient Hospital - Maternity:** Are those maternity and newborn services provided in an outpatient hospital or ambulatory surgical center setting that are:
- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (31) **Outpatient Hospital - Somatic Chemical Dependency:** Are those somatic chemical dependency services provided in an outpatient hospital or ambulatory surgical center setting that are:
- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (32) **Outpatient Hospital - Somatic Mental Health:** Are those somatic mental health services provided in an outpatient hospital or ambulatory surgical center setting that are:
- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (33) **Outpatient Hospital - Therapeutic Abortion:** Are those therapeutic abortion services provided in an outpatient hospital or ambulatory surgical center setting that are:
- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual,

actuarially determined, trend factors during that period.

(34) **Physician Services:** Are:

- (a) Services, including Emergency Services and preventive care services, provided within the scope of practice as defined under State Law, by or under the personal supervision of an allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner, as described in the applicable provider guides. Physician Services include the professional and technical components of laboratory and X-ray services when not in an inpatient or an outpatient hospital setting,
- (b) Provided for a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis, and
- (c) Subject to parameters of service limitations, if any, specified in the applicable provider guides.

(35) **Physician - Basic:** Are Physician Services that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(36) **Physician - Family Planning:** Are those family planning services that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(37) **Physician - Maternity:** Are those maternity and newborn services that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(38) **Physician - Somatic Chemical Dependency:** Are those somatic chemical

dependency services that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(39) **Physician - Somatic Mental Health:** Are those somatic mental health services that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(40) **Physician - Therapeutic Abortion:** Are those therapeutic abortion services that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which, were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(41) **Prescription Drugs:** Are:

- (a) Services and pharmaceuticals provided upon a practitioner's prescription order,
- (b) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan Medicaid Demonstration Project or are necessary for diagnosis,
- (c) Provided by a pharmacy that is not dispensing the service and pharmaceutical as an incurred cost in an inpatient hospital admission, and
- (d) Subject to parameters of service limitations, if any, specified in the Pharmacy Services provider guide or are provided by a Prepaid Health Plan as medically indicated.

(42) **Prescription Drugs - Basic:** Are those Prescription Drugs that are:

- (a) Other than those prescribed for family planning or mental health and chemical



dependency, and

- (b) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(43) **Prescription Drugs - Family Planning:** Are those family planning drugs that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(44) **Prescription Drugs - Mental Health and Chemical Dependency:** Are those mental health and chemical dependency drugs that are:

- (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(45) **Provide:** To furnish directly, or authorize and pay for the furnishing of, a Covered Service to an OMAP Member.

(46) **PT/OT - Nonphysician:** Are those physical therapy and occupational therapy services that are:

- (a) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis,
- (b) Provided by, or under the direct supervision of, a licensed physical therapist or occupational therapist,
- (c) Subject to parameters of service limitations, if any, specified in the PT/OT provider guide,
- (d) Not provided in an outpatient hospital setting, and
- (e) Those codes listed in the "Oregon Health Plan Service Categories for Per

Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(47) **Speech-Language Pathology - Nonphysician:** Are those speech-language pathology services that are:

- (a) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan or are necessary for diagnosis,
- (b) Provided by, or under the direct supervision of, a licensed speech-language pathology therapist,
- (c) Subject to parameters of service limitations, if any, specified in the Speech-Language Pathology provider guide,
- (d) Not provided in an outpatient hospital setting, and
- (e) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

(48) **Third Party Resources:** Those payments, benefits or resources available from certain categories of resources, including but not limited to the following:

- (a) Under a federal or state worker's compensation law or plan;
- (b) For items or services furnished by reason of membership in a prepayment plan;
- (c) For items or services provided or paid for directly or indirectly by a health insurance plan;
- (d) For items or services provided or paid for directly or indirectly as health benefits from a governmental entity, such as:
  - (A) Veteran's Administration;
  - (B) Armed Forces Retirees and Dependent Act (CHAMPVA);
  - (C) Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS); and
  - (D) Medicare Parts A and B

- (e) To OMAP members who are eligible for services under another state's Title XIX or state-funded Medical Assistance program; or
  - (f) Through other community resources.
- (49) **Transportation Services:** Are medical Transportation Services that are:
  - (a) Ancillary services to a condition/treatment pair that is covered under the Oregon Health Plan or necessary for diagnosis, and
  - (b) Subject to parameters of service limitations, if any, specified in the Medical Transportation Services provider guide.
- (50) **Transportation - Ambulance:** Are those emergency and nonemergency ambulance Transportation Services that are:
  - (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (51) **Transportation - Other:** Are those nonambulance related Transportation Services and covered food and lodging services that are:
  - (a) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.
- (52) **Triage Services:** Those services necessary to assess an OMAP Member's condition and to direct the OMAP Member to the most appropriate setting for Medically Appropriate care.
- (53) **Urgent Services:** Covered Services required in order to prevent a serious deterioration of an OMAP Member's health that results from an unforeseen illness or an injury. Services that can be foreseen are not considered Urgent Services.
- (54) **Vision Exams, Therapy, Materials:** Are those vision services that are:
  - (a) Either defined by or are ancillary to a condition/treatment pair that is covered under the Oregon Health Plan or necessary for diagnosis,

- (b) Subject to parameters of service limitations, if any, specified in the Visual Services and Medical Surgical provider guides, and
- (c) Those codes listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which were used by the actuary to develop this service category for capitation rates and any additional codes consistent with the methodology used to calculate the annual, actuarially determined, trend factors during that period.

## EXHIBIT A

## Solvency Plan and Financial Reporting

Contractor's financial solvency assurances for OMAP under this Agreement are specified below. Contractor shall provide assurance of solvency through maintenance of the restricted reserve fund specified in subsection 1., below. Contractor shall provide catastrophic expense information and service utilization information specified in subsections 2. and 3., below, as additional solvency assurance information. Contractor shall provide ongoing financial information for OMAP on a quarterly and yearly basis as specified in subsections 4. and 5., below.

1. Contractor shall establish and maintain a restricted reserve fund in the amount of \$250,000.

Contractor shall provide evidence of compliance with this subsection to OMAP within 60 days of the end of each report quarter.

2. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, Contractor shall provide information on catastrophic expenses of OMAP Members on a quarterly basis. This information shall be provided in the format of "Report A1. OMAP Members Approaching or Surpassing Stop-Loss Deductible" attached to this EXHIBIT. This information shall be sent to OMAP within 60 days of the end of the report quarter. Contractor, in an accompanying narrative, shall document:
  - a. Significant trends in catastrophic expenses (e.g., increased incidence in neonatal expenses), and
  - b. The numbers of OMAP Members reported in fields 1., 2., and 3., respectively, whose Enrollment Year has ended during the quarter.
3. Contractor shall provide the utilization and enrollment information, in the format specified, that is identified in reports A2. through A5., attached to this EXHIBIT, on a quarterly basis within 60 days of the end of the quarter.
4. Contractor shall provide an annual audited statement of financial information, to include information specified in reports A6. and A7., attached to this EXHIBIT, within six months of the end of each calendar year(s) that this Agreement is in effect. The information shall reflect Contractor's total corporate financial information, including, but not limited to, Contractor's Oregon Health Plan business resulting from this Agreement. The first report shall cover the period January 1, 1994 through December 31, 1994.

Contractor may provide this information by submitting audited reports #1 through #4 of the current National Association of Insurance Commissioners (NAIC) "Annual Statement

for Health Maintenance Organizations". Contractor shall use the current NAIC "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested. Contractor may elect to provide the information specified, and in the format specified, in audited reports A6. and A7. using the current NAIC Instructions.

5. Contractor shall provide quarterly statements of financial information, specified in A8. through A10., attached to this EXHIBIT, within 60 days of the end of each quarter during the calendar year(s) that this Agreement is in effect. The information shall reflect Contractor's financial information that is limited to Contractor's Oregon Health Plan business resulting from this Agreement. Contractor shall provide total corporate information in addition to Oregon Health Plan business information. Financial information that is typically computed on a total corporate basis only, such as the value of facilities and investments, shall be apportioned to reflect the proportion of corporate business that is reflected by total OMAP Member Capitation Payments during the quarter. The first report shall cover the period February 1, 1994 through March 31, 1994.

Contractor may provide this information by submitting reports #1 through #4 of the current National Association of Insurance Commissioners (NAIC) "Annual Statement for Health Maintenance Organizations" for quarterly information. Contractor shall use the current NAIC "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested. Contractor may elect to provide the information specified, and in the format specified, in reports A8. through A10., attached to this EXHIBIT, using the current NAIC Instructions.

6. All information to be reported by Contractor under the requirements of this EXHIBIT shall be sent to:

Quantitative Analysis & Rates Group  
Managed Health Care Unit  
Office of Medical Assistance Programs  
500 Summer Street N.E.  
Salem, OR 97310-1014

**Report A1.      OMAP Members Approaching or Surpassing Stop-Loss Deductible**

**FCHP/PCO:  
Quarter/Year:**

	Previous Quarter	Report Quarter
1. # of OMAP Members within 20% of stop-loss deductible		
2. # of OMAP Members surpassing stop-loss deductible		
3. # of OMAP Members with costs greater than \$100,000		

**Report A2. Oregon Health Plan Utilization Overview****FCHP/PCO:****Quarter/Year:****Total OHP Member Months:**

	Raw Frequency	Estimated Rate per 1000 OMAP Members Per Year	Raw Cost	Per Capita Cost
Incurring Inpatient Days:				
1. Maternity-Mother				
2. Maternity-Newborn				
a. Neonatal ICU				
b. Other				
3. Psychiatric				
4. Intensive Care Unit				
5. Med/Surg				
6. Type of Day Un- known				
7. All Other				
8. Total Inpatient Days				
9. Emergency Room Visits				
10. Physician Office Visits				
11. Dental Visits				
12. Prescription Drug Dispensings				



**Report A3. OHP Dental Service Utilization****FCHP/PCO/DCO:****Quarter/Year:**

	Raw Frequency	Percent of Total*
1. # Quarter-End OMAP Members		
2. Total OMAP Member Months in Quarter		
3. # OMAP Members Eligible for Full Quarter		
4. Total # Unduplicated OMAP Members During Quarter		
5. Total OMAP Member Dental Visits		
6. # OMAP Members Receiving Preventive Services		
7. # OMAP Members Receiving Corrective Services		
8. # OMAP Members Receiving Preventive & Corrective Services		
9. # OMAP Members Receiving No Dental Services		

\* The denominator used to determine percentage for lines 6-9 is the raw frequency in line 4.

**Report A4. OHP Office Visit and Delivery Statistics****FCHP/PCO:****Quarter/Year:**

	Raw Frequency	Percent of Total*
1. # Quarter-End OMAP Members		
2. Total OMAP Member Months in Quarter		
3. # OMAP Members Eligible for Full Quarter		
4. Total # Unduplicated OMAP Members During Quarter		
5. Total OMAP Member Office Visits		
6. # OMAP Members Receiving Primary Care Services, Including Preventive Services		
7. # OMAP Members Receiving Specialist Services		
8. # OMAP Members Receiving Primary & Specialist Services		
9. # OMAP Members Receiving No Physician Services		
10. # OMAP Members Receiving Preventive Services		
a. Age <1 year		
b. Age 1 through 5		
c. Age 6 through 14		
d. Age 15 through 20		
e. Age 21 through 64		
f. Age unknown		
11. Deliveries:		
a. Normal		
b. C-Section		
c. Type Unknown		
d. Total Deliveries		

\* The denominator used to determine percentage for lines 6-10 is the raw frequency in line 4. To determine percentage for lines 11.a through 11.c, use the raw frequency in line 11.d.

**Report A5. Current Enrollment****FCHP/PCO/DCO:****Quarter/Year:**

	Report Quarter
1. # Members in Groups	
2. # Medicare Members	
3. # OMAP Members	
4. # Medicaid Clients Other than OMAP Members	
5. # Individual Members	
6. # Other Members	
7. Total	

**Report A6. Audited Yearly Balance Sheet of Corporate Totals****FCHP/PCO/DCO:****Year:**

	Corporate Total
<b>Current Assets:</b>	
1. Cash	
2. Short term investments	
3. Accounts receivable	
4. Amounts due from affiliates	
5. Prepaid expenses	
6. Other	
7. Total current assets (Items 1 through 6)	
<b>Other Assets:</b>	
8. Restricted reserve fund*	
9. Long-term investments	
10. Amounts due from affiliates	
11. Other	
12. Total other assets (Items 8 through 11)	
13. Property and equipment	
14. Total assets (Items 7, 12 and 13)	
<b>Current Liabilities:</b>	
15. Accounts payable	
16. Claims payable	
17. Unearned premiums	
18. Notes payable	
19. Amounts due to affiliates	
20. Other	
21. Total current liabilities (Items 15 through 20)	
<b>Other Liabilities:</b>	
22. Notes payable	
23. Amounts due to affiliates	
24. Other	
25. Total other liabilities (Items 22 through 24)	
26. Total liabilities (Items 21 and 25)	
<b>Stockholder's Equity:</b>	
27. Common stock	
28. Preferred stock	
29. Capital surplus	
30. Accumulated retained earnings	
31. Other	
32. Total stockholder's equity (Items 27 through 31)	
33. Total liabilities and stockholder's equity (Items 26 and 32)	

\* Your restricted reserve should be shown as an asset here and recorded as an "other liability" on line 24.

**Report A7. Audited Yearly Statement of Revenue, Expenses and Net Worth**

**FCHP/PCO/DCO:**

**Year:**

	Corporate Total
<b>Revenues:</b>	
1. Premiums	
2. Fee-For-Service	
3. Medicare	
4. Investment	
5. Other	
6. Total Revenues (Items 1 through 5)	
<b>Expenses:</b>	
<b>Medical and Hospital:</b>	
7. Physician Services	
8. Other Professional Services	
9. Outside Referrals	
10. Emergency Room and Out-of-Area	
11. Inpatient	
12. Incentive Pool and Withhold Adjustments	
13. Other	
14. Subtotal (Items 7 through 13)	
15. Reinsurance Expenses Net of Recoveries	
<b>Less:</b>	
16. Copayments	
17. COB and Subrogation	
18. Subtotal (Items 16 and 17)	
19. Total Medical and Hospital (Items 14 and 15 less 18)	
20. Medical Loss Ratio (Item 19/Item 6)	
<b>Administration:</b>	
21. Compensation	
22. Interest Expense	
23. Occupancy, Depreciation and Amortization	
24. Marketing	
25. Other	

**Report A7. (cont'd)****FCHP/PCO/DCO:****Year:**

	<b>Corporate Total</b>
26. Total Administration (Items 21 through 25)	
27. Administrative Expense Ratio (Item 26/Item 6)	
28. Total Expenses (Items 19 and 26)	
29. Income (Loss) (Item 6 less 28)	
30. Provision for Federal Income Taxes	
31. Net Income (Loss) (Item 29 less 30)	
<b>Net Worth:</b>	
32. Net Worth at Beginning of Year	
33. Net Worth at End of Year	

**Report A8. Quarterly Balance Sheet of Oregon Health Plan and Corporate Activity**

**FCHP/PCO/DCO:**  
**Quarter/Year:**

	<b>A</b> Oregon Health Plan	<b>B</b> Corporate Total
<b>Current Assets:</b>		
1. Cash		
2. Accounts receivable		
3. Other		
4. Total current assets (Items 1 through 3)		
<b>Other Assets:</b>		
5. Restricted reserve fund *		
6. Other		
7. Total other assets (Items 5 and 6)		
8. Total assets (Items 4 and 7)		
<b>Current Liabilities:</b>		
9. Accounts payable		
10. Claims payable		
11. Unearned premiums		
12. Other		
13. Total current liabilities (Items 9 through 12)		
<b>Other Liabilities:</b>		
14. Other liabilities		
15. Total liabilities (Items 13 and 14)		
<b>Stockholder's Equity:</b>		
16. Accumulated retained earnings		
17. Other		
18. Total stockholder's equity (Items 16 and 17)		
19. Total liabilities and stockholder's equity (Items 15 and 18)		

\* Your restricted reserve should be shown as an asset here and recorded as an "other liability" on line 14.

**Report A9. Quarterly Statement of Revenue, Expenses and Net Worth**

**FCHP/PCO/DCO:**

**Quarter/Year:**

	<b>A</b> Oregon Health Plan	<b>B</b> Corporate Total
<b>Revenues:</b>		
1. Premiums		
2. Fee-For-Service		
3. Medicare		
4. Investment		
5. Other		
6. Total Revenues (Items 1 through 5)		
<b>Expenses:</b>		
<b>Medical and Hospital:</b>		
7. Physician Services		
8. Other Professional Services		
9. Outside Referrals		
10. Emergency Room and Out-of-Area		
11. Inpatient (N/A for PCOs)		
12. Incentive Pool and Withhold Adjustments		
13. Other		
14. Subtotal (Items 7 through 13)		
15. Reinsurance Expenses Net of Recoveries		
<b>Less:</b>		
16. Copayments		
17. COB and Subrogation		
18. Subtotal (Items 16 and 17)		
19. Total Medical and Hospital (Items 14 and 15 less 18)		
20. Medical Loss Ratio (Item 19/Item 6)		
<b>Administration:</b>		
21. Compensation		
22. Interest Expense		
23. Occupancy, Depreciation and Amortization		
24. Marketing		
25. Other		



**Report A9. (cont'd)****FCHP/PCO/DCO:****Quarter/Year:**

	<b>A</b> <b>Oregon Health Plan</b>	<b>B</b> <b>Corporate Total</b>
26. Total Administration (Items 21 through 25)		
27. Administrative Expense Ratio (Item 26/Item 6)		
28. Total Expenses (Items 19 and 26)		
29. Income (Loss) (Item 6 less 28)		
30. Provision for Federal Income Taxes		
31. Net Income (Loss) (Item 29 less 30)		
<b>Net Worth:</b>		
32. Net Worth at Beginning of Quarter		
33. Net Worth at End of Quarter		

**Report A10.      Projected Cash Flow for Oregon Health Plan Line of  
Business for Next Four Quarters**

**FCHP/PCO/DCO:**

**Quarter/Year:**

	Current Quarter	2nd Quarter	3rd Quarter	4th Quarter
1. Beginning Balance				
2. Premiums				
3. Fee-For-Service				
4. Investments				
5. Other				
6. Total (Items 2 through 5)				
7. Claims Payable				
8. Accounts Payable				
9. Other				
10. Total (Items 7 through 9)				
11. Administrative Expenses				
12. Cash Flow from Operations				

## EXHIBIT B

## Calculation of Capitation Payments

1. The enabling legislation for the Oregon Health Plan requires that the Capitation Payments for the program be based on the "rate(s) necessary to cover the cost(s) of the services."
2. Adjusted Per Capita Costs Methodology
  - a. OMAP has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) necessary to cover the reasonable costs of the services to be provided under the program. A full description of the methodology used to calculate rates may be found in the Coopers & Lybrand document Oregon Health Plan Medicaid Demonstration Analysis of Federal Fiscal Year 1994 & 1995 Average Costs, dated April 19, 1993, which is by this reference incorporated herein, and the report titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements, for February 1994 through September 1995, dated September 13, 1993, which is by this reference incorporated herein.
  - b. Per capita costs were derived as follows:
    - (1) Data on claims experience with commercially insured populations in Oregon and on charges for Medicaid recipients in Oregon was collected.
    - (2) This data was adjusted to reflect the way services are identified in the prioritized list of services.
    - (3) Adjustments were made to derive estimates of the costs of the services, taking into account resource-based relative value scale (RBRVS) factors for Oregon in physician services categories, hospital cost reports for inpatient and outpatient services and other actuarially determined factors.
  - c. The per capita costs were then adjusted in order to take into account differences in utilization and cost for each of the four OHP eligibility categories. The four OHP eligibility categories are defined as follows:
    - (1) OHP Eligibles are all OHP recipients with income under 100 percent of the Federal Poverty Level (FPL), except General Assistance Recipients.
    - (2) PLM (Poverty Level Medical) Adults are OHP recipients who are pregnant women with income between 100 percent and 133 percent of the Federal Poverty Level.

- (3) PLM Children are OHP recipients who are less than six years of age with income between 100 percent and 133 percent of the Federal Poverty Level.
- (4) GA (General Assistance) Recipients are OHP recipients who are eligible by virtue of their eligibility under the Oregon General Assistance program, ORS 411.710 et seq.
- d. A geographic area factor was applied to the per capita costs for each eligibility category in order to take into account geographic differences in the provision of services in each of the five service areas of the state. These five service areas are:
  - (1) Tri-county (Clackamas, Washington and Multnomah counties);
  - (2) Linn, Benton, Marion, Polk and Yamhill counties;
  - (3) Lane County;
  - (4) Jackson, Josephine and Douglas counties; and
  - (5) All other counties.
- e. Finally a family planning open access adjustment was made to the following eligibility categories in all service areas, in order to take into account that OMAP Members will be able to obtain family planning services from nonplan providers:

OHP Eligibles  
PLM Adults  
GA Recipients

The four resulting sets of per capita costs by OHP eligibility category for each of the five geographic service areas are the Adjusted Per Capita Costs.

- 3. The Total Service Cost for each Contractor and OHP eligibility category is calculated from the Adjusted Per Capita Costs as follows:
  - a. Costs for each category of service are identified based on the codes in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, in the process of developing the total per capita costs. These costs are identified in the Coopers & Lybrand document titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993.
  - b. The costs for all of the services for which a particular contractor is capitated are

summed for each eligibility category and geographic location.

A contractor providing services in more than one service area will have separate Total Service Cost amounts for each OHP eligibility category in each service area.

4. Deductions from the Total Service Cost

The following deductions are made to Contractor's Total Service Cost:

- a. The Maternity/Newborn Withhold listed on the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for the following eligibility categories:

OHP Eligibles  
PLM Children

Note: The total amount of funds deducted as the Maternity/Newborn Withhold from all OHP PCO and FCHP Contractors becomes the Maternity/Newborn Risk Pool, which is held by OMAP and disbursed pursuant to EXHIBIT C, Section 2.

- b. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, the appropriate stop-loss premium as calculated from the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for all eligibility categories.
- c. If this Agreement identifies Contractor as at partial risk for Case Managed Services that are not Capitated Services, then 10 percent of the Adjusted Per Capita Costs as listed in the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, for Mandatory Services for Contractor's service areas(s) is deducted for all OHP eligibility categories. The funds deducted for each Contractor become the Case Management Reserve which will be kept by OMAP as a Contractor-specific reserve account and disbursed after the Agreement Year pursuant to EXHIBIT C, Section 5.
5. The Capitation Payment paid to a contractor for OMAP Members in each OHP eligibility category is determined by adding to the results in step (4) an additional amount calculated to reflect an administrative cost allowance to off-set costs associated with administering a prepaid health plan participating in this program.

## EXHIBIT C

## Risk Protections and Medical Case Management Savings

## 1. Assumption of Risk/Private Market Reinsurance

Contractor assumes the risk for providing the Capitated Services required under this Agreement up to the stop-loss deductible, if any, specified in Part I, Section 1, STATUS OF CONTRACTOR. Contractor may obtain reinsurance for a portion of the risk assumed; however, Contractor shall retain, after reinsuring, at least 80% of the total underwriting risk.

## 2. Maternity/Newborn Payment

a. In order to partially equalize the risk of maternity/newborn care among prepaid health plans, a Maternity/Newborn Payment is made to those Contractors whose average newborn enrollment rate is above 75% of the average for all OHP prepaid health plan contractors. This payment is made from the funds in the Maternity/Newborn Risk Pool (the Pool), which is derived from the Maternity/Newborn Withhold described in EXHIBIT B, Section 4a. Separate pools will be created for OHP Eligibles and for PLM Children, hereinafter referred to as eligible categories in this Exhibit.

b. Contractor's Maternity/Newborn Payment for each eligible category shall be calculated and paid for each 6-month period in the Agreement Year three months after the end of that period as follows:

(1) Any contractor that has not participated as an OHP prepaid health plan for more than 3 months during the 6 month period shall not be entitled to any Maternity Newborn Payment for this period. The number of newborn enrollments and of OMAP Members for such contractor(s) shall not be considered for any purposes in the following calculations. The amounts withheld from any such contractor shall be removed from the Pool for this period and shall be paid to that contractor.

(2) OMAP shall add up the total number of newborns enrolled by all contractors during the 6-month period for each eligible category and divide that number by the sum of the number of OMAP Members who are in each eligible category each month for all contractors during that same period. This figure for each eligible category will be multiplied by 0.75 to determine the 75% statewide newborn enrollment rate.

- (3) For each contractor, OMAP shall multiply that contractor's monthly average number of OMAP Members who are in each eligible category during the 6 month period by the result in step (2) above in order to project the number of newborn enrollments per month that would be expected if the contractor's newborn enrollment was at the 75% statewide newborn enrollment rate. This is the contractor's threshold newborn enrollment for each eligible category.
- (4) For each contractor, OMAP shall determine for each eligible category the contractor's average number of newborns enrolled per month during the previous 6-month period and subtract from this number the contractor's threshold newborn enrollment for that eligible category. The result:
  - (a) If positive, is the contractor's unadjusted eligible newborn count for that eligible category, and the contractor shall be eligible for a payment from the Pool; or
  - (b) If negative, indicates that contractor is not eligible for payment for that eligible category.
- (5) The unadjusted eligible newborn count(s) for each contractor eligible for a payment from the Pool shall be adjusted by multiplying that figure times that contractor's withhold amount for the eligible category. This results in the contractor's Newborn Factor(s).
- (6) The payment amount per Newborn Factor shall be calculated by dividing the total amount in each Pool by the total of the Newborn Factors for all contractors for each eligible category.
- (7) For each eligible category, OMAP shall make a payment to Contractor that is the total of the payment amount for each eligible category determined in step (6) above multiplied by Contractor's Newborn Factor, if any, for each eligible category.

### 3. Stop-Loss Protections

- a. If Contractor is a Federally Qualified Health Maintenance Organization, no stop-loss reinsurance is required.
- b. If Contractor is a Fully Capitated Health Plan (FCHP) but is not a Federally Qualified Health Maintenance Organization, then Contractor shall either obtain such stop-loss protection from OMAP with the deductible specified in Part I, Section 1 of this Agreement or provide verification of private market stop-loss reinsurance that provides a comparable deductible and payment protection.

- c. If Contractor obtains stop-loss protection from OMAP, then Contractor's stop-loss protection is calculated and requests for OMAP payment are processed on the basis of each OMAP Member's Enrollment Year as follows:
- (1) Contractor assumes full risk at the beginning of each OMAP Member's Enrollment Year for all costs of Capitated Services provided to that OMAP Member up to the deductible specified in Part I, Section 1 of this Agreement.
  - (2) Calculation of Contractor's cost of Capitated Services provided to an OMAP Member shall be computed on the basis of the OMAP fee-for-service rates in effect on the dates of service.
  - (3) Within 12 months of the date that the cost of Capitated Services provided to an OMAP Member has reached the stop-loss deductible, Contractor shall so notify OMAP. Contractor shall submit supporting documentation of such costs to OMAP. This documentation shall, at a minimum, contain the following information for each service provided or supply furnished to the OMAP Member: the date of service, diagnosis, amount charged and the amount paid by Contractor for Capitated Services which are submitted by Contractor as claims to be applied to the stop-loss deductible, type of service code corresponding to the procedure performed and the amount paid by Third Party Resources, if any.
  - (4) OMAP shall pay Contractor on a fee-for-service basis in accordance with OMAP Rules for Capitated Services provided to an OMAP Member after the deductible for that OMAP Member has been reached for the remainder of that OMAP Member's current Enrollment Year, subject to any applicable risk share reduction specified in Section (5) below. The OMAP Member shall continue to be enrolled with Contractor and Contractor shall continue to provide Capitated Services and Medical Case Managed Services for the OMAP Member.
  - (5) Contractor is responsible for the share of risk specified in Part I, Section 5A(3) of this Agreement for Capitated Services provided to an OMAP Member above the stop-loss deductible for the remainder of the OMAP Member's current Enrollment Year, until an Enrollment Year cap of \$100,000 has been met for that OMAP Member. Contractor's share of risk shall be subtracted from each fee-for-service payment made by OMAP for Capitated Services after the stop-loss deductible has been reached. Once the Enrollment Year cap of \$100,000 has been met for that OMAP Member, OMAP shall no longer make such reduction.



## EXHIBIT D

## Encounter Claim Minimum Data Set Requirements and Penalties

## 1. General Provisions:

## a. Encounters

For purposes of this EXHIBIT, an Encounter is a patient contact for which, in the OMAP fee-for-service delivery system, a claim could be filed. There are four types of Encounters:

- (1) Medical Encounters are those that would be billed on a HCFA 1500 claim form in a fee-for-service delivery system under OMAP fee-for-service rules.
- (2) Dental Encounters are those that would be billed on an OMAP-specific form, the "OMAP 501D", or an accepted ADA form in a fee-for-service delivery system under OMAP fee-for-service rules.
- (3) Outpatient Hospital Encounters are those that would be billed on the UB-92 claim form in a fee-for-service delivery system under OMAP fee-for-service rules, and the OMAP Member has not been admitted to the facility as an inpatient, as defined in the OMAP Hospital Services Guide, for purposes of receiving the services.
- (4) Inpatient Hospital Encounters are those that would be billed on a UB-92 claim form in a fee-for-service delivery system under OMAP fee-for-service rules, and the OMAP Member has been admitted to the facility as an inpatient, as defined in the OMAP Hospital Services Guide, for purposes of receiving the services.

b. OMAP shall process all Encounter claims through the Medical Management Information System. Encounters that cannot be processed because of missing or erroneous data shall be "pending".

- (1) OMAP shall notify Contractor monthly of all pending Encounters.
- (2) Contractor shall have the opportunity to correct all pending Encounters, within the time period identified in 1.c.(3), below.

## c. Timeliness

- (1) Contractor shall submit Encounter Data to OMAP at least once per calendar month.

- (2) Contractor shall submit all Encounter Data to OMAP within 395 days of the date of service.
  - (3) Contractor shall resubmit all corrected pended Encounters to OMAP within 63 days of the date that OMAP mails Contractor a notice that the Encounters were pended.
- d. Data Transmission & Format:
- (1) Contractor shall submit all Encounter Data to OMAP via electronic media. OMAP shall accept claims via industry standard modem, tape, dedicated land wire, and floppy disk media.
  - (2) Contractor shall submit all data in a format approved by OMAP.
2. Data Set Requirements
- a. The data elements specified in this section constitute the required minimum data set. Contractor is required to submit all of the data specified in this section, irrespective of whether financial penalties may be imposed for failure to submit particular data elements. Noncompliance shall be considered a breach of the terms of the agreement.
- b. Contractor shall submit the following identifying information for all Encounters:
- (1) Contractor's OMAP Prepaid Health Plan Provider Number
  - (2) Patient Name
  - (3) Medicaid Recipient Number, also known as the OMAP Prime Number
- c. For Medical Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
- (1) OMAP or UPIN Billing or Performing Provider Number
  - (2) Quantity of units of service provided
  - (3) Date of Service
  - (4) Procedure Code (e.g., CPT4)
  - (5) Diagnosis Code
  - (6) Type of Service Code or Modifier (required for Physician Services only)
  - (7) Line Item Charge
  - (8) OMAP or UPIN Performing Provider Number if a Billing Provider Number is provided in (1), above.
- d. For Dental Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
- (1) OMAP or UPIN Performing Provider Number
  - (2) Quantity of units of service provided

- (3) Date of Service
  - (4) American Dental Association Procedure Code
  - (5) Tooth Number
  - (6) Tooth Surface
  - (7) Line Item Charge
- e. For Outpatient Hospital Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
- (1) OMAP or UPIN Hospital Provider Number
  - (2) Quantity of units of service provided (Lab & X-ray only)
  - (3) Date of Service for each line item
  - (4) Revenue Center Code(s)
  - (5) Diagnosis Code(s)
  - (6) Line Item Charge
  - (7) Claim Type (i.e., OP)
  - (8) Attending Physician OMAP or UPIN Performing Provider Number
  - (9) CPT4 Code (Lab and X-ray only)
- f. For Inpatient Hospital Encounters, in addition to the identifying information listed in subsection 2.b, Contractor shall submit the following information:
- (1) OMAP or UPIN Hospital Provider Number
  - (2) Date of Service (Dates from Admission through Discharge)
  - (3) ICD9 Procedure Code(s)
  - (4) Diagnosis Code(s)
  - (5) Total Charge
  - (6) Claim type (i.e., IP)
  - (7) Attending Physician OMAP or UPIN Performing Provider Number
  - (8) Patient Status Code
  - (9) Type of Admission Code
  - (10) Revenue Center Code(s)
3. Encounter Data Compliance Validation
- a. For purposes of imposing financial penalties, OMAP shall validate only those Encounter types and data elements specified in this subsection.
- (1) For Medical Encounters, OMAP shall validate only Encounters that involve Physician Services and only the following data elements:
    - (a) Contractor's OMAP Prepaid Health Plan Provider Number
    - (b) Patient Name
    - (c) Medicaid Recipient Number, also known as the OMAP Prime Number
    - (d) OMAP or UPIN Performing Provider Number
    - (e) Date of Service

- (f) Procedure Code
  - (g) Diagnosis Code
  - (h) Type of Service Code or Modifier
  - (i) Line Item Charge
- (2) For Outpatient Hospital Encounters, OMAP shall validate only Encounters with revenue center codes of 960-969, 975-976, 981-988 and only the following data elements:
- (a) Contractor's OMAP Prepaid Health Plan Provider Number
  - (b) Patient Name
  - (c) Medicaid Recipient Number, also known as the OMAP Prime Number
  - (d) OMAP or UPIN Hospital Provider Number
  - (e) Date of Service
  - (f) Revenue Center Code
  - (g) Diagnosis Code(s)
  - (h) Line Item Charge
  - (i) Attending Physician OMAP or UPIN Performing Provider Number
- (3) For Inpatient Hospital Encounters, OMAP shall validate only the following data elements:
- (a) Contractor's OMAP Prepaid Health Plan Provider Number
  - (b) Patient Name
  - (c) Medicaid Recipient Number, also known as the OMAP Prime Number
  - (d) OMAP or UPIN Hospital Provider Number
  - (e) Date of Service (Dates from Admission through Discharge)
  - (f) ICD9 Procedure Code(s)
  - (g) Diagnosis Code(s)
  - (h) Total Charge
  - (i) Attending Physician OMAP or UPIN Performing Provider Number

b. Validation Schedule

- (1) For purposes of validating Encounter Data, OMAP shall collect information from Contractor's OMAP Member medical records no less than once per Agreement Year. OMAP shall give Contractor no less than 30 days written notice prior to reviewing or collecting information from Contractor's OMAP Member medical records for such purposes.
- (2) For purposes of validating Encounter Data, OMAP shall collect and tabulate information in the OMAP Encounter Data system no less than once every three months during the Agreement Year, at OMAP's sole discretion, and without notice to Contractor.

c. Error Types

OMAP shall look for the following types of errors when validating data, each of which shall be the basis for the imposition of financial penalties in accordance with sections 4 and 5 of this EXHIBIT:

- (1) Accuracy errors in the data are differences between the information in Contractor's OMAP Member medical records and the Encounter Data reported by Contractor to OMAP.
- (2) Omission errors are Encounters that Contractor does not submit to OMAP.
- (3) Missing medical record errors are Encounters selected by OMAP for medical record review for which Contractor is unable to provide the OMAP Member medical record within 90 days of a request by the OMAP Encounter medical review team.
- (4) Resubmission errors are pended Encounters that have been resubmitted and pend for errors after resubmission.
- (5) Timeliness errors in Encounter submissions are Encounters for which the time period between the date the Encounter is submitted to OMAP by Contractor and the date of service is greater than the time period permitted by the requirements in section 1.c(2) of this EXHIBIT.
- (6) Timeliness errors in resubmitted Encounters are pended Encounters that Contractor has not resubmitted within the time period permitted by the requirements in section 1.c(3) of this EXHIBIT.

d. Validation Methodology and Computation of Errors

- (1) Accuracy errors, omission errors and missing medical record errors.
  - (a) OMAP shall draw a random sample of OMAP Members selected from the universe of all of Contractor's OMAP Members during the validation period.
  - (b) OMAP shall use three random samples of Encounters drawn from the sample of OMAP Members selected in (a), above, for review of OMAP Member medical records: the medical sample, the inpatient hospital sample and the outpatient hospital sample.

The random sample of Encounters shall not be less than 50 Encounters, the size of the sample shall be determined by OMAP and will assure a statistically reliable result is provided. This random sample of Encounters is the "test sample."

- (c) The total number of Contractor Encounters provided during the validation period is determined as follows:

- A. The number of Encounters observed in the test sample, but not reported by Contractor to OMAP as Encounters is determined and computed as a percentage.
- B. The lower bound of a 95% confidence level range that the percentage of Encounters observed but not reported by Contractor represents the true percentage of Encounters provided but not reported by Contractor is determined according to the following formula:

where:  $P_t$  = the calculated percentage of Encounters not reported  
 $P$  = the observed percentage in the test sample  
 $N$  = the number of Encounters in the test sample

$$P_t = P - (1.96 * \sqrt{P(1-P)/N})$$

- C. The total number of Encounters provided by Contractor during the validation period is determined according to the following formula:

where:  $N_r$  = the number of Encounters reported by Contractor to OMAP during the validation period  
 $N_{te}$  = the total number of Encounters provided by Contractor

$$N_{te} = \frac{N_r}{(1 - P_t)}$$

- (d) Contractor's accuracy errors in the Encounter Data are computed as follows:

- A. The OMAP Encounter medical review team shall determine the number of Encounters in the test sample that were reported to OMAP with one or more accuracy errors in the data elements subject to financial penalties. This determination shall be based on

a comparison of information available in the medical record and the information reported to the OMAP Encounter Data system.

- B. The lower bound of a 95% confidence level range of the observed accuracy error percentage shall be determined according to the formula below. For the purpose of the calculation used in this subsection the test sample, N, shall be reduced by the number of omissions observed, (i.e., Encounters observed in the sample but not reported by Contractor to OMAP in the test sample),  $N_e$ . The result of this calculation is the calculated percentage of accuracy errors.

where:

- $P_{te}$  = the calculated percentage of accuracy errors in Encounters submitted to OMAP
- $P_e$  = the observed percentage in the test sample reduced by the number of observed omissions
- $N_e$  = the size of the test sample reduced by the number of observed omissions

$$P_{te} = P_e - (1.96 * \sqrt{P_e(1-P_e)/N_e})$$

- C. The calculated percentage of accuracy errors determined in step B, above shall be reduced by the 5% error tolerance adjustment.
- D. The calculated percentage of accuracy errors, adjusted for error tolerance, shall be multiplied by the total number of Encounters determined in d.(1)(c)C. The result is the estimated number of accuracy error Encounters subject to financial penalty.
- (e) Contractor's omission errors are computed as follows:
- A. The calculated percentage of Encounters not reported by Contractor, determined in d.(1)(c)B., above, is reduced by the 5% error tolerance adjustment.
  - B. The calculated percentage of Encounters not reported by Contractor, adjusted for error tolerance, is multiplied by the total number of Encounters determined in d.(1)(c)C. The result is the calculated number of omission Encounters subject to financial penalty.

- (f) Contractor's missing medical record errors are the actual count of such errors in each sample of OMAP Member Encounters.
- (2) Resubmission errors, timeliness errors in Encounter submissions and timeliness errors in resubmitted Encounters.
  - (a) Contractor's resubmission errors are computed as follows:
    - A. The number of pended Encounters resubmitted to the OMAP Encounter Data system that pend a second time is tabulated continuously.
    - B. This number is reduced by a 5% error tolerance factor. The result is the number of resubmitted pended Encounters subject to financial penalty.
  - (b) Contractor's timeliness errors in Encounter submissions are computed as follows:
    - A. The number of Encounters submitted to the OMAP Encounter Data system with a date of service greater than 395 days from date of service until submission to OMAP is tabulated continuously.
    - B. This number is reduced by a 5% error tolerance factor. The result is the number of Encounters not submitted in a timely fashion subject to financial penalty.
  - (c) Contractor's timeliness errors in resubmitted encounters are computed as follows:
    - A. The number of Encounters pended in the OMAP Encounter Data system with a pend date greater than 63 days before resubmission to OMAP or that are not resubmitted to OMAP is tabulated continuously.
    - B. This number is reduced by a 5% error tolerance factor. The result is the number of pended Encounters not resubmitted in a timely fashion subject to financial penalty.
- 4. Financial Penalties
  - a. The accuracy errors penalty equals the total number of Contractor's accuracy errors for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$0.20.



- b. The omission errors penalty equals the total number of Contractor's omission errors for Medical and Outpatient Hospital multiplied by \$1.00, plus the number of Contractor's omission errors for Inpatient Hospital Encounters multiplied by \$5.00.
- c. The missing medical record errors penalty equals the total number of Contractor's missing medical record errors for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$100.00.
- d. The resubmission errors penalty equals the total number of Contractor's resubmission errors for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$0.10.
- e. The timeliness errors in Encounter submissions penalty equals the total number of Contractor's timeliness errors in Encounter submissions for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$0.10.
- f. The timeliness errors in resubmitted Encounters penalty equals the total number of Contractor's timeliness errors in resubmitted Encounters for Medical, Outpatient Hospital and Inpatient Hospital Encounters multiplied by \$3.00.
- g. Contractor's total financial penalty is the sum of the penalties computed in a. through f. of this subsection.

5. Settlement of Penalties

- a. Contractor's obligation to report Encounter Data begins upon the effective date of this Agreement. However, Contractor shall not be required to pay any financial penalties for errors occurring within the first six months of this Agreement. Contractor shall be required to pay financial penalties for errors occurring at any time during the remainder of Contractor's Agreement Year and during all periods of any subsequent Agreement Years.
- b. OMAP shall notify Contractor quarterly of the financial penalties due for the preceding three-month penalty period.

ATTACHMENT 1

# **OREGON HEALTH PLAN**

## **SERVICE CATEGORIES FOR PER CAPITA COSTS**

**FEBRUARY 1994 THROUGH SEPTEMBER 1995**

October 1, 1993

## TABLE OF CONTENTS

### Category

### Page

1.	TRANSPORTATION .....	1
	Transportation - Ambulance .....	1
	Transportation - Other .....	1
2.	ANESTHESIA .....	2
3.	DENTAL .....	3
	Dental - General Criteria .....	3
	Dental - Diagnostic .....	3
	Dental - Endodontics .....	3
	Dental - Preventive .....	3
	Dental - Restorative .....	3
	Dental - Periodontics .....	4
	Dental - Pros Removable .....	4
	Dental - Maxillofacial Pros .....	4
	Dental - Pros Fixed .....	4
	Dental - Oral Surgery .....	4
	Dental - Orthodontics .....	4
	Dental - General .....	5
4.	DIAGNOSTIC LAB & X-RAY .....	6
	Outpatient Hospital - Diagnostic X-Ray .....	6
	Other - Diagnostic X-Ray .....	6-7
	Outpatient Hospital - Lab .....	8
	Other - Lab .....	8

**Category****Page**

<b>5. DRUGS</b>	<b>9</b>
Prescription Drugs - Basic	9
Prescription Drugs - Outpatient Hospital	
Basic	9
Prescription Drugs - Family Planning	9
Prescription Drugs - Outpatient Hospital	
Family Planning	10
Prescription Drugs - Mental Health/	
Chemical Dependency	11
Prescription Drugs - Outpatient Hospital	
Mental Health/Chemical Dependency	11
<b>6. PHYSICIAN VISITS</b>	<b>12</b>
Physician Maternity	12
Physician Office or Other Outpatient Visits	12-13
Physician Home or Long-Term Care Facility Visits	13-14
Preventive Medicine	14-15
Physician Well-Child Exams	16
Physician Emergency Room Visits	16
Physician Consultations or Inpatient Visits	16-17
Physician Somatic Chemical Dependency Visits	17
Physician Somatic Mental Health Visits	17-19
Physician Other	19-20
<b>7. HOME HEALTH</b>	<b>21</b>
<b>8. HOSPICE</b>	<b>22</b>
<b>9. INPATIENT HOSPITAL - MENTAL HEALTH &amp;     CHEMICAL DEPENDENCY</b>	<b>23</b>
Inpatient Hospital - Acute Care Hospital	
Mental Health	23
Inpatient Hospital - Acute Detox	23

**Category****Page**

<b>10. NURSING FACILITY</b>	<b>24</b>
<b>11. INPATIENT HOSPITAL - REGULAR WITH MATERNITY</b>	<b>25</b>
Inpatient Hospital - Med/Surg	25
Inpatient Hospital - Maternity	25
Inpatient Hospital - Newborn	25
<b>12. OUTPATIENT HOSPITAL - REGULAR</b>	<b>26</b>
Outpatient Hospital - Maternity Professional	26
Outpatient Hospital - Maternity Other	26-27
Outpatient Hospital - Other (Includes Facility)	27-28
Outpatient Hospital - Professional	28
Outpatient Hospital - Somatic Chemical Dependency Professional	28-29
Outpatient Hospital - Somatic Mental Health Professional	29
Outpatient Hospital - Somatic Chemical Dependency Other	29-30
Outpatient Hospital - Somatic Mental Health Other	30-31
<b>13. AMBULATORY SURGERY CENTER</b>	<b>32</b>
Ambulatory Surgery Center - Maternity	32
Ambulatory Surgery Center - Other	32
<b>14. DIALYSIS</b>	<b>33</b>
Dialysis - Physician	33
Dialysis - Outpatient Hospital	33

**Category****Page**

<b>15. OTHER MEDICAL</b>	<b>34</b>
Private Duty Nursing	34
Durable Medical Equipment & Supplies	34-35
Outpatient Hospital - DME & Supplies	35
Hearing Aids & Batteries	35
Hearing Services - Nonphysician	35-36
Maternity Management	36
<b>16. PHYSICAL/OCCUPATIONAL THERAPY</b>	<b>37</b>
PT/OT - Outpatient Hospital	37
PT/OT - Nonphysician	37
<b>17. SPEECH-LANGUAGE PATHOLOGY</b>	<b>38</b>
Speech-Language Pathology - Outpatient Hospital	38
Speech-Language Pathology - Nonphysician	38
<b>18. RADIATION THERAPY</b>	<b>39</b>
Outpatient Hospital - Therapeutic X-Ray	39
Other - Therapeutic X-Ray	39
<b>19. SURGERY</b>	<b>40</b>
<b>20. VISION CARE</b>	<b>41</b>
Vision Exams & Therapy	41
Vision Materials & Fitting	41

**Category****Page**

<b>21. THERAPEUTIC ABORTION</b>	<b>42</b>
Therapeutic Abortion - Physician	42
Therapeutic Abortion - Ambulatory Surgery Center	43
Therapeutic Abortion - Outpatient Hospital	
Professional	43-44
Therapeutic Abortion - Outpatient Hospital Other	44
Therapeutic Abortion - Inpatient Hospital	45
<b>22. FAMILY PLANNING</b>	<b>46</b>
Family Planning - Physician	46
Family Planning - Ambulatory Surgery Center	46
Family Planning - Outpatient Hospital Professional	46-48
Family Planning - Outpatient Hospital Other	48-49
Family Planning - Inpatient Hospital	49-50
<b>23. SCHOOL-BASED HEALTH SERVICES</b>	<b>51</b>
<b>24. PERSONAL CARE</b>	<b>52</b>
<b>25. TARGETED CASE MANAGEMENT</b>	<b>53</b>
<b>26. EARLY INTERVENTION</b>	<b>54</b>

**CHEMICAL DEPENDENCY SERVICE CATEGORIES**

<b>1CD. ASSESSMENT &amp; EVALUATION</b>	<b>55</b>
<b>2CD. CONSULTATION</b>	<b>55</b>
<b>3CD. TREATMENT MONITORING</b>	<b>55</b>

**CHEMICAL DEPENDENCY SERVICE CATEGORIES (Cont.)**

<b><u>Category</u></b>	<b><u>Page</u></b>
<b>4CD. OUTPATIENT THERAPY - INDIVIDUAL . . . . .</b>	<b>56</b>
<b>5CD. OUTPATIENT THERAPY - GROUP . . . . .</b>	<b>56</b>
<b>6CD. OUTPATIENT CPMS . . . . .</b>	<b>56</b>
<b>7CD. OUTPATIENT SLIAG CPMS . . . . .</b>	<b>56</b>
<b>8CD. RESIDENTIAL - INTENSIVE . . . . .</b>	<b>57</b>
<b>9CD. RESIDENTIAL - REGULAR . . . . .</b>	<b>57</b>
<b>10CD. DETOXIFICATION - NONHOSPITAL CPMS . . . . .</b>	<b>57</b>
<b>11CD. OUTPATIENT PREVENTION . . . . .</b>	<b>57</b>
 <b>FCHP SERVICE CATEGORIES FOR CAPITATION RATES . . . . .</b>	 <b>58-64</b>
<b>PCO SERVICE CATEGORIES FOR CAPITATION RATES . . . . .</b>	<b>65-70</b>
<b>DCO SERVICE CATEGORIES FOR CAPITATION RATES . . . . .</b>	<b>71</b>
<b>CLAIM TYPE CODES . . . . .</b>	<b>72</b>
<b>FAMILY PLANNING INDICATOR CODES . . . . .</b>	<b>73</b>
<b>LEVEL OF CARE CODES . . . . .</b>	<b>74</b>
<b>OBJECT CLASS CODES . . . . .</b>	<b>75</b>



**Category**

**Page**

<b>PROVIDER TYPE CODES</b> .....	<b>76</b>
<b>THERAPEUTIC CLASS CODES</b> .....	<b>77</b>
<b>TYPE OF SERVICE CODES</b> .....	<b>78</b>

## 1. TRANSPORTATION

### ■ Transportation - Ambulance

- Provider Type = AA or AM and

• HCPCS Code =	A0010	A0150	A4190-A5149
	A0020	A0215	7400Y
	A0021	A0220	7415Y
	A0030	A0221	7430Y
	A0040	A0222	7445Y
	A0050	A0223	7580Y
	A0060	A0225	7595Y
	A0070	A0999	

### ■ Transportation - Other

• HCPCS Code =	A0080	TT200	7505Y
	A0090	TT201	7507Y
	A0100	TT202	7520Y
	A0110	TT203	7610Y
	A0120	TT204	7625Y
	A0130	7222Y	7645Y
	A0140	7223Y	7650Y
	A0160	7300Y	
	A0170	7411Y	
	A0180	7460Y	
	A0190	7475Y	
	A0200	7490Y	
	A0210	7500Y	

## 2. ANESTHESIA

- TOS = 7 or
- TOS = Z and
- Procedure Code =  
00532 01900  
00580 99100  
00796 99116  
00846 99135  
00855 99140  
00944

NOTE: Anesthesia for therapeutic abortions and family planning should report out under those service categories by diagnosis criteria.

### **3. DENTAL**

- **Dental - General Criteria (GC)**

- Claim Type = L or
- Object Class = 5 or
- Provider Type = DM or
- Claim Type = 2 or Y and
- Revenue Code = 512

- **Dental - Diagnostic**

- GC and ADA Code = 00100-00999

- **Dental - Endodontics**

- GC and ADA Code = 03000-03999

- **Dental - Preventive**

- GC and ADA Code = 01000-01999

- **Dental - Restorative**

- GC and ADA Code = 02000-02999

### **3. DENTAL (Cont.)**

- **Dental - Periodontics**

- GC and ADA Code = 04000-04999

- **Dental - Pros Removable**

- GC and ADA Code = 05000-05899

- **Dental - Maxillofacial Pros**

- GC and ADA Code = 05900-05999

- **Dental - Pros Fixed**

- GC and ADA Code = 06000-06999

- **Dental - Oral Surgery**

- GC and ADA Code = 07000-07999

- **Dental - Orthodontics**

- GC and ADA Code = 08000-08999

### **3. DENTAL (Cont.)**

- **Dental - General (default)**
  - GC and ADA Code = 09000-09999
  - GC (default)

#### 4. DIAGNOSTIC LAB & X-RAY

- Outpatient Hospital - Diagnostic X-Ray

- Claim Type = 2 or Y and
- Revenue Code = 320-329  
341  
350-359  
400-409  
610-619  
972

- Other - Diagnostic X-Ray

- Claim Type = M or W and
- CPT4 Code =

70010-70333	72200-73202	76499-76999
70336	73220-73221	78000-78999
70350-70492	73500-73702	
70540-70553	73720-73721	
71010-71270	74000-74170	
71555	74181	
72010-72133	74210-75528	
72141-72158	75552	
72170-72194	75600-76380	
72196	76400	

#### 4. DIAGNOSTIC LAB & X-RAY (Cont.)

- Other - Diagnostic X-Ray (Cont.)

or

- Claim Type = M or W and

- HCPCS Code =

1010H	Q0072
7100N-7445N	R0070
Q0069	R0075
Q0070	R0076
Q0071	W5085
	W5520



#### 4. DIAGNOSTIC LAB & X-RAY (Cont.)

- Outpatient Hospital - Lab

- Claim Type = 2 or Y and
- Revenue Code = 300-319  
971

- Other - Lab

- Claim Type = M or W and
- CPT4 Code = 80002-83724  
83726-89999

or

- Claim Type = M or W and
- HCPCS Codes =

8010N	P9010-P9024
8100N-8694N	P9603-P9604
1004H	P9605
P0999	P9610
P2028-P2029	P9615
P2032-P2033	Q0060
P2038	Q0061
P3000-P3001	Q0063
P7001	Q0091
P7020	W5215
P9005	Z5045
P9007	Z5053-Z5054
	Z5055

## 5. DRUGS

- **Prescription Drugs - Basic**

- Object Class = 4

(Exclude drugs which fall in the "Family Planning" or "Mental Health" categories)

- **Prescription Drugs - Outpatient Hospital Basic**

- Claim Type = 2 or Y and
- Revenue Code = 250-259

(Exclude drugs which fall in the "Family Planning" or "Mental Health" categories)

- **Prescription Drugs - Family Planning**

- Object Class = 4 and
- Family Planning Indicator = Y

or

- Object Class = 4 and
- Therapeutic Class = 36  
63

**5. DRUGS (Cont.)**

- **Prescription Drugs - Outpatient Hospital Family Planning**

- Claim Type = 2 or Y and
- Revenue Code = 250-259 and
- Family Planning Indicator = Y
- NOTE: Allocate Outpatient Hospital FP dollars based on Family Planning Percentage

**5. DRUGS (Cont.)**

- **Prescription Drugs - Mental Health/Chemical Dependency**

- Object Class = 4 and
- Therapeutic Class = 7 or 11
- or
- Provider Type = PH and
- HCPCS Code = 200CM

- **Prescription Drugs - Outpatient Hospital Mental Health/Chemical Dependency**

- Claim Type = 2 or Y and
- Revenue Code = 250-259 and
- ICD9 Primary Diagnosis Code =
  - 290-319
  - V11-V11.9
  - V40-V40.9
  - V79-V79.9

## 6. PHYSICIAN VISITS

### • Physician - Maternity

- TOS is not equal to H and
- CPT4 Code = 59000-59830  
59899

or

- TOS is not equal to H and
- HCPCS Code = 9401A  
9402A

or

- Provider Type = DC, DS, MD, ND, NP, CR, IH or PB and
- TOS is not equal to H and
- ICD9 Primary Diagnosis Code = 630-634.92  
640-676.94

NOTE: Exclude any lab, X-Ray, and anesthesia services (Categories 4 and 2, respectively)

### • Physician Office or Other Outpatient Visits

- CPT4 Code = 90000-90080  
99201-99215  
99432

**6. PHYSICIAN VISITS (Cont.)**

• **Physician Office or Other Outpatient Visits (Cont.)**

or

• HCPCS Code =	1000N	1050N	Y0005
	1010N	1060N	
	1015N	1070N	
	1020N	1080N	
	1030N	A2000	
	1040N	M0009	

or

• Provider Type = CR, IH or PB

• **Physician Home or Long-Term Care Facility Visits**

• CPT4 Code =	90100-90170	99301-99333
	90300-90470	99341-99353

or

6. **PHYSICIAN VISITS (Cont.)**

• **Physician Home or Long-Term Care Facility Visits (Cont.)**

• HCPCS Code =	1100N	1340N	1460N	X6120
	1110N	1350N	1470N	X6125
	1115N	1360N	M0019	X6130
	1130N	1370N	M0039	X6135
	1140N	1400N	M0049	X6140
	1150N	1410N	X6060	X6145
	1160N	1415N	X6065	X6150
	1170N	1420N	X6100	X6155
	1300N	1430N	X6105	X6160
	1315N	1440N	X6110	X6165
	1320N	1450N	X6115	

• **Preventive Medicine**

• Provider Type	CR	MD
	DC	ND
	DS	NP
	IH	PB

and

• ICD9 Code =	779.8	V70	V73-V78.9
	799.9	V70.0	V80-V82.9
	V01-V07.9	V70.9	
	V10-V19.8	V71	
	V41-V41.9	V71.1-V72.3	
	V60-V65.9	V72.8-V72.9	

or

6. **PHYSICIAN VISITS (Cont.)**

• **Preventive Medicine (Cont.)**

- Provider Type      CR      MD  
                         DC      ND  
                         DS      NP  
                         IH      PB

and

- CPT4 Code =      90701-90749      99395  
                         90750      99396  
                         90760      99397  
                         99385      99401-99404  
                         99386      99411-99412  
                         99387      99420  
                              99429

or

- Provider Type      CR      MD  
                         DC      ND  
                         DS      NP  
                         IH      PB

and

- HCPCS Code =      Q0034



## 6. PHYSICIAN VISITS (Cont.)

### • Physician Well-Child Exams

- CPT4 Code = 90751-90757  
90761-90764  
90774  
99381-99384  
99391-99394  
99431-99432

or

- HCPCS Code = 1285N

### • Physician Emergency Room Visits

- CPT4 Code = 90500-90590  
99062-99065  
99281-99288

or

- HCPCS Code = 1500N 1540N  
1510N 1550N  
1515N 1560N  
1530N 1570N

### • Physician Consultations or Inpatient Visits

- CPT4 Code = 90200-90292  
90600-90654  
99221-99275  
99433

## 6. PHYSICIAN VISITS (Cont.)

- **Physician Consultations or Inpatient Visits (Cont.)**

or

- Claim Type = M or W and
- Provider Type does not equal MC and
- HCPCS Code =

1200N	1260N	1620N
1215N	1270N	1630N
1220N	1600N	M0022
1240N	1605N	M0023
1250N	1610N	M0029

- **Physician Somatic Chemical Dependency Visits**

- Claim Type = M or W and
- Provider Type does not equal MC and
- ICD9 Code =

291-292
303-305
V11.3
V79.1

- **Physician Somatic Mental Health Visits**

- Claim Type = M or W and
- Provider Type does not equal MC and

6. PHYSICIAN VISITS (Cont.)

• Physician Somatic Mental Health Visits (Cont.)

- Provider Type = MD and Provider Specialty = PS

or

- Claim Type = M or W and
- Provider Type does not equal MC and

- CPT4 Code =      83725              90870              90899  
                         90862              90871

or

- Claim Type = M or W and
- Provider Type does not equal MC and

- ICD9 Code =      290  
                         293-302  
                         306-319  
                         V11-V11.2  
                         V11.8-V11.9  
                         V40-V40.9  
                         V70.1  
                         V70.2  
                         V71.0-V71.09  
                         V79-V79.0  
                         V79.2-V79.9

or

- Claim Type = M or W and
- Provider Type does not equal MC and

6. PHYSICIAN VISITS (Cont.)

• Physician Somatic Mental Health Visits (Cont.)

- HCPCS Code = 8266P  
M0064  
M0601  
Q0044

or

- Provider Type = MD and
- HCPCS Code = 200CM

• Physician Other

- Claim Type = M or W and
- CPT4 Code =

90699	94010-94799	99291-99292
90778	95000-95199	99361-99373
90780	95805-95999	99440
90781	96400-96549	99499
90782-90799	96900-96999	
90900-90915	97000-97799	
91000-91299	99000-99058	
92002-92499	99070-99090	
92502-92599	99100-99140	
92950-93500	99150-99152	
93563-93799	99160-99174	
93850-93979	99175-99199	

or

- Claim Type = M or W and

## 6. PHYSICIAN VISITS (Cont.)

### • Physician Other (Cont.)

#### • HCPCS Code =

1000N	9710N	9761N	M0005	M0530	M0704	M0799
2002M	9711N	H5220	M0007	M0535	M0706	Q0026
2350M	9712N	H5230	M0008	M0540	M0708	Q0035
8010N	9720N	H5240	M0070	M0560	M0710	Q0066
9000M	9722N	H5299	M0071	M0575	M0722	Q0068
9070N	9723N	H5300	M0072	M0580	M0724	Q0077
9600N	9724N	J0110-J9999	M0520	M0585	M0726	Q0081
9700N	9741N	MM000	M0525	M0590	M0728	Q0083
9705N	9760N	MM001	M0526	M0702	M0730	Q0084

Q0085	W9109	Y5143
Q0086	W9110	Y5157
Q0087	W9132	Y5255
Q0088	W9133	Y5269
Q0089	W9134	Y5405
Q0090	W9135	Y5475
Q9920-Q9940	W9136	Y5523
	X5140-X5660	
	X5665	
	X6510	

or

• Provider Type = CR, DC, DS, IH, MD, ND, NP or PB and

• HCPCS Code =	A4000-A5149	L0100-L9999	Q0078-Q0080
	A9150	Q0073	
	E0100-E1699	Q0074	

## 7. HOME HEALTH

- HCPCS Code = HH000      HH030      HH100  
                         HH010      HH060  
                         HH020      HH090

or

- Provider Type = HH and
- HCPCS Code = 217EP  
                         236HV

8. HOSPICE

- Revenue Code = 115 155  
125 235  
135 650-659  
145

**9. INPATIENT HOSPITAL - MENTAL HEALTH & CHEMICAL DEPENDENCY**

**• Inpatient Hospital - Acute Care Hospital Mental Health**

- Claim Type = I or X and
- DRG Code = 424-432  
505-508  
821-824

or

- ICD9 Primary Diagnosis Code =

290	V70.1
293-302	V70.2
306-319	V71.0-V71.09
V11-V11.2	V79-V79.0
V11.8-V11.9	V79.2-V79.9
V47-V40.9	

**• Inpatient Hospital - Acute Detox**

- Claim Type = I or X and
- DRG Code = 433-437

or

- ICD9 Primary Diagnosis Code =

291-292
303-305
V11.3
V79.1



## 10. NURSING FACILITY

- Claim Type = N and
- Level of Care = NH or NHH and
- Client was discharged/transferred from an acute care hospital within the preceding 3 days prior to admission to the nursing facility and the client was not residing in the nursing facility prior to the hospital admit.
- Include first 60 days of dollars

## **11. INPATIENT HOSPITAL - REGULAR WITH MATERNITY**

- **Inpatient Hospital - Med/Surg**

- Claim Type = I or X and
- DRG Code =       001-369  
                          392-423  
                          439-503

- **Inpatient Hospital - Maternity**

- Claim Type = I or X and
- DRG Code = 370-384

- **Inpatient Hospital - Newborn**

- Claim Type = I or X and
- DRG Code =       385-391  
                          801-805

## 12. OUTPATIENT HOSPITAL - REGULAR

### • Outpatient Hospital - Maternity Professional

- Claim Type = 2 or Y and

- Revenue Code =

300-359	962-969
400-409	971-976
610-619	981-989
960	

and

- ICD9 Primary Diagnosis Code =

630-634.92
640-676.94

### • Outpatient Hospital - Maternity Other

- Claim Type = 2 or Y and

- Revenue Code =

112	142	514
122	152	720-729
132	232	

or

- Claim Type = 2 or Y and

**12. OUTPATIENT HOSPITAL - REGULAR (Cont.)**

**• Outpatient Hospital - Maternity Other (Cont.)**

• Revenue Code =	110-111	230-231	790-799
	113	233-234	810-819
	117-121	239	890-899
	123	260-289	920-929
	127-131	360-399	940-943
	133	410-419	946-949
	137-141	450-511	
	143	515-519	
	147-151	530-539	
	153	621-622	
	157-189	630-635	
	200-203	700-719	
	206-219	730-769	

and

- ICD9 Primary Diagnosis Code = 630-634.92  
640-676.94

**• Outpatient Hospital - Other (Includes Facility)**

- Claim Type = 2 or Y and

## **12. OUTPATIENT HOSPITAL - REGULAR (Cont.)**

### **• Outpatient Hospital - Other (Includes Facility) (Cont.)**

• Revenue Code =	110-111	230-231	730-769
	113	233-234	790-799
	117-121	230-231	810-819
	123	239	890-899
	127-131	260-289	920-929
	133	360-399	940-943
	137-141	410-419	946-949
	143	450-511	
	147-151	515-519	
	153	530-539	
	157-189	621-622	
	200-203	630-635	
	206-219	700-719	

### **• Outpatient Hospital - Professional**

- Claim Type = 2 or Y and
- Revenue Code = 960  
962-969  
975-976  
981-989

### **• Outpatient Hospital - Somatic Chemical Dependency Professional**

- Claim Type = 2 or Y and

**12. OUTPATIENT HOSPITAL - REGULAR (Cont.)**

**• Outpatient Hospital - Somatic Chemical Dependency Professional (Cont.)**

- Revenue Code = 300-359 960-969  
400-409 971-976  
610-619 981-989

and

- ICD9 Primary Diagnosis Code = 291-292 V11.3  
303-305 V79.1

**• Outpatient Hospital - Somatic Mental Health Professional**

- Claim Type = 2 or Y and

- Revenue Code = 300-359 960-969  
400-409 971-976  
610-619 981-989

and

- ICD9 Primary Diagnosis Code = 290 V40-V40.9  
293-302 V70.1  
306-319 V70.2  
V11-V11.2 V71.0-V71.09  
V11.8-V11.9 V79-V79.0  
V79.2-V79.9

**• Outpatient Hospital - Somatic Chemical Dependency Other**

- Claim Type = 2 or Y and

**12. OUTPATIENT HOSPITAL - REGULAR (Cont.)**

• **Outpatient Hospital - Somatic Chemical Dependency Other (Cont.)**

• Revenue Code =	110-114	200-204	515-519
	116-121	206-219	530-539
	123-124	230-231	621-622
	126-131	233-234	630-635
	133-134	239	700-719
	136-141	260-289	730-769
	143-144	360-399	790-799
	146-151	410-419	810-819
	153-154	450-511	890-899
	156-189	513	900-929
			940-949

and

• ICD9 Primary Diagnosis Code =	291-292	V11.3
	303-305	V79.1

• **Outpatient Hospital - Somatic Mental Health Other**

- Claim Type = 2 or Y and

• Revenue Code =	114	154
	116	156
	124	204
	126	513
	134	900-909
	136	910-919
	144	944
	146	945

or

## 12. OUTPATIENT HOSPITAL - REGULAR (Cont.)

### • Outpatient Hospital - Somatic Mental Health Other (Cont.)

- Claim Type = 2 or Y and

- Revenue Code =

110-111	200-203	621-622
113	206-219	630-635
117-121	230-231	700-719
123	233-234	730-769
127-131	239	790-799
133	260-289	810-819
137-141	360-399	890-899
143	410-419	920-929
147-151	450-511	940-943
153	515-519	946-949
157-189	530-539	

and

- ICD9 Primary Diagnosis Code =

290	V40-40.9
293-302	V70.1
306-319	V70.2
V11-V11.2	V71.0-V71.09
V11.8-V11.9	V79-V79.0
	V79.2-V79.9



### **13. AMBULATORY SURGERY CENTER**

- **Ambulatory Surgery Center - Maternity**

- TOS = H and
- ICD9 Code = 630-634.92  
640-676.94

- **Ambulatory Surgery Center - Other**

- TOS = H

NOTE: Exclude family planning (i.e., sterilizations) and abortions; they will be reported in those service categories.

## 14. DIALYSIS

- **Dialysis - Physician**

- CPT4 Code = 90935-90999

- **Dialysis - Outpatient Hospital**

- Claim Type = 2 or Y and
- Revenue Code =
  - 800
  - 801
  - 820-829
  - 830-839
  - 840-849
  - 850-859
  - 880-889

## 15. OTHER MEDICAL

- **Private Duty Nursing**

- CPT4 Code = 3000J  
4000J  
5000J  
6000J

or

- Provider Type = RN and
- HCPCS Code = 217EP  
236HV

- **Durable Medical Equipment & Supplies**

- Type of Service Code = A  
B  
C  
R

or

- Provider Type = MM or PH and

**15. OTHER MEDICAL (Cont.)**

**• Durable Medical Equipment & Supplies (Cont.)**

• HCPCS Code =	B4035	B4224	228HV
	B4036	B9998	229HV
	B4081	B9999	230HV
	B4082	201EP	231HV
	B4083	203EP	232HV
	B4084	206EP	233HV
	B4099	207EP	234HV
	B4150	208EP	235HV
	B4151	209EP	237HV
	B4152	211EP	238HV
	B4153	212EP	239HV
	B4154	213EP	240HV
	B4155	214EP	242HV
	B4156	215EP	243HV
	B4157	216EP	244HV
	B4220	226HV	999HV
	B4222	227HV	

**• Outpatient Hospital - DME & Supplies**

- Claim Type = 2 or Y and
- Revenue Code = 290-299

**• Hearing Aids & Batteries**

- HCPCS Code = V5299  
9922K

**• Hearing Services - Nonphysician**

- TOS = J and

**15. OTHER MEDICAL (Cont.)**

• **Hearing Services - Nonphysician (Cont.)**

- CPT4 Code = 92541-92547 92571-92572  
92551-92553 92576-92577  
92555-92557 92585  
92562-92569 92589  
92594-92595

or

- HCPCS Code = 9911K V5002 V5012  
V5000 V5003 V5016  
V5001 V5010 V5090

• **Maternity Management**

- HCPCS Code = 1000A  
1001A  
1002A  
1003A  
1004A  
1005A  
1006A  
1007A  
1008A

or

- Claim Type = 2 and
- Revenue Code = 569

## **16. PHYSICAL/OCCUPATIONAL THERAPY**

- **PT/OT - Outpatient Hospital**

- Claim Type = 2 or Y and
- Revenue Code = 420-429  
430-439

- **PT/OT - Nonphysician**

- Provider Type = OT  
PT

## **17. SPEECH-LANGUAGE PATHOLOGY**

- **Speech-Language Pathology - Outpatient Hospital**

- Claim Type = 2 or Y and
- Revenue Code = 440-449  
979

- **Speech-Language Pathology - Nonphysician**

- HCPCS Code =

5010K	5042K
5015K	5043K
5020K	5045K
5021K	5046K
5022K	5047K
5023K	5048K
5024K	5050K
5025K	5055K
5035K	5056K
5036K	5060K
5037K	5065K
5038K	V5321
5039K	V5322
5040K	V5335
5041K	V5336

## 18. RADIATION THERAPY

- **Outpatient Hospital - Therapeutic X-Ray**

- Claim Type = 2 or Y and
- Revenue Code = 330-339  
340  
342-349  
973  
974

- **Other - Therapeutic X-Ray**

- Claim Type = M or W and
- CPT4 Code = 77261-77799  
79000-79999

or

- Claim Type = M or W and
- HCPCS Code = M0080



## 19. SURGERY

NOTE: Exclude TOS = H

- CPT4 Code = 10000-19499  
20000-29909  
30000-39599  
40490-49999  
50010-55249  
55251-55449  
55451-58599  
58616-58981  
58984-58999  
60000-69979  
93501-93562

or

- HCPCS Code = M0101  
M0900  
M0910  
T6229

## 20. VISION CARE

- Vision Exams & Therapy

- Claim Type = M or W and
- ICD9 Diagnosis Code = 367-369.9  
V41.0  
V53.1  
V72.0

and

- CPT4 Code = 92002-92060  
92070-92287

or

- CPT4 Code = 92065 98682  
98317 98683  
98681 98685

- Vision Materials & Fitting

- CPT4 Code = 92310-92499

or

- HCPCS Code = 1777E  
1780E  
1785E  
2000E  
V2020-V2799

## 21. THERAPEUTIC ABORTION

- Therapeutic Abortion - Physician

- Claim Type = M and
- Type of Service is not equal to H and
- CPT4 Code = 59100  
59105  
59106  
59840-59852

or

- Claim Type = M and
- Type of Service is not equal to H and
- HCPCS Code = 100AB 202AB  
101AB 203AB  
102AB 204AB  
103AB 600AB  
104AB 8200T  
200AB 900AB  
201AB 9862A

or

- Claim Type = M and
- Type of Service is not equal to H and
- ICD9 Code = 635-638.9  
V617

## 21. THERAPEUTIC ABORTION (Cont.)

### • Therapeutic Abortion - Ambulatory Surgery Center

- Type of Service = H and
- CPT4 Code = 59100  
59105  
59106  
59840-59852

or

- Type of Service = H and
- HCPCS Code = 201AB 204AB  
202AB 9862A  
203AB

or

- Type of Service = H and
- ICD9 Code = 635-638.9  
Y617

### • Therapeutic Abortion - Outpatient Hospital Professional

- Claim Type = 2 and
- Revenue Code = 300-359 962-969  
400-409 971-976  
610-619 981-989  
960

**21. THERAPEUTIC ABORTION (Cont.)**

• **Therapeutic Abortion - Outpatient Hospital Professional (Cont.)**

and

- ICD9 Primary Diagnosis Code = 635-638.9  
V617

• **Therapeutic Abortion - Outpatient Hospital Other**

- Claim Type = 2 and

- Revenue Code =

110-111	206-219	621-622
113	230-231	630-635
117-121	233-234	700-719
123	239	730-769
127-131	250-259	790-799
137-141	260-289	810-819
143	360-399	890-899
147-151	410-419	920-929
153	450-511	940-943
157-189	515-519	946-949
200-203	530-539	

and

- ICD9 Primary Diagnosis Code = 635-638.9  
V617

**21. THERAPEUTIC ABORTION (Cont.)**

- **Therapeutic Abortion - Inpatient Hospital**

- Claim Type = I and

- ICD9 Primary Diagnosis Code = 635-638.9  
V617

## 22. FAMILY PLANNING

- **Family Planning - Physician**

- Claim Type = M or W and
- Type of Service is not equal to H and
- ICD9 Code = V25-V26.9

or

- HCPCS Code = 100FP  
200FP  
300FP  
400FP

- **Family Planning - Ambulatory Surgery Center**

- Type of Service = H and
- ICD9 Code = V25-V26.9

- **Family Planning - Outpatient Hospital Professional**

- Claim Type = 2 or Y and
- Family Planning Indicator = Y

**22. FAMILY PLANNING (Cont.)**

**• Family Planning - Outpatient Hospital Professional (Cont.)**

and

- Revenue Code = 300-359  
400-409  
610-619  
960  
962-969  
971-976  
981-989

or

- Claim Type = 2 or Y and
- ICD9 Primary Diagnosis Code = V25-V26.9

and

- Revenue Code = 300-359  
400-409  
610-619  
960  
962-969  
971-976  
981-089



## 22. FAMILY PLANNING (Cont.)

### • Family Planning - Outpatient Hospital Professional (Cont.)

NOTE: Use family planning percentage to determine the appropriate dollars to list on the record. If there is no percentage indicated and the primary diagnosis is family planning, allot 100% of the dollars to this category. If there is no percentage indicated and the primary diagnosis is not family planning, allot 0% of the dollars to this category. (If less than 100% of a claim's dollars are allocated to family planning, the remaining dollars (and utilization) should be allotted to the appropriate outpatient hospital service category.)

### • Family Planning - Outpatient Hospital Other

- Claim Type = 2 or Y and
- Family Planning Indicator = Y

and

• Revenue Code =	110-111	200-203	621-622
	113	206-219	630-635
	117-121	230-231	700-719
	123	233-234	730-769
	127-131	239	790-799
	133	260-289	810-819
	137-141	360-399	890-899
	143	410-419	920-929
	147-151	450-511	940-943
	153	515-519	946-949
	157-189	530-539	

or

- Claim Type = 2 or Y and

## 22. FAMILY PLANNING (Cont.)

- **Family Planning - Outpatient Hospital Other (Cont.)**

• Revenue Code =	110-111	200-203	621-622
	113	206-219	630-635
	117-121	230-231	700-719
	123	233-234	730-769
	127-131	239	790-799
	133	260-289	810-819
	137-141	360-399	890-899
	143	410-419	920-929
	147-151	450-511	940-943
	153	515-519	946-949
	157-189	530-539	

and

- ICD9 Primary Diagnosis Code = V25-V26.9

NOTE: Use family planning percentage to determine the appropriate dollars to list on the record. If there is no percentage indicated and the primary diagnosis is family planning, allot 100% of the dollars to this category. If there is no percentage indicated and the primary diagnosis is not family planning, allot 0% of the dollars to this category. (If less than 100% of a claim's dollars are allocated to family planning, the remaining dollars (and utilization) should be allotted to the appropriate outpatient hospital service category.)

- **Family Planning - Inpatient Hospital**

- Claim Type = I or X and
- Family Planning Indicator = Y

or

## **22. FAMILY PLANNING (Cont.)**

- **Family Planning - Inpatient Hospital (Cont.)**

- Claim Type = I or X and
- ICD9 Primary Diagnosis Code = V25-26.9

NOTE: Use family planning percentage to determine the appropriate dollars to list on the record. If there is no percentage indicated and the primary diagnosis is family planning, allot 100% of the dollars to this category. If there is no percentage indicated and the primary diagnosis is not family planning, allot 0% of the dollars to this category. If less than 100% of a claim's dollars are allocated to family planning, the remaining dollars (and utilization) should be allotted to the appropriate inpatient service category.

## **23. SCHOOL-BASED HEALTH SERVICES**

- HCPCS Code = RS110  
RS112  
RS114  
RS116  
RS118  
RS120

## 24. PERSONAL CARE

- Provide Type = IA and
- HCPCS Code = OA111

or

- Provider Type = RA or IA and
- HCPCS Code = ON111

## **25. TARGETED CASE MANAGEMENT**

### **Budget Issues:**

- **Babies First**
- **HIV**
- **Other**

## **26. EARLY INTERVENTION**

Budget Issue

## **CHEMICAL DEPENDENCY SERVICE CATEGORIES**

### **1CD. ASSESSMENT & EVALUATION**

- HCPCS Code = BA210 BA310 BA351  
BA211 BA311 BA356  
BA250 BA316  
BA251 BA350

### **2CD. CONSULTATION**

- HCPCS Code = BA216 BA318  
BA256 BA358

### **3CD. TREATMENT MONITORING**

- HCPCS Code = BA215 BA315 BA355  
BA255 BA317 BA357



#### **4CD. OUTPATIENT THERAPY - INDIVIDUAL**

- HCPCS Code =

BA212	BA257	BA354
BA214	BA312	BA359
BA217	BA314	
BA252	BA319	
BA254	BA352	

#### **5CD. OUTPATIENT THERAPY - GROUP**

- HCPCS Code =

BA213	BA313
BA253	BA353

#### **6CD. OUTPATIENT CPMS**

- CPMS Code =

64	74	90
65	75	91
69		

#### **7CD. OUTPATIENT SLIAG CPMS**

- CPMS Code =

164
165

**8CD. RESIDENTIAL - INTENSIVE**

- CPMS Code = 71

**9CD. RESIDENTIAL - REGULAR**

- CPMS Code = 61  
62

**10CD. DETOXIFICATION - NONHOSPITAL CPMS**

- CPMS Code = 63  
73

**11CD. OUTPATIENT PREVENTION**

- CPMS Code = 70

## **FCHP SERVICE CATEGORIES FOR CAPITATION RATES**

### **FCHP BASIC SERVICES:**

**Page**

#### **Physician - Basic**

2.	Anesthesia	2
14.	Physician - Dialysis	33
4.	Other - Diagnostic X-Ray	6
4.	Other - Lab	8
18.	Other - Therapeutic X-Ray	39
6.	Physician Consultations or Inpatient Visits	16
6.	Physician Emergency Room Visits	16
6.	Physician Home or Long-Term Care Facility Visits	13
6.	Physician Office or Other Outpatient Visits	12
6.	Physician Other	19
6.	Physician Well-Child Exams	16
6.	Preventive Medicine	14
19.	Surgery	40

#### **Physician - Maternity**

6.	Physician - Maternity	12
----	-----------------------	----

#### **Physician - Somatic Chemical Dependency**

6.	Physician Somatic Chemical Dependency Visits	17
----	--	----

**FCHP BASIC SERVICES: (Cont.)****Page****Physician - Somatic Mental Health**

- |    |  |    |
|----|--|----|
| 6. | Physician Somatic Mental Health Visits | 17 |
|----|--|----|

**Outpatient Hospital - Basic**

- |     |   |    |
|-----|---|----|
| 13. | Ambulatory Surgery Center - Other                             | 32 |
| 14. | Dialysis - Outpatient Hospital                                | 33 |
| 4.  | Outpatient Hospital - Diagnostic X-Ray                        | 6  |
| 15. | Outpatient Hospital - Durable Medical<br>Equipment & Supplies | 35 |
| 4.  | Outpatient Hospital - Lab                                     | 8  |
| 12. | Outpatient Hospital - Other (Includes Facility)               | 27 |
| 12. | Outpatient Hospital - Professional                            | 28 |
| 18. | Outpatient Hospital - Therapeutic X-Ray                       | 39 |
| 16. | PT/OT - Outpatient Hospital                                   | 37 |
| 17. | Speech-Language Pathology - Outpatient Hospital               | 38 |

**Outpatient Hospital - Maternity**

- |     |  |    |
|-----|--|----|
| 12. | Outpatient Hospital - Maternity Professional | 26 |
| 12. | Outpatient Hospital - Maternity Other        | 26 |

**Outpatient Hospital - Somatic Chemical Dependency**

- |     |   |    |
|-----|---|----|
| 12. | Outpatient Hospital - Somatic Chemical<br>Dependency Professional | 28 |
| 12. | Outpatient Hospital - Somatic Chemical Dependency Other           | 29 |

**FCHP BASIC SERVICES: (Cont.)**

**Page**

**Outpatient Hospital - Somatic Mental Health**

- |     |  |    |
|-----|--|----|
| 12. | Outpatient Hospital - Somatic Mental Health Professional | 29 |
| 12. | Outpatient Hospital - Somatic Mental Health Other        | 30 |

**Prescription Drugs - Basic**

- |    |  |   |
|----|--|---|
| 5. | Prescription Drugs - Basic                     | 9 |
| 5. | Prescription Drugs - Outpatient Hospital Basic | 9 |

**Inpatient Hospital - Basic**

- |     |                                  |    |
|-----|----------------------------------|----|
| 11. | Inpatient Hospital - Med/Surg    | 25 |
| 9.  | Inpatient Hospital - Acute Detox | 23 |

**Inpatient Hospital - Extended Care**

- |     |                  |    |
|-----|------------------|----|
| 10. | Nursing Facility | 24 |
|-----|------------------|----|

**Inpatient Hospital - Maternity, Newborn & Neonatal ICU**

- |     |                                |    |
|-----|--------------------------------|----|
| 11. | Inpatient Hospital - Maternity | 25 |
| 11. | Inpatient Hospital - Newborn   | 25 |

**FCHP BASIC SERVICES: (Cont.)**

**Page**

**DME and Medical Supplies**

- |     |                                      |    |
|-----|--------------------------------------|----|
| 15. | Durable Medical Equipment & Supplies | 34 |
|-----|--------------------------------------|----|

**Home Health/Private Duty Nursing**

- |     |                      |    |
|-----|----------------------|----|
| 7.  | Home Health          | 21 |
| 15. | Private Duty Nursing | 34 |

**PT/OT Nonphysician**

- |     |                      |    |
|-----|----------------------|----|
| 16. | PT/OT - Nonphysician | 37 |
|-----|----------------------|----|

**Speech-Language Pathology - Nonphysician**

- |     |  |    |
|-----|--|----|
| 17. | Speech-Language Pathology - Nonphysician | 38 |
|-----|--|----|

**Transportation - Ambulance**

- |    |                            |   |
|----|----------------------------|---|
| 1. | Transportation - Ambulance | 1 |
|----|----------------------------|---|

**FCHP OPTIONAL SERVICES:****Page****Dental**

3.	Dental - General Criteria	3
3.	Dental - Diagnostic	3
3.	Dental - Endodontics	3
3.	Dental - Preventive	3
3.	Dental - Restorative	3
3.	Dental - Periodontics	4
3.	Dental - Pros Removable	4
3.	Dental - Maxillofacial Pros	4
3.	Dental - Pros Fixed	4
3.	Dental - Oral Surgery	4
3.	Dental - Orthodontics	4
3.	Dental - General	5

**Hearing Aids, Batteries, Nonphysician Services**

15.	Hearing Aids & Batteries	35
15.	Hearing Services - Nonphysician	35

**Inpatient Hospital - Acute Care Hospital Mental Health**

9.	Inpatient Hospital - Acute Care Hospital Mental Health	23
----	--	----

**Inpatient Hospital - Family Planning**

22.	Family Planning - Inpatient Hospital	49
-----	--------------------------------------	----

**FCHP OPTIONAL SERVICES: (Cont.)**

**Page**

**Inpatient Hospital - Therapeutic Abortion**

- |     |   |    |
|-----|---|----|
| 21. | Therapeutic Abortion - Inpatient Hospital | 45 |
|-----|---|----|

**Maternity Management**

- |     |                      |    |
|-----|----------------------|----|
| 15. | Maternity Management | 36 |
|-----|----------------------|----|

**Outpatient Hospital - Family Planning**

- |     |  |       |
|-----|--|-------|
| 22. | Family Planning - Outpatient Hospital Professional | 46-48 |
| 22. | Family Planning - Outpatient Hospital Other        | 48    |

**Outpatient Hospital - Therapeutic Abortion**

- |     |   |    |
|-----|---|----|
| 21. | Therapeutic Abortion - Outpatient Hospital Professional | 43 |
| 21. | Therapeutic Abortion - Outpatient Hospital Other        | 44 |

**Physician - Family Planning**

- |     |                             |    |
|-----|-----------------------------|----|
| 22. | Family Planning - Physician | 46 |
|-----|-----------------------------|----|

**Physician - Therapeutic Abortion**

- |     |                                  |    |
|-----|----------------------------------|----|
| 21. | Therapeutic Abortion - Physician | 42 |
|-----|----------------------------------|----|



**FCHP OPTIONAL SERVICES: (Cont.)**

**Page**

**Prescription Drugs - Family Planning**

- |    |  |    |
|----|--|----|
| 5. | Prescription Drugs - Family Planning                     | 9  |
| 5. | Prescription Drugs - Outpatient Hospital Family Planning | 10 |

**Prescription Drugs - Mental Health and Chemical Dependency**

- |    |  |    |
|----|--|----|
| 5. | Prescription Drugs - Mental Health/Chemical Dependency                         | 11 |
| 5. | Prescription Drugs - Outpatient Hospital Mental Health/<br>Chemical Dependency | 11 |

**Transportation - Other**

- |    |                        |   |
|----|------------------------|---|
| 1. | Transportation - Other | 1 |
|----|------------------------|---|

**Vision Exams, Therapy, Materials**

- |     |                            |    |
|-----|----------------------------|----|
| 20. | Vision Exams & Therapy     | 41 |
| 20. | Vision Materials & Fitting | 41 |

## PCO SERVICE CATEGORIES FOR CAPITATION RATES

### PCO BASIC SERVICES:

Page

#### Physician - Basic

2.	Anesthesia	2
14.	Physician - Dialysis	32
4.	Other - Diagnostic X-Ray	6
4.	Other - Lab	8
18.	Other - Therapeutic X-Ray	38
6.	Physician Consultations or Inpatient Visits	16
6.	Physician Emergency Room Visits	16
6.	Physician Home or Long-Term Care Facility Visits	13
6.	Physician Office or Other Outpatient Visits	12
6.	Physician Other	19
6.	Physician Well-Child Exams	15
6.	Preventive Medicine	14
19.	Surgery	39

#### Physician - Maternity

6.	Physician - Maternity	12
----	-----------------------	----

#### Physician - Somatic Chemical Dependency

6.	Physician Somatic Chemical Dependency Visits	17
----	--	----

**PCO BASIC SERVICES: (Cont.)**

**Page**

**Physician - Somatic Mental Health**

- |    |  |    |
|----|--|----|
| 6. | Physician Somatic Mental Health Visits | 17 |
|----|--|----|

**Outpatient Hospital - Professional, Lab, X-Ray**

- |     |   |    |
|-----|---|----|
| 4.  | Outpatient Hospital - Diagnostic X-Ray  | 6  |
| 4.  | Outpatient Hospital - Lab               | 8  |
| 12. | Outpatient Hospital - Professional      | 28 |
| 18. | Outpatient Hospital - Therapeutic X-Ray | 39 |

**Outpatient Hospital - Maternity Professional**

- |     |  |    |
|-----|--|----|
| 12. | Outpatient Hospital - Maternity Professional | 26 |
|-----|--|----|

**Outpatient Hospital - Somatic Chemical Dependency Professional**

- |     |  |    |
|-----|--|----|
| 12. | Outpatient Hospital - Somatic Chemical Dependency Professional | 28 |
|-----|--|----|

**Outpatient Hospital - Somatic Mental Health Professional**

- |     |  |    |
|-----|--|----|
| 12. | Outpatient Hospital - Somatic Mental Health Professional | 29 |
|-----|--|----|

**PCO OPTIONAL SERVICES:**

**Page**

**Dental**

3.	Dental - General Criteria	3
3.	Dental - Diagnostic	3
3.	Dental - Endodontics	3
3.	Dental - Preventive	3
3.	Dental - Restorative	3
3.	Dental - Periodontics	4
3.	Dental - Pros Removable	4
3.	Dental - Maxillofacial Pros	4
3.	Dental - Pros Fixed	4
3.	Dental - Oral Surgery	4
3.	Dental - Orthodontics	4
3.	Dental - General	5

**Maternity Management**

15.	Maternity Management	36
-----	----------------------	----

**Outpatient Hospital - Family Planning Other (Includes Facility)**

22.	Family Planning - Outpatient Hospital Other	48
-----	---	----

**Outpatient Hospital - Family Planning Professional**

22.	Family Planning - Outpatient Hospital Professional	46
-----	--	----

**PCO OPTIONAL SERVICES: (Cont.)**

**Page**

**Outpatient Hospital - Maternity Other (Includes Facility)**

- |     |                                       |       |
|-----|---------------------------------------|-------|
| 12. | Outpatient Hospital - Maternity Other | 26-27 |
|-----|---------------------------------------|-------|

**Outpatient Hospital - Other (Includes Facility)**

- |     |   |    |
|-----|---|----|
| 12. | Outpatient Hospital - Other (Includes Facility) | 27 |
|-----|---|----|

**Outpatient Hospital - Somatic Chemical Dependency Other (Includes Facility)**

- |     |   |    |
|-----|---|----|
| 12. | Outpatient Hospital - Somatic Chemical Dependency Other | 29 |
|-----|---|----|

**Outpatient Hospital - Somatic Mental Health Other (Includes Facility)**

- |     |   |       |
|-----|---|-------|
| 12. | Outpatient Hospital - Somatic Mental Health Other | 30-31 |
|-----|---|-------|

**Outpatient Hospital - Therapeutic Abortion Other (Includes Facility)**

- |     |  |    |
|-----|--|----|
| 21. | Therapeutic Abortion - Outpatient Hospital Other | 44 |
|-----|--|----|

**Outpatient Hospital - Therapeutic Abortion Professional**

- |     |   |       |
|-----|---|-------|
| 21. | Therapeutic Abortion - Outpatient Hospital Professional | 43-44 |
|-----|---|-------|

**PCO OPTIONAL SERVICES: (Cont.)**

**PT/OT - Nonphysician and Outpatient Hospital**

- |     |                             |    |
|-----|-----------------------------|----|
| 16. | PT/OT - Outpatient Hospital | 37 |
| 16. | PT/OT - Nonphysician        | 37 |

**Physician - Family Planning**

- |     |                             |    |
|-----|-----------------------------|----|
| 22. | Family Planning - Physician | 46 |
|-----|-----------------------------|----|

**Physician - Therapeutic Abortion**

- |     |                                  |    |
|-----|----------------------------------|----|
| 21. | Therapeutic Abortion - Physician | 42 |
|-----|----------------------------------|----|

**Prescription Drugs - Basic**

- |    |  |   |
|----|--|---|
| 5. | Prescription Drugs - Basic                     | 9 |
| 5. | Prescription Drugs - Outpatient Hospital Basic | 9 |

**Prescription Drugs - Family Planning**

- |    |  |    |
|----|--|----|
| 5. | Prescription Drugs - Family Planning                     | 9  |
| 5. | Prescription Drugs - Outpatient Hospital Family Planning | 10 |

**PCO OPTIONAL SERVICES: (Cont.)**

**Prescription Drugs - Mental Health and Chemical Dependency**

- |    |  |    |
|----|--|----|
| 5. | Prescription Drugs - Mental Health/Chemical Dependency                         | 11 |
| 5. | Prescription Drugs - Outpatient Hospital Mental Health/<br>Chemical Dependency | 11 |

**Speech-Language Pathology - Nonphysician and Outpatient Hospital**

- |     |   |    |
|-----|---|----|
| 17. | Speech-Language Pathology - Outpatient Hospital | 38 |
| 17. | Speech-Language Pathology - Nonphysician        | 38 |

**Transportation - Ambulance**

- |    |                            |   |
|----|----------------------------|---|
| 1. | Transportation - Ambulance | 1 |
|----|----------------------------|---|

**Transportation - Other**

- |    |                        |   |
|----|------------------------|---|
| 1. | Transportation - Other | 1 |
|----|------------------------|---|

**Vision Exams, Therapy, Materials**

- |     |                            |    |
|-----|----------------------------|----|
| 20. | Vision Exams & Therapy     | 41 |
| 20. | Vision Materials & Fitting | 41 |

## DCO SERVICE CATEGORIES FOR CAPITATION RATES

### DCO SERVICES:

Page

#### Dental

3.	Dental - General Criteria	3
3.	Dental - Diagnostic	3
3.	Dental - Endodontics	3
3.	Dental - Preventive	3
3.	Dental - Restorative	3
3.	Dental - Periodontics	4
3.	Dental - Pros Removable	4
3.	Dental - Maxillofacial Pros	4
3.	Dental - Pros Fixed	4
3.	Dental - Oral Surgery	4
3.	Dental - Orthodontics	4
3.	Dental - General	5



## CLAIM TYPE CODES

2	Outpatient Hospital
I	Inpatient Hospital
L	Dental
M	Professional Medical
N	Nursing Home
W	Professional Medical - Medicare Crossover
X	Inpatient Hospital - Medicare Crossover
Y	Outpatient Hospital - Medicare Crossover

## **FAMILY PLANNING INDICATOR CODES**

**Y = Yes**

## LEVEL OF CARE CODES

NH = Skilled Nursing Care  
NHH = Skilled Nursing Care - Heavy Cost

## OBJECT CLASS CODES

4	Drugs
5	Dental

## PROVIDER TYPE CODES

AA	Air Ambulance
AM	Ambulance
CR	Rural Health Clinic/Federally Qualified Health Center
DC	Chiropractor
DM	Dentist
DS	Podiatrist
HH	Home Health Agency
IA	In-Home Agency Provider
IH	Indian Health Clinic
MC	Mental Health Clinic
MD	Physician
MM	Miscellaneous Medical Services
ND	Naturopath
NP	Nurse Practitioner
OT	Occupational Therapist
PB	Public Clinic
PH	Pharmacy
PT	Physical Therapist
RA	Personal Care - RN
RN	Private Duty Nurse

## **THERAPEUTIC CLASS CODES**

- 7 Ataractics - Tranquilizers
- 11 Psychostimulants - Antidepressants
- 36 Topical Contraceptives
- 63 Oral Contraceptives

## TYPE OF SERVICE CODES

- 7 Anesthesia
- A DME/Supplies - Purchase
- B DME/Supplies - Rental
- C DME/Supplies - Repair
- H Ambulatory Surgery Center
- J Speech/Hearing
- R DME/Supplies - Replacement
- Z Medicare Crossover

MEETING DATE: \_\_\_\_\_

DEC 16 1993

AGENDA NO: \_\_\_\_\_

R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with the Office of Medical Assistance Programs (OMAP)

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH DIVISION: \_\_\_\_\_

CONTACT: Fronk TELEPHONE #: 4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of intergovernmental agreement with the state's Office of Medical Assistance Programs (OMAP) in which the Health Department acts as a Dental Care Organization (DCO) to provide members of OMAP's OREGON HEALTH PLAN with prepaid dental services on a capitated basis.

12/17/93 originals to Jim Kennedy  
(picked up)

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Billi Olegaid

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

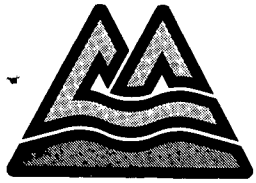
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 DEC - 7 AM 11:41  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

TO: Beverly Stein, Multnomah County Chair  
FROM: Bill Odegaard  
REQUESTED PLACEMENT DATE: December 9, 1993  
DATE: November 22, 1993  
SUBJECT: Agreement with the Office of Medical Assistance Programs (OMAP)

- I. Recommendation/Action Requested: The Health Department requests Board approval of this agreement with the Office of Medical Assistance Programs for the period February 1, 1994, through September 30, 1994.
- II. Background/Analysis: The State Department of Human Resources Office of medical Assistance Programs (OMAP) desires to contract with Multnomah County, a Dental Care Organization, to provide members of OMAP's OREGON HEALTH PLAN with prepaid dental services on a capitated basis.
- III. Financial Impact: County will receive a monthly capitation payment on each OMAP member beginning with the date of enrollment.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continued cooperation with other governmental entities to provide health care to the public.
- VII. Citizens Participation: None
- VIII. Other Government Participation: OMAP is a division of the Oregon Department of Human Resources.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201104

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>R-13</u> DATE <u>12/16/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b> <b>REVENUE</b>

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_  
 Contract Originator Brame Phone x2670 Bldg/Room 160/2  
 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7  
 Description of Contract Provide OMAP's Oregon Health Plan members with dental care.

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

Contractor Name <u>Office of Medical Assistance</u> Mailing Address <u>500 Summer Street NE</u> <u>Salem, Oregon 97310-1014</u> Phone <u>(503) 378-2263</u> Employer ID# or SS# _____ Effective Date <u>February 1, 1994</u> Termination Date <u>September 30, 1994</u> Original Contract Amount \$ <u>Requirements</u> Total Amount of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	Programs _____ Remittance Address _____ (If Different) _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements contract - Requisition required. Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____
--	---

**REQUIRED SIGNATURES:**

Department Manager Belle Odegaard  
 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 12/1/93  
 Date \_\_\_\_\_  
 Date 12.6.93  
 Date December 16, 1993  
 Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	015	0810			2600		0316	DCO	Requirements		
02.						new						
03.						2602						
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

---

# Oregon

DEPARTMENT OF

HUMAN RESOURCES

Human Resources Building

OFFICE OF MEDICAL  
ASSISTANCE  
PROGRAMS

**OREGON HEALTH PLAN**

**DENTAL CARE ORGANIZATION**  
**AGREEMENT 30485**

**WITH**

**MULTICARE DENTAL**

**FEBRUARY 1, 1994**



Barbara Roberts  
Governor

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

# TABLE OF CONTENTS

## PART I

INTRODUCTION .....	1
1. STATUS OF CONTRACTOR .....	1
Service Area .....	1
Status of Contractor .....	1
Enrollment Limits .....	1
2. TERM AND APPROVAL .....	1
3. STATEMENT OF WORK .....	2
Capitated Services .....	3
Emergency Services .....	4
Preventive Care Services .....	5
Triage Services .....	5
Medical Case Managed Services .....	5
Encounter Data .....	5
4. COVERED SERVICES .....	5
5. CONSIDERATION .....	6
Timing of Payments .....	7
Settlement of Accounts .....	8
6. TAX COMPLIANCE .....	8
7. TRUTH IN LOBBYING ACT CERTIFICATION .....	8
8. ORGANIZATION OF THIS AGREEMENT .....	9
9. MERGER .....	9
10. CONTRACTOR INFORMATION .....	10
11. SIGNATURES .....	10

## PART II

1.	INTERPRETATION/ADMINISTRATION OF AGREEMENT . . . . .	12
2.	PREPAID HEALTH PLAN ADMINISTRATIVE RULES . . . . .	12
3.	IDENTIFICATION CARDS . . . . .	12
4.	ENROLLMENT/DISENROLLMENT . . . . .	13
5.	THIRD PARTY RESOURCES . . . . .	15
6.	SUBCONTRACTS/ASSIGNMENTS . . . . .	15
7.	ACCESS TO RECORDS AND FACILITIES . . . . .	16
8.	PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION . . . . .	17
9.	MARKETING . . . . .	17
10.	OWNERSHIP . . . . .	18
11.	AMENDMENTS . . . . .	18
12.	TERMINATION . . . . .	18
13.	NON-DISCRIMINATION . . . . .	20
14.	FUNDS AVAILABLE AND AUTHORIZED . . . . .	20
15.	DUAL PAYMENT . . . . .	20
16.	TORT CLAIMS . . . . .	20
17.	GOVERNMENT STATUS . . . . .	20
18.	WORKER'S COMPENSATION COVERAGE . . . . .	21
19.	SUCCESSORS IN INTEREST . . . . .	21
20.	MISCELLANEOUS FEDERAL REQUIREMENTS . . . . .	21
21.	COMPLIANCE WITH STATE LAWS . . . . .	22
22.	FORCE MAJEURE . . . . .	24
23.	HEADINGS/CAPTIONS . . . . .	24
24.	CONTROLLING STATE LAW/VENUE . . . . .	24

25.	SEVERABILITY . . . . .	24
26.	WAIVER . . . . .	25
27.	NOTICES . . . . .	25
28.	DEFINITIONS . . . . .	25
EXHIBIT A . . . . .		A1
	Solvency Plan	
EXHIBIT B . . . . .		B1
	Capitation Payment Calculations	
EXHIBIT C . . . . .		C1
	Encounter Claim Minimum Data Set Requirements	
ATTACHMENT 1		
	Service Categories for Per Capita Costs	

## **PART I**

## PROVIDER SERVICES AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs, hereinafter referred to as OMAP, and

Multnomah County  
DBA Multicare Dental  
426 SW Stark, 8th Floor  
Portland, Oregon 97204

hereinafter referred to as Contractor.

### 1. STATUS OF CONTRACTOR

Contractor is a Governmental Agency which is a Dental Care Organization (DCO).

Contractor's designated Service Area is Multnomah County.

Contractor's maximum enrollment limit is 20,000 for Multnomah County only.

Contractor's total maximum enrollment limit for all service areas is 20,000 under this Agreement.

If Contractor meets the definition of a Health Services Contractor in ORS 750.005(2), Contractor shall not provide prepaid health services on a capitated basis to any persons other than OMAP Members, unless Contractor meets all statutory and regulatory requirements as a Health Care Services Contractor under ORS Chapter 750.

### 2. TERM AND APPROVAL

This Agreement shall become effective on February 1, 1994 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through September 30, 1994. No work may be performed under this Agreement prior to its effective date.

This Agreement may be renewed or extended. In the case of renewal of this Agreement, OMAP shall give Contractor not less than 60 days notice or other mutually agreed upon notice of the desire to renew prior to the renewal date. In order for renewal or extension to be effective, the renewal Agreement or extension must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties prior to the expiration of this Agreement or any extension thereof.



### 3. STATEMENT OF WORK

#### A. Subject to the provisions of this Section and Section 4, COVERED SERVICES, Contractor shall:

- (1) Ensure provision of Medically Appropriate Covered Services consistent with OAR 410-141-120, including Emergency Services and preventive care services, in all those categories listed below as Mandatory and in those Optional categories that are listed below (hereinafter referred to as Capitated Services) for all OMAP Members:

##### DCO Mandatory

##### Dental

- (2) Ensure provision of Triage Services for Emergency and Urgent Capitated and Medical Case Managed Services for all OMAP Members on a 24-hour, 7-day-a-week basis consistent with OAR 410-141-140, OHP Prepaid Health Plan Emergency and Urgent Care Medical Services.
- (3) Ensure provision of Medical Case Managed Services as described in Part I, Section 3I, below, for all OMAP Members consistent with OAR 410-141-160, OHP Prepaid Health Plan Continuity of Care.
- (4) Ensure maintenance of a medical and/or dental recordkeeping system adequate to fully disclose and document the medical condition of the OMAP Member and the extent of Medical Case Managed and Capitated Services received by OMAP Members consistent with OAR 410-141-180, OHP Prepaid Health Plan Medical Recordkeeping.
- (5) Maintain an internal quality assurance program based on written policies, standards and procedures that are in accordance with accepted medical and/or dental practices and with accepted professional standards consistent with OAR 410-141-200, OHP Prepaid Health Plan Quality Assurance System. The internal quality assurance program shall be consistent with the applicable utilization control requirements set forth in 42 CFR Part 456.
- (6) Ensure that Capitated Services and Medical Case Managed Services are accessible to OMAP Members. Contractor shall not discriminate between OMAP Members and non-OMAP members consistent with OAR 410-141-220, OHP Prepaid Health Plan Accessibility.
- (7) Have written procedures for accepting, processing and responding to all complaints and grievances from OMAP Members consistent with OAR 410-141-260, OHP Prepaid Health Plan Complaint Procedures.

- (8) Develop informational materials for potential OMAP Members consistent with OAR 410-141-280, OHP Prepaid Health Plan Informational Requirements.
  - (9) Have an ongoing process of OMAP Member education and information sharing which includes orientation to Contractor, health education and appropriate use of emergency facilities and urgent care consistent with OAR 410-141-300, OHP Prepaid Health Plan Member Education.
  - (10) Ensure that OMAP Members are treated with the same dignity and respect as non-OMAP members or other patients who receive services from Contractor and its subcontractors and ensure that OMAP Members have rights consistent with OAR 410-141-320, OHP Member Rights and Responsibilities.
  - (11) Maintain sound financial management and generate periodic financial reports and make them available to OMAP consistent with OAR 410-141-340, OHP Prepaid Health Plan Financial Solvency.
- B. Contractor shall maintain protections against insolvency, as specified in the Solvency Plan, which is attached hereto as EXHIBIT A, Solvency Plan, and by this reference incorporated herein. If any of the elements of the Solvency Plan are eliminated, changed or modified in any manner, Contractor shall immediately notify OMAP. Failure to maintain adequate financial solvency, including solvency protections specified in the Solvency Plan, shall be grounds for termination or modification of this Agreement, at OMAP's sole discretion.
- C. Contractor shall ensure provision of the categories of services as indicated in Subsection 3.A(1) of this Agreement as defined in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, which by this reference is incorporated herein as Attachment 1.
- D. Contractor may perform the above work directly or, subject to the provisions of Part II, Section 6, SUBCONTRACTS/ASSIGNMENTS, through subcontracts or other arrangements with other providers. Regardless of the means utilized by Contractor to perform such work, Contractor shall remain responsible for its timely and effective performance.
- E. Capitated Services
- (1) Contractor's responsibility to provide Capitated Services under Part I, Section 3A(1) of this Agreement is limited to those services that are authorized by Contractor. However, Contractor shall not deny authorization for Capitated Services except as Medically Appropriate, unless the OMAP Member is out of Contractor's Service Area. When the OMAP Member is out of Contractor's Service Area, Contractor may refuse to provide Capitated Services, except for Emergency Services.

- (2) Whenever Contractor or Contractor's participating providers do not directly provide any Capitated Services authorized by Contractor, including Emergency Services, Contractor shall, within the limits of the stop-loss protection obtained from OMAP, if any, pay the provider(s), as necessary, to ensure that neither OMAP nor the OMAP Member receiving such services shall be liable for any costs or charges therefor.

F. Emergency Services

- (1) Contractor's obligation to pay for Emergency Services under Part I, Section 3A(1) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to Covered Services provided by an appropriate source that are needed immediately or appear to be needed immediately because of an injury or sudden illness and the time required to reach Contractor or its subcontractor (or alternatives authorized by Contractor) would have meant risk of permanent damage to the OMAP Member's health. Medically Appropriate Capitated Services following the provision of Emergency Services are considered to be Emergency Services as long as transfer of the OMAP Member to Contractor or its subcontractor or designated alternative is precluded because of risk to the OMAP Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. Contractor is responsible for Medically Appropriate transportation to transfer the OMAP Member to Contractor's care when it can be done without medically harmful consequences. (See OAR 410-123-1060, Definition of Terms, for additional information as it applies to dental services.)
- (2) Contractor has no obligation to pay for Emergency Services unless the provider of such services submits a bill to Contractor within 12 months of the date service was provided.
- (3) If Contractor has a reasonable basis to believe that any Capitated Services that are claimed to be Emergency Services were not in fact Emergency Services, Contractor may deny payment for such services, provided that, within 90 calendar days of receipt of a claim for payment, Contractor notifies:
  - (a) The provider of such services of the decision to deny payment, the basis for that decision, and the provider's right to contest that decision by requesting an OMAP hearing within 30 calendar days pursuant to OMAP rules.
  - (b) The OMAP Member of the decision to deny payment, the basis for that decision, and the OMAP Member's right to contest that decision by requesting an OMAP hearing within 45 calendar days pursuant to OMAP rules.

Contractor shall comply with and implement any OMAP hearing decision, subject

to any further rights to appeal.

G. Preventive Care Services

Contractor shall provide Preventive Care Services for OMAP Members in compliance with OAR 410-141-520, Prioritized List of Health Services. Screening and counseling content is based on age and risk factors determined by a comprehensive patient history. All necessary diagnosis and treatment services identified as a result of such screening must be provided by Contractor to the extent such services are Capitated Services. To the extent such services are not Capitated Services, but are Medical Case Managed Services, Contractor must refer the OMAP Member to an appropriate provider and manage and coordinate the services.

For Preventive Care Services provided through any subcontractors (such as Federally Qualified Health Centers, Rural Health Clinics and County Health Departments), Contractor shall ensure that all services provided to OMAP Members are reported to Contractor and are subject to Contractor's Medical Case Management and recordkeeping responsibilities.

H. Triage Services

Contractor's obligation to pay for Triage Services under Part I, Section 3A(2) of this Agreement that are received from providers other than Contractor or its subcontractors is limited to services that could not be obtained from Contractor or its subcontractors.

I. Medical Case Managed Services

Contractor shall coordinate and manage all capitated dental services.

J. Encounter Data

Contractor shall provide OMAP with Encounter Data pursuant to EXHIBIT C, Encounter Claim Minimum Data Set Requirements and Penalties, which is attached hereto and by this reference incorporated herein.

4. **COVERED SERVICES**

A. Contractor shall have no responsibility under this Agreement to provide or to manage health care and services for OMAP Members unless such services are Covered Services that are Capitated Services or Case Managed Services. Covered Services are those Medically Appropriate services specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, which shall include:

- (1) Diagnostic services.

- (2) Treatment, including ancillary services, that is included in or supports the condition/treatment pairs on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, to the extent such condition/treatment pairs are funded by the Legislative Assembly. At the time this Agreement is signed, the Legislative Assembly has funded the condition/treatment pairs included in Lines 1 through 565 of the prioritized list of health services.
  - (3) Such treatment, including ancillary services, that is specifically approved by OMAP in accordance with OAR 410-141-520 for condition/treatment pairs that are not included in lines 1 through 565 of the prioritized list of health services.
- B. Pursuant to State Law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected by OMAP in a duly promulgated amendment to OAR 410-141-520. If OAR 410-141-520 is amended at any time during the term of this Agreement, OMAP shall notify Contractor within 30 days of the effective date of the rule change. The rule, as amended, shall be binding upon Contractor as of its effective date, without need for any amendment to this Agreement.

OMAP's notice to Contractor shall be sent by certified mail, and entitled "Oregon Health Plan Notice of Change in the Prioritized List of Health Services, dated (date of notice)."

## 5. CONSIDERATION

- A. In consideration of all work to be performed by Contractor under this Agreement, OMAP shall pay Contractor:

- (1) A monthly Capitation Payment for each OMAP Member, beginning with the date of enrollment and ending with the date of disenrollment, or the date the cost of Capitated Services provided to the OMAP Member reaches the deductible of the stop-loss protection provided by OMAP, if any, whichever is earlier. Where the date of enrollment or disenrollment is during mid-month, the Capitation Payment may be prorated.

(a) Service Area: Multnomah County only	
\$ 14.77	for OHP Eligibles
\$ 21.39	for PLM Adults
\$ 2.39	for PLM Children
\$ 20.38	for GA Recipients

The above Capitation Payments are calculated according to EXHIBIT B, Calculation of Payments, which is attached hereto and by this reference incorporated herein.

- B. The consideration listed in section A above is the total consideration payable to Contractor for all work under this Agreement.

C. The Capitation Payment may be changed by amendment to this Agreement pursuant to Part II, section 11 of this Agreement, except that changes in response to revisions in the prioritized list of health services by the Health Services Commission that would have an actuarial impact on Contractor's projected costs greater than 1% or in response to action by the Oregon Legislative Assembly shall be made as follows:

- (1) OMAP shall notify Contractor within 14 days of any changes by the Health Services Commission or the Legislative Assembly that will necessitate a change in the Capitation Payment.
- (2) OMAP shall prepare and provide to Contractor an amendment to the Agreement. The new Capitation Payment under such amendment shall take effect no earlier than 30 days from the date the amendment is mailed or delivered to Contractor and, in the case of changes resulting from legislative action, no earlier than 60 days following final legislative action.
- (3) Contractor shall sign any such amendment within 10 working days of receipt of the amendment, or such later date as OMAP may specify. If Contractor fails to sign the amendment within such time period, OMAP may, at its sole discretion, terminate this Agreement effective on the proposed effective date of the amendment or such later date as OMAP may specify.

Any changes in the Capitation Payment shall take effect on the first of a month.

D. Timing of Payments

OMAP shall make Capitation Payments to Contractor by the 10th day of the month to which such payments are applicable. Such payment shall be accompanied by a remittance advice. OMAP shall also send Contractor an enrollment listing by the 5th of the month. If Contractor believes that there are any errors in the remittance advice and enrollment listing, Contractor shall notify OMAP by submitting an adjustment request.

OMAP shall make retroactive Capitation Payments to Contractor for newborns and any OMAP Members erroneously omitted from the enrollment listing. Such payments shall be made to Contractor by the 10th day of the month after OMAP processes the error.

All fee-for-service claims must be billed by Contractor, its subcontractor, or its participating providers, all of which must be enrolled with OMAP in order to receive payment. Contractor shall not submit to OMAP any fee-for-service claims for any Capitated Services provided to OMAP Members except when Contractor has purchased OMAP stop-loss protection and the OMAP Member's cost of care is beyond Contractor's stop-loss deductible described in Part I, section 1.

Contractor may submit fee-for-service claims for Covered Services provided to an OMAP Member that are not Capitated Services, or for any health care or services provided to OMAP Recipients who are not enrolled with Contractor or with another

contractor when such services are provided. Billing and payment of all fee-for-service claims shall be pursuant to and under OMAP rules.

E. Settlement of Accounts

If an OMAP Member is disenrolled, or if the OMAP Member's stop-loss deductible has been reached, OMAP may recoup or Contractor shall refund to OMAP any Capitation Payments received for the OMAP Member for any period after such date. Where such date occurs during mid-month, the Capitation Payment for that month shall be prorated.

OMAP shall have no obligation to make any payments to Contractor for any period(s) during which Contractor substantially fails to carry out the terms of this Agreement. Any payments received by Contractor from OMAP for such periods, and any other payments received by Contractor from OMAP to which Contractor is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Contractor in accordance with OAR 410-120-740, or as otherwise permitted by law.

6. **TAX COMPLIANCE**

By execution of this Agreement, 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).

7. **TRUTH IN LOBBYING ACT CERTIFICATION**

A. Contractor certifies, to the best of Contractor's knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of 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.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) Contractor 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.
  - (4) Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify OMAP for any damages suffered by OMAP as a result of Contractor's failure to comply with the terms of this certification.
- B. 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.

## 8. ORGANIZATION OF THIS AGREEMENT

This Agreement is in two parts, which together with the OMAP Rules cited therein and EXHIBITS A, B, and C, and Attachment 1 constitute the entirety of the Agreement.

## 9. 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 SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. 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 THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



## 10. CONTRACTOR INFORMATION

Multnomah County  
DBA Multicare Dental  
426 SW Stark, 8th Floor  
Portland, OR 97204

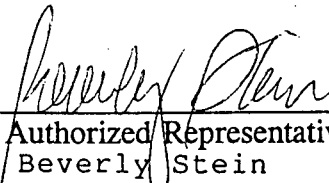
FEDERAL TAX I.D. #: 93-6002309

## 11. SIGNATURES

## CONTRACTOR

STATE OF OREGON  
OFFICE OF MEDICAL ASSISTANCE  
PROGRAMS  
500 Summer St., N.E.  
Salem, Oregon 97310-1040

By

  
Authorized Representative  
Beverly Stein

By

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

Title Multnomah County Chair

Date December 16, 1993

Date \_\_\_\_\_

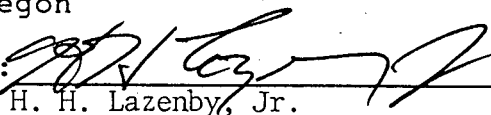
Reviewed by OMAP Contracts Manager:

## REVIEWED:

LAURENCE B. KRESSEL, County  
Counsel for Multnomah County,  
Oregon

Reviewed by OMAP Managed Care Program  
Manager:

By:

  
H. H. Lazenby, Jr.

Date: 12.6.93

Reviewed by OMAP Asst. Director:

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-13 DATE 12/16/93  
DEB BOGSTAD  
BOARD CLERK

Approved as to Legal Sufficiency:

\_\_\_\_\_  
Assistant Attorney General

## **PART II**

## 1. INTERPRETATION/ADMINISTRATION OF AGREEMENT

- A. OMAP may adopt reasonable and lawful policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. In interpreting this Agreement, its terms and conditions shall be construed as much as possible to be complementary, giving preference to the Agreement over any exhibits or attachments. In the event that OMAP needs to look outside of this Agreement, exhibits and attachments for purposes of interpreting its terms, OMAP shall consider the following sources in the order listed:
- (1) The Grant Award Letter from the Health Care Financing Administration (HCFA) for operation of the Oregon Reform Demonstration (Oregon Health Plan Medicaid Demonstration Project), including all special terms and conditions and waivers.
  - (2) The Federal Medicaid Act and its implementing regulations, except as waived by HCFA for the Oregon Health Plan Medicaid Demonstration Project.
  - (3) The Oregon Revised Statutes concerning the Oregon Health Plan and Oregon Administrative Rules promulgated by OMAP to implement the Oregon Health Plan program.
  - (4) Other applicable Oregon statutes and DHR administrative rules concerning the Medical Assistance Program under prepaid capitated plans.
- B. If Contractor believes that any provision of this Agreement, or OMAP's interpretation thereof, is in conflict with federal or state statutes or regulations, Contractor shall notify OMAP immediately.
- C. Contractor shall have a right to appeal any OMAP actions or decisions concerning the interpretation of this Agreement, or Contractor's responsibilities thereunder, pursuant to OAR 410-120-780 through 410-120-1060.

## 2. PREPAID HEALTH PLAN ADMINISTRATIVE RULES

Contractor shall comply with all duly promulgated OMAP Rules in OAR Chapter 410, including those rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141, whether in effect at the time this Agreement is signed or adopted or amended during the term of this Agreement.

## 3. IDENTIFICATION CARDS

Contractor may issue identification cards to OMAP Members, if mutually agreed in writing by OMAP and Contractor. Such identification cards shall be for Contractor's convenience only and shall confer 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 an OMAP Member and be entitled to a valid OMAP Medical Card.

#### 4. ENROLLMENT/DISENROLLMENT

- A. Enrollment is the process by which the Department of Human Resources (DHR) signs on with a particular contractor those individuals who have been determined to be eligible for services under the Oregon Health Plan Medicaid Demonstration Project. DHR shall sign on such individuals with the contractor selected by the individual unless, pursuant to OAR 410-141-060, DHR assigns the person to a contractor because the individual failed to select a contractor. Contractor shall have an open enrollment period at all times, during which Contractor shall accept, without restriction, all eligible individuals in the order in which they apply and are signed on by DHR, unless OMAP and Contractor have jointly closed enrollment with Contractor because Contractor's maximum enrollment limit has been reached.

Contractor shall have not less than 30 continuous days of open enrollment every Agreement Year regardless of Contractor's maximum enrollment limit specified in Part I, Section 1, Status of Contractor, and Contractor's actual enrollment.

Contractor may not discriminate in coverage or enrollment against any eligible individual on the basis of health status or need for health services. Contractor shall allow each OMAP Member to choose his or her individual primary care practitioner to the extent possible and appropriate.

- B. An individual becomes an OMAP Member for purposes of this Agreement as of the date of enrollment with Contractor, and as of that date, Contractor shall provide all services to such individual as required by the terms of this Agreement. If Contractor reaches Contractor's maximum enrollment limit, Contractor shall so notify OMAP so that OMAP may limit or restrict further enrollment with Contractor.
- C. The date of enrollment with Contractor shall be the first of the month in which the individual is signed on by DHR with Contractor, except:
- (1) For newborns, whose mother was signed on at the time of birth, the date of enrollment shall be the newborn's date of birth.
  - (2) For persons other than newborns who are hospitalized on the date the individual is signed on by DHR with Contractor, the date of enrollment shall be the first of the month after the date the individual is discharged from inpatient hospital services.
  - (3) For persons who are reenrolled within 30 days of disenrollment, the date of enrollment shall be the date specified by OMAP which may be retroactive to the date of disenrollment.

- (4) For adopted children or children placed in an adoptive placement, the date of enrollment shall be the date specified by OMAP.

D. Disenrollment

An individual is no longer an OMAP Member for purposes of this Agreement as of the effective date of the individual's disenrollment from Contractor, and as of that date, Contractor is no longer required to provide services to such individual by the terms of this Agreement.

An OMAP Member may be disenrolled from Contractor as follows:

- (1) If requested by the OMAP Member, DHR may disenroll the OMAP Member in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. The effective date of disenrollment when requested by an OMAP Member shall be the first of the month following DHR's approval of disenrollment.
- (2) If requested by Contractor because the OMAP Member refuses to accept treatment, refuses to follow guidelines, is unruly or abusive to others, threatens or commits an act of physical violence, or has permitted the use of his or her OMAP Medical Card by another person, or used another person's Medical Card or otherwise misused the Oregon Health Plan Medicaid Demonstration Project, DHR may disenroll the OMAP Member and other individuals in the OMAP Member's benefit group in accordance with OAR 410-141-080, OHP Disenrollment from Prepaid Health Plans. Contractor shall not request disenrollment of an OMAP Member because of an adverse change in the OMAP Member's health. The effective date of disenrollment when requested by Contractor shall be the date specified by OMAP, subject to any appeal by the OMAP Member.
- (3) If requested by Contractor, in accordance with OAR 410-141-080, Oregon Health Plan Disenrollment from Prepaid Health Plans, because the OMAP Member is abusive to others or threatens or commits an act of physical violence and OMAP approves the request for disenrollment, all OMAP Members of the enrolled Benefit Group, as defined in OAR 461-110-110, may be disenrolled. The effective date of disenrollment shall be the date of Contractor's request for disenrollment, subject to any appeal by the OMAP Member.
- (4) If OMAP determines that the OMAP Member has sufficient Third Party Resources such that health care and services should be provided on a fee-for-service basis instead of on a prepaid capitated basis, DHR may disenroll the OMAP Member. The effective date of disenrollment shall be specified by OMAP and shall be the first of the month after OMAP determines the OMAP Member should be disenrolled except that OMAP may specify a retroactive

effective date of disenrollment if the OMAP Member's third party coverage is through Contractor.

- (5) If the OMAP Member moves out of Contractor's Service Area(s), the effective date of disenrollment shall be the date specified by OMAP, which may be retroactive up to one month prior to the month OMAP notifies Contractor.
- (6) If the OMAP Member is no longer eligible under the Oregon Health Plan Medicaid Demonstration Project, the effective date of disenrollment shall be the date specified by OMAP.
- (7) If the OMAP Member dies, the effective date of disenrollment shall be the date of death.

If DHR disenrolls an OMAP Member retroactively, any Capitation Payments received by Contractor after the effective date of disenrollment shall be an overpayment, which may be offset by any fee-for-service payments to which Contractor would be entitled under OMAP Rules for any Covered Services provided by Contractor to that OMAP Member after the effective date of disenrollment.

## **5. THIRD PARTY RESOURCES**

- A. Contractor shall notify OMAP within 30 calendar days from the time that Contractor learns that an OMAP Member may have Third Party Resources or other resources for medical benefits or reimbursement of health care or services, including any legally liable third party or liability insurance. This notification shall include the name and address of the resource and any other identifying information available to Contractor, such as the OMAP Member's policy number, dates of coverage, etc.
- B. Contractor may require OMAP Members to cooperate in securing Third Party Resources other than liability insurance, and, to the extent permitted by law, Contractor shall, when cost effective, collect such resources without regard to any payments received by Contractor under this Agreement. Contractor's collection of Third Party Resources is taken into consideration by OMAP in determining the Gross Capitation Rate.
- C. Contractor shall be responsible for maintaining records in such a manner so as to ensure that all monies collected from Third Party Resources on behalf of OMAP Members may be identified and reported to OMAP. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement.

## **6. SUBCONTRACTS/ASSIGNMENTS**

- A. Subject to the provisions of this section, Contractor may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit Contractor's legal responsibility to OMAP for the timely and effective performance of its duties and responsibilities under this Agreement.

- B. Contractor shall not enter into any subcontract for performance of any work under this Agreement, or assign or transfer any of its interest in this Agreement or any claims arising therefrom, without OMAP's prior written approval, and subject to such conditions and limitations as OMAP may, in its sole discretion, deem necessary. OMAP may, in its sole discretion, approve model subcontracts provided by Contractor, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent. All subcontracts must meet the following requirements:
- (1) Be in writing and incorporate the applicable requirements of this Agreement, including but not limited to those requirements in Part I, Section 7 and Part II, Sections 7 and 20.
  - (2) Clearly identify the work to be performed by the subcontractor and which of that work, if any, the subcontractor may further subcontract.
  - (3) In no way limit or terminate the legal responsibility of Contractor to OMAP to ensure that all work under this Agreement is properly carried out.
  - (4) Ensure that the requirements of 42 CFR Part 434 that are appropriate to the services or activity delegated under the subcontract are fulfilled.
  - (5) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP or any OMAP Member for covered services provided during the period for which Capitation Payments were made by OMAP, even if Contractor becomes insolvent.

## 7. ACCESS TO RECORDS AND FACILITIES

- A. Contractor and its subcontractors shall maintain financial, medical and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records other than medical records shall be retained by Contractor for at 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. Retention of medical records is covered in OAR 410-141-180, Medical Recordkeeping.
- B. At all reasonable times, Contractor and its subcontractors shall provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement and the capacity of Contractor to bear the risk of potential financial losses. These records shall

be made available for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

- C. Subject to the requirements of 42 CFR Part 431, Subpart F, Contractor and its subcontractors shall not use, release or disclose any information concerning an OMAP Member for any purpose not directly connected with the administration of OMAP's or Contractor's responsibilities under this Agreement or under Title XIX of the Social Security Act, except on written consent of the OMAP Member, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian. Contractor shall ensure that its agents, employees, officers and subcontractors with access to OMAP Member records understand and comply with this confidentiality provision.
- D. Contractor shall include the provisions of this section in all subcontracts and ensure that its subcontractors fully comply with these requirements.

## 8. PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION

- A. Contractor shall ensure that all persons and entities performing services under this Agreement obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300, may impose lesser limitations, Contractor shall ensure coverage of not less than the amount of \$500,000 per person per incident and \$1,000,000 in the aggregate either through a binder issued by an insurance carrier or by Contractor's self insurance with proof of same to be provided OMAP upon request.
- B. Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs (OMAP) and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, agents or employees under this Agreement. To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, the State shall indemnify, within the limits of the Tort Claims Act, Contractor against liability for damage to life or property arising from OMAP's activities under this Agreement, provided the State shall not be required to indemnify Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor or its subcontractors.

## 9. MARKETING

Contractor shall obtain prior written approval from OMAP for all marketing activities directed to OMAP Recipients. Contractor shall provide to OMAP, for approval prior to use, the form and content of all written materials, including but not limited to public information releases and other informational material, pertaining to this Agreement.



Contractor shall cooperate in developing a comprehensive explanation of the services available from Contractor under this Agreement.

Contractor shall ensure that OMAP Recipients are not intentionally misled about their options by Contractor staff, activities, or materials.

#### 10. OWNERSHIP

Contractor shall notify OMAP of any changes in the ownership of Contractor and provide OMAP with the name(s) and address(es) of all owners of more than 5 percent of Contractor.

#### 11. AMENDMENTS

Except as specifically permitted by this Agreement, the terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be effective only when reduced to writing, signed by the parties and signed by the Oregon Department of Justice as approved for legal sufficiency.

#### 12. TERMINATION

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

- (1) This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days written notice.

If termination is initiated by Contractor, OMAP has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Contractor shall promptly provide such disclosure to OMAP upon demand.

- (2) OMAP may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by OMAP, under any of the following conditions:

- (a) If OMAP funding from federal, state or other sources is not obtained, or is withdrawn, reduced or limited, or if OMAP expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required by this Agreement.
- (b) If federal or state regulations or guidelines or HCFA waiver terms are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments under this Agreement.

- (c) If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (d) If OMAP determines that the health or welfare of OMAP Members is in jeopardy should this Agreement continue.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except that Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from Contractor's failure to provide for termination of, or right to terminate, its commitments.

- (3) OMAP may by written notice of default (including breach of contract) to Contractor terminate the whole or any part of this Agreement under the following conditions:
  - (a) If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof, or
  - (b) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failure within 10 days, or such longer period as OMAP may authorize.

B. In the event of termination of this Agreement, the following provisions apply:

- (1) Contractor shall ensure the orderly and reasonable transfer of OMAP Member care in progress, whether or not those OMAP Members are hospitalized.
- (2) If Contractor continues to provide services to a former OMAP Member after the date of termination, OMAP shall pay Contractor subject to OMAP rules on a fee-for-service basis if the former OMAP Member is an OMAP Recipient and not covered under any other OMAP prepaid plan. If Contractor chooses to provide services to a former OMAP Member who is no longer an OMAP Recipient, OMAP shall have no responsibility to pay for such services.
- (3) All terminations shall include a final accounting of Capitation Payments received and OMAP Members enrolled during the month in which termination is effective and shall be accomplished as follows:
  - (a) Mid-month Termination. For a termination of this Agreement which occurs during mid-month, the Capitation Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation

Payments 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.

- (b) Responsibility for Claims. Contractor is responsible for any and all claims from subcontractors or other providers, including Emergency Service providers, for Capitated Services provided prior to the termination date. Contractor shall promptly notify OMAP of any outstanding claims for which OMAP may owe, or be liable for, a fee-for-service payment, which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. Contractor shall supply OMAP with all information necessary for reimbursement of such claims.

**13. NON-DISCRIMINATION**

Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules.

**14. FUNDS AVAILABLE AND AUTHORIZED**

OMAP certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OMAP's current appropriation or limitation. However, continuation of this Agreement, or any extension, after the end of the biennium in which this Agreement is signed, is contingent upon OMAP receiving sufficient appropriations, limitations, or other expenditure authority to make payments as required under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, OMAP may terminate this Agreement effective upon written notice to Contractor with no further liability to Contractor.

**15. DUAL PAYMENT**

Except as specifically permitted by the Agreement, Contractor shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source including the federal government. Contractor shall immediately report any funds received by Contractor through activities arising under this Agreement.

**16. TORT CLAIMS**

Contractor and its subcontractors, employees, and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. It is understood, however, that if

Contractor subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent contractor of OMAP but may be subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

**17. GOVERNMENT STATUS**

Contractor certifies that it is not currently employed by the federal government to provide the work covered by this Agreement. Contractor certifies that Contractor is not an employee of the State of Oregon or of any government agency that participates in the Oregon Public Employees' Retirement System. Contractor shall be responsible for any federal or state taxes applicable to payments made under this Agreement. Contractor shall not be eligible for any benefits from contract payments of federal Social Security, unemployment insurance, workers' compensation, or Public Employees' Retirement System, except as a self-employed individual.

**18. WORKER'S COMPENSATION COVERAGE**

Contractor, its subcontractors, if any, and all employers working under this Agreement 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.

**19. SUCCESSORS IN INTEREST**

The provisions of this Agreement shall not be binding upon or inure to the benefit of Contractor's successors in interest without OMAP's explicit written consent.

**20. MISCELLANEOUS FEDERAL REQUIREMENTS**

- A. If the sums payable to Contractor or its subcontractors under this Agreement exceed \$100,000, Contractor or its subcontractors shall comply 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 (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 US EPA Assistant Administrator for Enforcement (EN-329).
- B. Contractor and its subcontractors shall comply with any applicable mandatory 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).
- C. If the sums payable to Contractor or its subcontractors exceed \$10,000, Contractor, or its subcontractors shall comply with Executive Order 11246, entitled "Equal Employment

Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- D. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:

All laboratory testing sites providing services under this contract shall 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.

- E. Contractor shall comply with all other applicable federal law.
- F. Contractor shall include the provisions of subsections A - C and E of this section in all subcontracts. Contractor shall include subsection D in applicable subcontracts.
- G. If Contractor lets any subcontracts, Contractor shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

## 21. COMPLIANCE WITH STATE LAWS

Contractor shall comply with the conditions set out in all state and local 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.

- A. 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:
- (1) 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.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

- (3) 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.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. 279.314 Condition concerning payment of claims by public officers.

- (1) 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.
- (2) 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.

C. 279.316 Condition concerning hours of labor.

- (1) 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.
- (2) 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.
- (3) This Agreement is a personal services contract as defined in ORS 279.051 and OAR 125-310-092.

D. 279.320 Condition concerning payment for medical care and providing workers' compensation.

- (1) 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 monies 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.

- (2) 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.

- E. As required by ORS 279.555, in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.
- F. Notwithstanding any other provisions of this Agreement, including without limitation Part I, sections 5 and 7, Part II, section 8, and Exhibits C and D, Contractor's liability under this Agreement is subject to the limitations of Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300. However, Contractor shall exercise its best efforts in maintaining adequate reserves (including, if necessary, reserves in excess of the amount specified in Exhibit A), obtaining appropriate loss and liability insurance and seeking any necessary funding or spending authorization so as to prevent its responsibilities under this Agreement from becoming a debt or a pledge of credit in violation of the provisions of Article XI, section 10 of the Oregon Constitution. In the event that Contractor anticipates or determines that its responsibilities under this Agreement may or will violate Article XI, section 10 of the Oregon Constitution, Contractor shall immediately notify OMAP, and OMAP may, in its sole discretion, terminate this Agreement upon notice to Contractor or at some later date specified in the notice.

## 22. **FORCE MAJEURE**

Contractor shall not be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving Contractor, care may be deferred until after resolution of the labor dispute except in the following situations:

- (1) Care is needed for an emergency need.
- (2) Care is needed for an urgent need.

- (3) Care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than 60 days.

If a labor dispute disrupts normal execution of Contractor duties under this Agreement, Contractor shall notify OMAP Members in writing of the situation and direct OMAP Members to bring serious health care needs to Contractor's attention.

23. **HEADINGS/CAPTIONS**

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.

24. **CONTROLLING STATE LAW/VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried in Marion County, Oregon.

25. **SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

26. **WAIVER**

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

27. **NOTICES**

Any notice under this Agreement shall be deemed received 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:

To the address listed in the section of the Agreement captioned Contractor Information.

If to an OMAP Member:

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



If to OMAP:

OMAP Director  
Dept. of Human Resources  
500 Summer St. N.E.  
Salem, Oregon 97310-1014

**28. DEFINITIONS**

The terms in this Agreement have the same definitions as those terms in OAR 410-120-000 and OAR 410-141-000, except as follows:

- (1) **Agreement Year:** The period of time this Agreement is in effect.
- (2) **Ancillary Services:** Those services not identified by a condition/treatment pair on the prioritized list of health services reported to the Oregon Legislative Assembly by the Health Services Commission, but Medically Appropriate to support a service that is identified by a condition/treatment pair on the list. Ancillary Services are identified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services.
- (3) **Capitated Services:** Those Covered Services included in the categories of medical services that Contractor agrees to provide (see below for definition of "Provide") for a Capitation Payment under this Agreement (see Part I, Section 3A(1) of this Agreement).
- (4) **Capitation Payment:** The amount OMAP pays on a per Member per month basis to Contractor in advance of and as payment for the Member's actual receipt of services.
- (5) **Covered Services:** Those services described in Part I, Section 4, of this Agreement.
- (6) **Dental:**
  - (a) Services necessary to treat the condition(s) and provide the treatment(s) defined as covered under the OHP Benefit Package that are within the scope of practice of a dentist or denturist as defined under State Law, and provided by or under the supervision of a dentist.
  - (b) Dental services are subject to parameters of service limitations, if any, specified in the OHP Dental/Denturist Services provider guide.
  - (c) Dental services include those codes used by the actuary to develop the Dental Services category for capitation rates listed in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, and any additional codes consistent with the

methodology used to calculate the annual, actuarially determined, trend factors during that period.

- (7) **Department of Human Resources (DHR):** The Oregon Department of Human Resources or any of its divisions or offices.
- (8) **Emergency Services:** Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Contractor's obligation to pay for Emergency Services that are received from providers other than Contractor or its subcontractors, is limited by Part I, Section 3. F. of this Agreement.
- (9) **Enrollment Year:** A twelve-month period beginning the first day of the month of enrollment of the OMAP Member and, for any subsequent year(s) of continuous enrollment, that same day in each such year(s). The Enrollment Year of Members who reenroll within one calendar month of disenrollment shall be counted as if there were no break in enrollment.
- (10) **Mandatory Services:** Mandatory Services are: Dental.
- (11) **Medical Card:** The identification card issued by OMAP upon determination of eligibility for Medical Assistance, specifying the managed care plan or practitioner with which the recipient is enrolled.
- (12) **Medically Appropriate:** Services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:
  - (a) Consistent with the symptoms of a medical condition or treatment of a medical condition;
  - (b) Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;
  - (c) Not solely for the convenience of an OMAP Member or a provider of the service or medical supplies; and
  - (d) The most effective of the alternative levels of service or medical supplies which can be safely provided an OMAP Member in Contractor's judgment.
- (13) **OMAP Member:** An OMAP Recipient enrolled with Contractor in accordance with Part II, Section 4, ENROLLMENT/DISENROLLMENT.
- (14) **OMAP Recipient:** Any person properly receiving benefits under one or more of the medical assistance programs administered by OMAP. For purposes of this Agreement all OMAP Recipients must be eligible for services under the Oregon Health Plan Medicaid Demonstration Project.

- (15) **OMAP Rules:** Those administrative rules duly promulgated by OMAP under OAR Chapter 410. OMAP Rules are available in the General Rules and Provider Guides published by OMAP.
- (16) **Provide:** To furnish directly, or authorize and pay for the furnishing of, a Covered Service to an OMAP Member.
- (17) **Third Party Resources:** Those payments, benefits or resources available from certain categories of resources, including but not limited to the following:
  - (a) Under a federal or state worker's compensation law or plan;
  - (b) For items or services furnished by reason of membership in a prepayment plan;
  - (c) For items or services provided or paid for directly or indirectly by a health insurance plan;
  - (d) For items or services provided or paid for directly or indirectly as health benefits from a governmental entity, such as:
    - (A) Veteran's Administration;
    - (B) Armed Forces Retirees and Dependent Act (CHAMPVA);
    - (C) Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS); and
    - (D) Medicare Parts A and B
  - (e) To OMAP members who are eligible for services under another state's Title XIX or state-funded Medical Assistance program; or
  - (f) Through other community resources.
- (18) **Triage Services:** Those services necessary to assess an OMAP Member's condition and to direct the OMAP Member to the most appropriate setting for Medically Appropriate care.
- (19) **Urgent Services:** Covered Services required in order to prevent a serious deterioration of an OMAP Member's health that results from an unforeseen illness or an injury. Services that can be foreseen are not considered Urgent Services.

## EXHIBIT A

## Solvency Plan and Financial Reporting

Contractor's financial solvency assurances for OMAP under this Agreement are specified below. Contractor shall provide assurance of solvency through maintenance of the restricted reserve fund specified in subsection 1., below. Contractor shall provide catastrophic expense information and service utilization information specified in subsections 2. and 3., below, as additional solvency assurance information. Contractor shall provide ongoing financial information for OMAP on a quarterly and yearly basis as specified in subsections 4. and 5., below.

1. Contractor shall establish and maintain a restricted reserve fund as follows:
  - a. Contractor shall provide a restricted reserve fund of \$4,640 on or before February 1, 1994.
  - b. No later than 60 calendar days after the end of each calendar quarter:
    - (1) Contractor shall determine its average monthly fee-for-service liability for Capitated Services under this Agreement for the previous calendar quarter.
    - (2) Contractor shall adjust its restricted reserve fund to an amount equal to the lesser of a) \$250,000, or b) twice its average monthly fee-for-service liability.
    - (3) Contractor shall provide OMAP with data to support the computation of its average monthly fee-for-service liability and a narrative explanation, together with assurances that Contractor is now maintaining the amount specified in paragraph b(2), above, as its new restricted reserve fund.
      - A. If OMAP believes that Contractor has incorrectly computed the amount of its restricted reserve fund, OMAP shall, within 30 calendar days of receipt of the information in paragraph b(3), above, notify Contractor of the amount that Contractor must maintain as its new restricted reserve fund.
      - B. Within 30 calendar days of any notice by OMAP under paragraph A., above, Contractor shall either:
        - (1) Adjust its restricted reserve fund to the amount specified by OMAP and provide assurances to OMAP that it is now maintaining that amount as its new restricted reserve fund, or

- (2) File an appeal in writing that states with particularity the reason for the appeal, and shall submit detailed financial records that shall support the alternate amount.
    - C. If Contractor files an appeal, the OMAP Director or designee shall issue an appeal decision within 45 calendar days of the receipt of the appeal. That decision shall be binding upon Contractor and not subject to further appeal.
  - c. Contractor shall maintain the restricted reserve fund specified in subsection a., above, during the next report quarter.
  - d. Contractor shall provide evidence of compliance with this subsection to OMAP within 60 days of the end of the report quarter.
2. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, Contractor shall provide information on catastrophic expenses of OMAP Members on a quarterly basis. This information shall be provided in the format of "Report A1. OMAP Members Approaching or Surpassing Stop-Loss Deductible" attached to this EXHIBIT. This information shall be sent to OMAP within 60 days of the end of the report quarter. Contractor, in an accompanying narrative, shall document:
  - a. Significant trends in catastrophic expenses (e.g., increased incidence in neonatal expenses), and
  - b. The numbers of OMAP Members reported in fields 1., 2., and 3., respectively, whose Enrollment Year has ended during the quarter.
3. Contractor shall provide the utilization and enrollment information, in the format specified, that is identified in reports A2. through A5., attached to this EXHIBIT, on a quarterly basis within 60 days of the end of the quarter.
4. Contractor shall provide an annual audited statement of financial information, to include information specified in reports A6. and A7., attached to this EXHIBIT, within six months of the end of each calendar year(s) that this Agreement is in effect. The information shall reflect Contractor's total corporate financial information, including, but not limited to, Contractor's Oregon Health Plan business resulting from this Agreement. The first report shall cover the period January 1, 1994 through December 31, 1994.

Contractor may provide this information by submitting audited reports #1 through #4 of the current National Association of Insurance Commissioners (NAIC) "Annual Statement for Health Maintenance Organizations". Contractor shall use the current NAIC "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested. Contractor may elect to provide the information specified, and in the format specified, in audited reports A6. and A7. using the current NAIC Instructions.

5. Contractor shall provide quarterly statements of financial information specified in reports A8. through A10., attached to this EXHIBIT, within 60 days of the end of each quarter during the calendar year(s) that this Agreement is in effect. The information shall reflect Contractor's financial information that is limited to Contractor's Oregon Health Plan business resulting from this Agreement. Contractor shall provide total corporate information in addition to Oregon Health Plan business information. Financial information that is typically computed on a total corporate basis only, such as the value of facilities and investments, shall be apportioned to reflect the proportion of corporate business that is reflected by total OMAP Member Capitation Payments during the quarter. The first report shall cover the period February 1, 1994 through March 31, 1994.

Contractor may provide this information by submitting reports #1 through #4 of the current National Association of Insurance Commissioners (NAIC) "Annual Statement for Health Maintenance Organizations" for quarterly information. Contractor shall use the current NAIC "Annual Statement Instructions for Health Maintenance Organizations" to define the information requested. Contractor may elect to provide the information specified, and in the format specified, in reports A8. through A10., attached to this EXHIBIT, using the current NAIC Instructions.

6. All information to be reported by Contractor under the requirements of this EXHIBIT shall be sent to:

Quantitative Analysis & Rates Group  
Managed Health Care Unit  
Office of Medical Assistance Programs  
500 Summer Street N.E.  
Salem, OR 97310-1014

**Report A1.      OMAP Members Approaching or Surpassing Stop-Loss Deductible**

**FCHP/PCO:**  
**Quarter/Year:**

	Previous Quarter	Report Quarter
1. # of OMAP Members within 20% of stop-loss deductible		
2. # of OMAP Members surpassing stop-loss deductible		
3. # of OMAP Members with costs greater than \$100,000		

**Report A2. Oregon Health Plan Utilization Overview****FCHP/PCO:****Quarter/Year:****Total OHP Member Months:**

	Raw Frequency	Estimated Rate per 1000 OMAP Members Per Year	Raw Cost	Per Capita Cost
Incurring Inpatient Days:				
1. Maternity-Mother				
2. Maternity-Newborn				
a. Neonatal ICU				
b. Other				
3. Psychiatric				
4. Intensive Care Unit				
5. Med/Surg				
6. Type of Day Un- known				
7. All Other				
8. Total Inpatient Days				
9. Emergency Room Visits				
10. Physician Office Visits				
11. Dental Visits				
12. Prescription Drug Dispensings				



**Report A3. OHP Dental Service Utilization****FCHP/PCO/DCO:****Quarter/Year:**

	Raw Frequency	Percent of Total*
1. # Quarter-End OMAP Members		
2. Total OMAP Member Months in Quarter		
3. # OMAP Members Eligible for Full Quarter		
4. Total # Unduplicated OMAP Members During Quarter		
5. Total OMAP Member Dental Visits		
6. # OMAP Members Receiving Preventive Services		
7. # OMAP Members Receiving Corrective Services		
8. # OMAP Members Receiving Preventive & Corrective Services		
9. # OMAP Members Receiving No Dental Services		

\* The denominator used to determine percentage for lines 6-9 is the raw frequency in line 4.

**Report A4. OHP Office Visit and Delivery Statistics****FCHP/PCO:****Quarter/Year:**

	Raw Frequency	Percent of Total*
1. # Quarter-End OMAP Members		
2. Total OMAP Member Months in Quarter		
3. # OMAP Members Eligible for Full Quarter		
4. Total # Unduplicated OMAP Members During Quarter		
5. Total OMAP Member Office Visits		
6. # OMAP Members Receiving Primary Care Services, Including Preventive Services		
7. # OMAP Members Receiving Specialist Services		
8. # OMAP Members Receiving Primary & Specialist Services		
9. # OMAP Members Receiving No Physician Services		
10. # OMAP Members Receiving Preventive Services		
a. Age <1 year		
b. Age 1 through 5		
c. Age 6 through 14		
d. Age 15 through 20		
e. Age 21 through 64		
f. Age unknown		
11. Deliveries:		
a. Normal		
b. C-Section		
c. Type Unknown		
d. Total Deliveries		

\* The denominator used to determine percentage for lines 6-10 is the raw frequency in line 4. To determine percentage for lines 11.a through 11.c, use the raw frequency in line 11.d.

**Report A5.      Current Enrollment****FCHP/PCO/DCO:****Quarter/Year:**

	Report Quarter
1. # Members in Groups	
2. # Medicare Members	
3. # OMAP Members	
4. # Medicaid Clients Other than OMAP Members	
5. # Individual Members	
6. # Other Members	
7. Total	

**Report A6. Audited Yearly Balance Sheet of Corporate Totals****FCHP/PCO/DCO:****Year:**

	Corporate Total
<b>Current Assets:</b>	
1. Cash	
2. Short term investments	
3. Accounts receivable	
4. Amounts due from affiliates	
5. Prepaid expenses	
6. Other	
7. Total current assets (Items 1 through 6)	
<b>Other Assets:</b>	
8. Restricted reserve fund*	
9. Long-term investments	
10. Amounts due from affiliates	
11. Other	
12. Total other assets (Items 8 through 11)	
13. Property and equipment	
14. Total assets (Items 7, 12 and 13)	
<b>Current Liabilities:</b>	
15. Accounts payable	
16. Claims payable	
17. Unearned premiums	
18. Notes payable	
19. Amounts due to affiliates	
20. Other	
21. Total current liabilities (Items 15 through 20)	
<b>Other Liabilities:</b>	
22. Notes payable	
23. Amounts due to affiliates	
24. Other	
25. Total other liabilities (Items 22 through 24)	
26. Total liabilities (Items 21 and 25)	
<b>Stockholder's Equity:</b>	
27. Common stock	
28. Preferred stock	
29. Capital surplus	
30. Accumulated retained earnings	
31. Other	
32. Total stockholder's equity (Items 27 through 31)	
33. Total liabilities and stockholder's equity (Items 26 and 32)	

\* Your restricted reserve should be shown as an asset here and recorded as an "other liability" on line 24.

**Report A7. Audited Yearly Statement of Revenue, Expenses and Net Worth**

**FCHP/PCO/DCO:**

**Year:**

	Corporate Total
<b>Revenues:</b>	
1. Premiums	
2. Fee-For-Service	
3. Medicare	
4. Investment	
5. Other	
6. Total Revenues (Items 1 through 5)	
<b>Expenses:</b>	
<b>Medical and Hospital:</b>	
7. Physician Services	
8. Other Professional Services	
9. Outside Referrals	
10. Emergency Room and Out-of-Area	
11. Inpatient	
12. Incentive Pool and Withhold Adjustments	
13. Other	
14. Subtotal (Items 7 through 13)	
15. Reinsurance Expenses Net of Recoveries	
<b>Less:</b>	
16. Copayments	
17. COB and Subrogation	
18. Subtotal (Items 16 and 17)	
19. Total Medical and Hospital (Items 14 and 15 less 18)	
20. Medical Loss Ratio (Item 19/Item 6)	
<b>Administration:</b>	
21. Compensation	
22. Interest Expense	
23. Occupancy, Depreciation and Amortization	
24. Marketing	
25. Other	

**Report A7. (cont'd)****FCHP/PCO/DCO:****Year:**

	<b>Corporate Total</b>
26. Total Administration (Items 21 through 25)	
27. Administrative Expense Ratio (Item 26/Item 6)	
28. Total Expenses (Items 19 and 26)	
29. Income (Loss) (Item 6 less 28)	
30. Provision for Federal Income Taxes	
31. Net Income (Loss) (Item 29 less 30)	
<b>Net Worth:</b>	
32. Net Worth at Beginning of Year	
33. Net Worth at End of Year	

**Report A8. Quarterly Balance Sheet of Oregon Health Plan and Corporate Activity**

**FCHP/PCO/DCO:**

**Quarter/Year:**

	<b>A</b> Oregon Health Plan	<b>B</b> Corporate Total
<b>Current Assets:</b>		
1. Cash		
2. Accounts receivable		
3. Other		
4. Total current assets (Items 1 through 3)		
<b>Other Assets:</b>		
5. Restricted reserve fund *		
6. Other		
7. Total other assets (Items 5 and 6)		
8. Total assets (Items 4 and 7)		
<b>Current Liabilities:</b>		
9. Accounts payable		
10. Claims payable		
11. Unearned premiums		
12. Other		
13. Total current liabilities (Items 9 through 12)		
<b>Other Liabilities:</b>		
14. Other liabilities		
15. Total liabilities (Items 13 and 14)		
<b>Stockholder's Equity:</b>		
16. Accumulated retained earnings		
17. Other		
18. Total stockholder's equity (Items 16 and 17)		
19. Total liabilities and stockholder's equity (Items 15 and 18)		

\* Your restricted reserve should be shown as an asset here and recorded as an "other liability" on line 14.

**Report A9. Quarterly Statement of Revenue, Expenses and Net Worth**

**FCHP/PCO/DCO:**

**Quarter/Year:**

	<b>A</b> Oregon Health Plan	<b>B</b> Corporate Total
<b>Revenues:</b>		
1. Premiums		
2. Fee-For-Service		
3. Medicare		
4. Investment		
5. Other		
6. Total Revenues (Items 1 through 5)		
<b>Expenses:</b>		
<b>Medical and Hospital:</b>		
7. Physician Services		
8. Other Professional Services		
9. Outside Referrals		
10. Emergency Room and Out-of-Area		
11. Inpatient (N/A for PCOs)		
12. Incentive Pool and Withhold Adjustments		
13. Other		
14. Subtotal (Items 7 through 13)		
15. Reinsurance Expenses Net of Recoveries		
<b>Less:</b>		
16. Copayments		
17. COB and Subrogation		
18. Subtotal (Items 16 and 17)		
19. Total Medical and Hospital (Items 14 and 15 less 18)		
20. Medical Loss Ratio (Item 19/Item 6)		
<b>Administration:</b>		
21. Compensation		
22. Interest Expense		
23. Occupancy, Depreciation and Amortization		
24. Marketing		
25. Other		



**Report A9. (cont'd)****FCHP/PCO/DCO:****Quarter/Year:**

	<b>A</b> <b>Oregon Health Plan</b>	<b>B</b> <b>Corporate Total</b>
26. Total Administration (Items 21 through 25)		
27. Administrative Expense Ratio (Item 26/Item 6)		
28. Total Expenses (Items 19 and 26)		
29. Income (Loss) (Item 6 less 28)		
30. Provision for Federal Income Taxes		
31. Net Income (Loss) (Item 29 less 30)		
<b>Net Worth:</b>		
32. Net Worth at Beginning of Quarter		
33. Net Worth at End of Quarter		

**Report A10.      Projected Cash Flow for Oregon Health Plan Line of  
Business for Next Four Quarters**

**FCHP/PCO/DCO:**

**Quarter/Year:**

	Current Quarter	2nd Quarter	3rd Quarter	4th Quarter
1. Beginning Balance				
2. Premiums				
3. Fee-For-Service				
4. Investments				
5. Other				
6. Total (Items 2 through 5)				
7. Claims Payable				
8. Accounts Payable				
9. Other				
10. Total (Items 7 through 9)				
11. Administrative Expenses				
12. Cash Flow from Operations				

## EXHIBIT B

## Calculation of Capitation Payments

1. The enabling legislation for the Oregon Health Plan requires that the Capitation Payments for the program be based on the "rate(s) necessary to cover the cost(s) of the services."
2. Adjusted Per Capita Costs Methodology
  - a. OMAP has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) necessary to cover the reasonable costs of the services to be provided under the program. A full description of the methodology used to calculate rates may be found in the Coopers & Lybrand document Oregon Health Plan Medicaid Demonstration Analysis of Federal Fiscal Year 1994 & 1995 Average Costs, dated April 19, 1993, which is by this reference incorporated herein, and the report titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements, for February 1994 through September 1995, dated September 13, 1993, which is by this reference incorporated herein.
  - b. Per capita costs were derived as follows:
    - (1) Data on claims experience with commercially insured populations in Oregon and on charges for Medicaid recipients in Oregon was collected.
    - (2) This data was adjusted to reflect the way services are identified in the prioritized list of services.
    - (3) Adjustments were made to derive estimates of the costs of the services, taking into account resource-based relative value scale (RBRVS) factors for Oregon in physician services categories, hospital cost reports for inpatient and outpatient services and other actuarially determined factors.
  - c. The per capita costs were then adjusted in order to take into account differences in utilization and cost for each of the four OHP eligibility categories. The four OHP eligibility categories are defined as follows:
    - (1) OHP Eligibles are all OHP recipients with income under 100 percent of the Federal Poverty Level (FPL), except General Assistance Recipients.
    - (2) PLM (Poverty Level Medical) Adults are OHP recipients who are pregnant women with income between 100 percent and 133 percent of the Federal Poverty Level.

- (3) PLM Children are OHP recipients who are less than six years of age with income between 100 percent and 133 percent of the Federal Poverty Level.
  - (4) GA (General Assistance) Recipients are OHP recipients who are eligible by virtue of their eligibility under the Oregon General Assistance program, ORS 411.710 et seq.
- d. A geographic area factor was applied to the per capita costs for each eligibility category in order to take into account geographic differences in the provision of services in each of the five service areas of the state. These five service areas are:
  - (1) Tri-county (Clackamas, Washington and Multnomah counties);
  - (2) Linn, Benton, Marion, Polk and Yamhill counties;
  - (3) Lane County;
  - (4) Jackson, Josephine and Douglas counties; and
  - (5) All other counties.
- e. Finally a family planning open access adjustment was made to the following eligibility categories in all service areas, in order to take into account that OMAP Members will be able to obtain family planning services from nonplan providers:

OHP Eligibles  
PLM Adults  
GA Recipients

The four resulting sets of per capita costs by OHP eligibility category for each of the five geographic service areas are the Adjusted Per Capita Costs.

- 3. The Total Service Cost for each Contractor and OHP eligibility category is calculated from the Adjusted Per Capita Costs as follows:
  - a. Costs for each category of service are identified based on the codes in the "Oregon Health Plan Service Categories for Per Capita Costs, February 1994 through September 1995," dated October 1, 1993, in the process of developing the total per capita costs. These costs are identified in the Coopers & Lybrand document titled OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993.

- b. The costs for all of the services for which a particular contractor is capitated are summed for each eligibility category and geographic location.

A contractor providing services in more than one service area will have separate Total Service Cost amounts for each OHP eligibility category in each service area.

4. Deductions from the Total Service Cost

The following deductions are made to Contractor's Total Service Cost:

- a. The Maternity/Newborn Withhold listed on the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for the following eligibility categories:

OHP Eligibles  
PLM Children

Note: The total amount of funds deducted as the Maternity/Newborn Withhold from all OHP PCO and FCHP Contractors becomes the Maternity/Newborn Risk Pool, which is held by OMAP and disbursed pursuant to EXHIBIT C, Section 2.

- b. If this Agreement identifies Contractor as obtaining stop-loss protection through OMAP, the appropriate stop-loss premium as calculated from the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, is deducted for all eligibility categories.
  - c. If this Agreement identifies Contractor as at partial risk for Case Managed Services that are not Capitated Services, then 10 percent of the Adjusted Per Capita Costs as listed in the OHP Summary Calculation of Adjusted Per Capita Costs (Capitation Rates) and Stop-Loss Premium Requirements for February 1994 through September 1995, dated September 13, 1993, for Mandatory Services for Contractor's service areas(s) is deducted for all OHP eligibility categories. The funds deducted for each Contractor become the Case Management Reserve which will be kept by OMAP as a Contractor-specific reserve account and disbursed after the Agreement Year pursuant to EXHIBIT C, Section 5.
5. The Capitation Payment paid to a contractor for OMAP Members in each OHP eligibility category is determined by adding to the results in step (4) an additional amount calculated to reflect an administrative cost allowance to off-set costs associated with administering a prepaid health plan participating in this program.

## EXHIBIT C

## Encounter Claim Minimum Data Set Requirements

1. General Provisions:
  - a. Encounters:
    - (1) Dental Encounters are those that would be billed on an OMAP-specific form, the "OMAP 501D," or an accepted ADA form in a fee-for-service delivery system under OMAP fee-for-service rules.
  - b. OMAP shall process all Encounters through the Medical Management Information System. Encounters that cannot be processed because of missing or erroneous data shall be "pended".
    - (1) Contractor shall be notified monthly of all pending claims.
    - (2) Contractor shall have the opportunity to correct all pending claims, within the timelines identified in 1.c.(3), below.
  - c. Timeliness
    - (1) Encounter Data shall be forwarded to OMAP at least once per month.
    - (2) All Encounter Data shall be submitted to OMAP within 395 days of the date of service.
    - (3) Contractor shall resubmit all corrected pended Encounters within 63 days of the date that OMAP mails Contractor a notice that the Encounters were pended.
  - d. Data Transmission & Format:
    - (1) Contractor shall submit all Encounter Data to OMAP via electronic media. OMAP shall accept claims via industry standard modem, tape, dedicated land wire, and floppy disk media.
    - (2) Contractor shall submit all data in a format approved by OMAP.
2. Data Set Requirements
  - a. Contractor shall submit the data specified in this section. The data elements specified in this section constitute the required minimum data set.

b. Contractor shall submit the following information for all Encounters:

- (1) Contractor's OMAP Prepaid Health Plan Provider Number
- (2) Patient Name
- (3) Medicaid Recipient Number, also known as the OMAP Prime Number
- (4) OMAP or UPIN Performing Provider Number
- (5) Quantity of units of service provided
- (6) Date of Service
- (7) American Dental Association Procedure Code
- (8) Tooth Number
- (9) Tooth Surface
- (10) Line Item Charge

MEETING DATE: DEC 16 1993

AGENDA NO: R-14

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Juvenile Justice and Delinquency Prevention Grant Award-Roosevelt Project Coordinator

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

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

**REGULAR BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes/Consent

**DEPARTMENT:** Social Services **DIVISION:** Housing & Community Svcs

**CONTACT:** Rey España **TELEPHONE:** 248-5464

**BLDG/ROOM:** B161/2nd

**PERSON(S) MAKING PRESENTATION:** Rey España/Bill Thomas

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This grant is being awarded from the Oregon Commission on Children and Families, Juvenile Justice and Delinquency Prevention Programs in order to provide partial funding for the Roosevelt Cluster Coordinator position. The coordinator provides community and technical assistance to families and students at the Roosevelt Community Family Resource Center located within Roosevelt High School. Families receive services through referrals or by contacting the coordinator directly.

The Board has previously approved the intergovernmental agreement setting up the position and an agreement from the State providing partial funding. This grant award provides additional funding for the existing position.

**SIGNATURES REQUIRED:**

12/17/93 originals  
to Bill Thomas

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

OR

**DEPARTMENT MANAGER:** Reginald A. [Signature]

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

roos.bcc

1993 DEC -7 AM 11:41  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

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


## MEMORANDUM

TO: Board of County Commissioners

FROM: Rey España, Interim Director  
Housing and Community Services Division

DATE: November 22, 1993

SUBJECT: Approval of a Grant Award from the Oregon Commission on Children and Families



**I. Recommendation/Action Requested:** The Housing and Community Services Division, Community Action Program recommends County Chair approval of the attached grant award with the Oregon Commission on Children and Families, Juvenile Justice and Delinquency Prevention (JJDP) Office for the period July 1, 1993 through September 30, 1993. The grant award was received by the Community Action Program Office November 18, 1993 and is retroactive to July 1, 1993 because that is the date set by the JJDP.

**II. Background/Analysis:** The Housing and Community Services Division has received a grant from the JJDP to partially fund the Roosevelt Cluster Coordinator position at the Roosevelt Community Family Resource Center located within Roosevelt High School. This position offers coordination of available resources and services for families, meets with families to evaluate the services they are currently receiving, and assesses any problems encountered in supporting school attendance for children.

**III. Financial Impact:** This grant award contributes \$3,800 to the total cost of the Roosevelt Coordinator position.

**IV. Legal Issues:**

**V. Controversial Issues:**

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

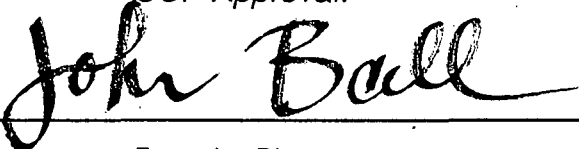
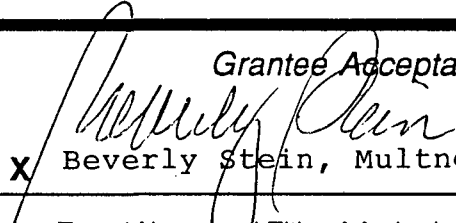
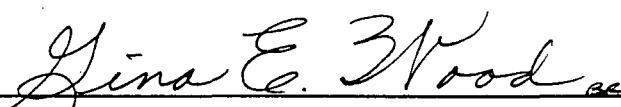
**VII. Citizen Participation:**

**VIII. Other Government Participation:** The Oregon Commission on Children and Families, Juvenile Justice and Delinquency Prevention Program and Multnomah County, Housing and Community Services Division, Community Action Program.

roos.srs

# JJDP GRANT AWARD AMENDMENT

1. Grantee Name and Address: <b>Multnomah County Housing &amp; Community Services Division Community Action Program Office 421 SW 5th, Second Floor Portland, OR 97204</b>	5. Grant Number: <b>523-3-91-1605</b>
2. Implementing Agency (Name and address)  <b>Same as above</b>	6. Grant Period From: <b>07/01/93</b> To: <b>09/30/93</b>
	7. Funding Source: <b>JJDP Formula Grant</b>
3. Project Title: <b>Roosevelt Cluster Coordinator</b>	8. Award Date: <b>07/01/92</b>
4. Program Area Title: <b>Community Based Technical Assistance</b>	9. Grant Award Amount: <b>\$3,800.00</b>
	10. Total Project Budget: <b>\$48,000.00</b>
11. Special Conditions (check if applicable):  <input checked="" type="checkbox"/> The above grant project is approved subject to such conditions or limitations as are set forth on the attached <u>2</u> page(s).	
12. Statutory Authority for Grant:  <input checked="" type="checkbox"/> Title II of the Juvenile Justice and Delinquency Prevention Act of 1974, 42 U.S.C. 1, et. seq., as amended.  <input type="checkbox"/> Other (Specify):	

CCF Approval:  <b>X</b>  Executive Director	Grantee Acceptance:  <b>X</b>  Beverly Stein, Multnomah County Chair Typed Name and Title of Authorized Grantee Official
<b>X</b>  Grants Administrator	<b>X</b> _____ Signature of Authorized Grantee Official
<b>11.17.93</b> Date	<b>December 16, 1993</b> Date

**GRANT AWARD  
CONTINUATION SHEET**

Oregon Commission on Children and Families  
530 Center Street NE, Suite 300  
Salem, Oregon 97310

**Grant Number: 523-3-91-1605**

**Award Date: 07/01/92**

**SPECIAL CONDITIONS**

1. **If the project is not operational within 30 days** of the original starting date of the grant period, the subgrantee must request in writing an extension of the project implementation period, giving reasons for the delay and the expected starting date.
2. **Inspection and Audit.** Grantee agrees to arrange for examinations in the form of independent audits in conformance with OMB Circular A-128, "Audits of State and Local Governments" or A-133, "Audits of Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as applicable. For-profit grantees must comply with the requirements outlined in OMB Circular A-133.

The audit report must include:

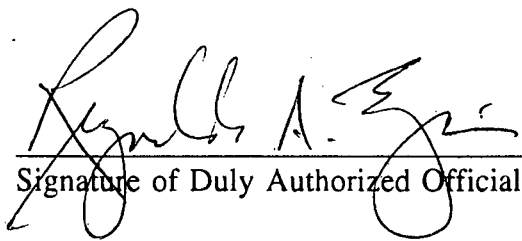
- a. The financial statements of the recipient organization, including identification of the various programs under which the organization received federal funds and the amount of the awards received.
- b. A schedule of federal assistance, showing the total expenditures for each federal assistance program. This schedule should include: (1) name of federal agency; (2) award amount; (3) period of performance; and (4) expenditure activity during the audit reporting period.
- c. The auditor's comments on the organization's systems of internal control, and systems established to ensure compliance with the terms of agreement as well as major laws and regulations affecting the expenditure of federal funds.

A copy of the audit report and the resolution of any audit findings shall be submitted to the Oregon Commission on Children and Families.

Grant Award Continuation Sheet  
(Grantee)  
Page 2

3. Authorized officials of the project must immediately sign and return enclosed OJP Forms 4061/1 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions" for this award to be effective.
4. If grantee intends to subcontract any work, a copy of the contract must be submitted to the Commission for review prior to signature.
5. The grantee, its subcontractors, if any, and all employers providing work, labor or materials under this contract shall comply with ORS 656.017, which requires subject employers (contractors with one or more employees, as defined by ORS 656.027) to provide Oregon Workers' Compensation coverage for all their subject workers.

Contractors who perform the work without the assistance of any employees need not obtain such coverage.

  
\_\_\_\_\_  
Signature of Duly Authorized Official

\_\_\_\_\_  
Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

## II: REPRESENTATIONS

### Assurances & Standards:

Applicant understands and agrees that any grant received, directly or through the Oregon Community Children and Youth Services Commission (OCCYSC) designated under Title II of the Juvenile Justice Delinquency Prevention Act of 1974, 42 U.S.C. 5601, et. seq., as amended, as result of this application shall be subject to and incorporate the following grant conditions.

1. Reports. The grantee shall submit, at such times and in such form as may be prescribed, such reports as the OCCYSC may reasonably require, including financial reports and progress reports, and final financial and narrative reports.
2. Copyrights. Where activities supported by this grant produce original books, manuals, films, or other copyrightable material, the grantee may copyright such, but OJJDP and OCCYSC reserve a royalty-free non-exclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
3. Patents. If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the grantee shall refer the discovery or invention to OJJDP, which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with Federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.
4. Discrimination Prohibited. No person shall, on the grounds of race, creed, age, color or national origin, be excluded from participation in, be refused the benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title II of the Juvenile Justice Delinquency Prevention Act of 1974, 42 U.S.C. 5601, et. seq., as amended, or under any project, program, or activity supported by this grant. The grantee must comply with the provisions and requirements of Title IV of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Office of Juvenile Justice thereunder as a condition of award of Federal funds and continued grant support required by Section 518(c) P.L. 93-83. This grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in any agency.
5. Termination of Aid. This grant may be terminated or fund payments discontinued by OCCYSC where it finds a substantial failure to comply with the provision of P.L. 93-83 as amended or regulations promulgated thereunder, including these grant conditions.

6. Inspection and Audit. The Administration and the Comptroller General of the United States and the Oregon Community Children and Youth Services Commission or any of their fully authorized representatives, shall have access for purposes of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, as provided in Section 521 of P.L. 93-83. A notice to this effect shall appear in all subgrants and other arrangements for implementation of this project.
7. Maintenance of Records. All required records shall be maintained until an audit is completed by the Federal Government and all questions arising therefrom are resolved, or five years after completion of a project, whichever is sooner.
8. Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by grantee's approved project plan and budget.
9. Allowable Costs. The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in Office of Management and Budget Circular No. A-87. "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments", as further defined and delimited in conditions 10 and 11 below.
10. Expenses Not Allowable. Grant funds may not be expended for: (a) items not part of the approved budget or separately approved by the OCCYSC; (b) purchase or construction of buildings or improvements thereon, or payment of real estate mortgages or taxes, unless specifically provided for in the grant agreement; (c) dues to organizations or federations; (d) entertainment including luncheons, banquets, gratuities or decorations; (e) purchase of automobiles or other automotive vehicles unless provided for in the grant agreement; or (f) indirect (overhead) costs, where the grantee does not have an audited indirect expense allocation system and rate acceptable to OJJDP; (g) any bonus or commission to any individual for the purpose of obtaining approval of an application for OCCYSC assistance. Expenditure of funds in excess of the submitted total cost estimate for any major budget category will be permitted only with OCCYSC approval where this involves an increase of more than 5 percent or \$1,000 - whichever is greater - in the total category cost estimate. Such increases will be deemed, in effect, to constitute an amendment of the grant application and award requiring grantor concurrence.
11. Written Approval of Changes. Grantees must obtain prior written approval from the OCCYSC for major project changes. These include: (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in the preceding condition.



12. Project Income. All interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. Interest and all other income should be applied to project purposes or in reduction of project costs. With respect to interest income, grantees shall so order their affairs as to insure minimum balances in their respective grant accounts.
13. Title to Property. Title to property acquired in whole or in part with grant funds in accordance with approved budgets shall be subject to OCCYSC policy. Grantees shall exercise due care in the use, maintenance, protection and preservation of such property during the period of project use.
14. Publications. The grantee may publish, at its own expense, the results of grant activity with prior review by OCCYSC provided that any publication (written, visual, or sound) contains an acknowledgement of OCCYSC grant support. It is requested that 10 copies of any such publication be furnished to the OCCYSC. Publication of documents or reports with grant funds beyond quantities required to meet standard report requirements must be provided for in approved project plans or budgets or otherwise approved by OCCYSC, and for large quantity publication, manuscripts must be submitted in advance to the OCCYSC.
15. Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of services to a grant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the OCCYSC. Any such arrangements shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the contractor or subgrantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project.
16. Obligation of Grant Funds. Grant funds may not, without advance written approval by the OCCYSC, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized with the grant period.
17. Fiscal Regulations. The fiscal administration of grants shall be subject to such further rules, regulations, and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the OCCYSC.
18. Release of Information. Pursuant to Section 817 of the Juvenile Justice Delinquency Prevention Act of 1974 42 U.S.C. 5601, et. seq., as amended, all records, newspapers and other documents kept by the recipients of OCCYSC funds, including subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to OJJDP. These records and other documents submitted to OJJDP and the

OCCYSC pursuant to other provisions of this Act, including the comprehensive state plan and application for funds, are required to be made available by OJJDP under the terms and conditions of the Federal Freedom of Information Act (5 U.S.C. 552).

19. Negative Declaration. Applicant hereby declares that no significant environmental impact, as defined by the National Environmental Policy Act of 1969 and OJJDP Guidelines, that may result from implementation of this program will have no adverse effect on properties listed in the National Register of Historic Places. Where this Declaration cannot be made, the applicant must attach an Environmental Impact Analysis and proceed in accordance with OMB Circular A-95 clearance procedures and appropriate OJJDP guidelines.
20. Assurance of Compliance with Civil Rights Laws. The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Justice (28 CFR Part 42) and OJJDP issued pursuant to that title, to the end that no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which Federal financial assistance is extended to it by the Department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made and the United States shall have the right to seek judicial enforcement to this assurance.
21. Grants for Construction. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions or non-compliance; provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States

to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractor and subcontracts with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violations of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

22. Building Access for Physically Handicapped. Any building construction funded from JJDPAs allocations and for which there is an intended use that will require that such building or facility be accessible to the public or may result in the employment or residence therein of physically disabled persons will have ready access to, and use of, such buildings.
23. Information System. In respect to programs related to Juvenile Justice Information Systems, the grantee agrees to insure that adequate provisions are made for system security, the protection of individual privacy and the insurance of the integrity and accuracy of data collection.

24. Clear Air Act Violations. In accordance with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seq., as amended by P.L. 91-604, the Executive Order 11602, subgrants or contracts will not be made to parties convicted of any offense under the Clear Air Act.
25. Reallocation Provision. The grantees agency shall assure that any program under which JJDP financial assistance must be used to pay all or part of the cost of any program or project which will result in displacement of any person shall conform to regulations and procedures outlined in OMB. Circular No. A-103 and provide that:
- a. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the U.S. Attorney General.
  - b. Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the U.S. Attorney General.
  - c. Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the U.S. Attorney General.
26. Non-Supplanting Condition. The applicant hereby declares that the federal funds under this grant will be used to supplement and not supplant local or state funds.
27. Special Review of Construction Programs. The State will not release any grant funds for plans or programs involving the acquisition or construction of law enforcement facilities, without submission of such programs to area-wide agencies as provided in Section 204(a) of the Demonstration Cities and Metropolitan Development Act of 1966 for receipt of comments and recommendations.
28. Section 202(a) of the Flood Disaster Protection Act of 1973 provides that no Federal agency may approve any financial assistance for construction purposes after July 1, 1985, for use in any area, identified by the Secretary of HUD, as an area having special flood hazards unless the community in the hazardous area is then participating in the National Flood Insurance Program.
29. Cancellation Special Condition. Except for a program receiving funds under the JJDP Act for a second year, a grantee must file a notice of project implementation with the OCCYSC when the program begins operation. If a program is not implemented within 60 days of the date on which the grant was accepted, the grantee shall inform the OCCYSC in writing the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If a project is not operational within 90 days after acceptance of the award, a further statement explaining the implementation delay will be submitted by the grantee to the OCCYSC. If there are extenuating circumstances, the grantee may request an extension of the

implementation date. The OCCYSC may grant the extension or cancel the grant and redistribute funds to other projects.

30. Equipment Certification. The applicant hereby declares that the equipment to be obtained under this application is not already on hand or available for use by the implementing agencies and that the equipment is not available to the implementing agencies from other sources. The applicant also declares that the implementing agencies have and will employ an effective system of equipment management and control.
31. Construction - Juvenile Justice Act. The applicant agency certifies that financial assistance for construction programs and projects shall be limited to not more than 50 percent of the cost of construction. In addition, construction using funds available under the Juvenile Justice Act is limited to innovative community-based facilities for less than 20 persons. All such programs and projects shall be subject to guidelines promulgated by the OCCYSC and OJJDP.
32. Deinstitutionalization. The applicant agency agrees to plan for and implement the requirement of Section 223 (a) (12) of the Juvenile Justice Act that juveniles who have committed offenses that would not be criminal if committed by an adult will no longer be placed in juvenile detention or correctional facilities.
33. Monitoring Activity. The applicant agency agrees to participate fully in reporting on the holding of juveniles in order to assure that the requirements of Sections 223 (a) (12) and 223 (a) (13) of P.L. 93-415 are met.
34. Grant Extensions. If a program cannot be completed within the allotted time, the grantee may request that the OCCYSC grant an extension. The request shall be in writing and shall set forth the reasons for the extension. A request for an extension which would continue a program beyond the time when a state is required to obligate funds for a particular fiscal year must be filed by the OCCYSC with OJJDP at least 90 days before the end of the obligation period and must receive the approval of OJJDP. An extension shall not be granted solely for the purpose of expending excess funds.
35. Grant Awards. Upon approval of a proposal, the OCCYSC will send to the grantee two copies of the grant award form, including any special conditions attached to the grant. The grantee must sign both forms and return one copy to the OCCYSC. This form constitutes acceptance of the special conditions, if any, by the grantee and serves as a binding contract between the OCCYSC and the grantee, subject to the provisions of subsections 5 and 29.
36. Petitions for Reconsideration. An applicant who is denied a grant or a grantee who has had a grant, or any portion of a grant, discontinued or terminated or has been given a grant in a lesser amount than such grantee believes appropriate may petition the OCCYSC for reconsideration of the matter at least 15 days prior to the next regularly scheduled

meeting of the OCCYSC. The applicant or grantee must mail copies of the petition to the OCCYSC office and directly to each Commission member. The petition must state the basis for reconsideration. In order for a hearing to be granted, the petition must raise new issues not considered previously by the OCCYSC or include allegations that proper procedures were not followed in awarding grants. If there are sufficient grounds for reconsideration the OCCYSC will notify in writing all agencies which submitted applications for the funding cycle that a hearing will be held and the basis for reconsideration. If the OCCYSC decides there are not sufficient grounds for reconsideration it will send written notification of its reasons to all agencies which would have received hearing notification. The hearing shall not be conducted de novo and shall be limited to unsworn written or oral comments concerning the issues raised in the petition. Following the hearing, the OCCYSC shall: (a) accept the petition in whole or in part and order appropriate changes in the grant allocations; (b) reject the petition; (c) continue the matter, pending receipt of additional information; or (d) refer the matter back to the JJAC for consideration of new issues raised in the petition. The OCCYSC shall rule on the petition within 60 days of the date on which the OCCYSC received the petition. The decision of the OCCYSC shall be final.

39. Lobbying. Pursuant to Section 227 (c) of the JJDP Act, the applicant hereby assures that no grant funds shall be used to pay for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a Member of the Congress or any other federal, state, or local elected official to favor or oppose any Acts, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by the Congress, any state legislature, any local council, or any similar governing body, except that this subsection shall not preclude such funds from being used in connection with communications to federal, state, or local election officials, upon the request of such officials through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the programs involved.
40. Bio-Medical Experimentation. Pursuant to Section 261 (d) of the JJDP Act, the applicant hereby assures that no grant funds will be used for any biomedical or behavior control experimentation on an individual or any research involving such experimentation.
41. Right of Privacy for Recipients of Services. Pursuant to Section 223 (a) (18) and 229 of the JJDP Act, the applicant hereby assures that procedures have been established to ensure that programs funded under the JJDP Act shall not disclose program records containing the identity of individual juveniles. Exceptions to this requirement are: (1) authorization by law; (2) the consent of either the juvenile or his/her legally authorized representative; or (3) justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.

42. Private agency applicants hereby declare that they have applied for and have been denied funding for all or part of this project by a unit of local government or a combination of local governments.

43. Certification of Equal Employment Opportunity Program.

The grantee hereby certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301, et seq. subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required.

Any person or persons affected by this grant will have the right to file a complaint of discrimination with the federal office of Civil Rights Compliance (OCRC). The grantee agrees to cooperate with the OCRC during compliance reviews within the state.

44. Audit Requirements. Pursuant to Office of Management and Budget Circular A-102, revised "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments," Attachment P, (see page 69, Appendix 3) and A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," Attachment F, (see page 4, Appendix 4) grantees, subgrantees and subrecipients have the responsibility to provide for an audit of their activities. These audits usually will be made annually, but not less frequently than every two years.

Grantees, as well as their subgrantees, contractors or other organizations under cooperative agreements or purchase of service contracts are to arrange for examinations in the form of independent audits in conformance with OMB Circulars A-102, Attachment P, or A-110, Attachment F, as applicable. These audits shall be conducted in accordance with the General Accounting office (GAO) Standards for Audit of Functions, the GAO Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any OMB approved compliance supplement and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

CERTIFICATION

I, Raymond A. Egan (person signing the application) certify that I have read the general grant conditions and assurances contained in Section II, "Representations," and that the \_\_\_\_\_ (applicant agency) is in compliance with said representations.

\_\_\_\_\_  
Date



# JJDP TRANSACTION REPORT AND CASH REQUEST

1. Reporting Agency: Multnomah County Housing & Community Services Division		5. Grant Number: 523-3-91-1605
2. Mailing Address: 421 SW 5th, Second Floor, Portland, Oregon 97204		
3. Project Title: Roosevelt Cluster Coordinator		6. Reporting Month: September 1993
4. Project Period: 07/01/93 - 09/30/93		7. Type of Report: <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Final (if final, remit unexpended cash balance)

## EXPENDITURES AND OBLIGATIONS

BUDGET CATEGORY	BUDGET TOTAL	EXPENDED THIS PERIOD	EXPENDED TO DATE	UNPAID OBLIGATIONS	UNOBLIGATED BALANCE
Personnel	\$38,000.00				
Fringe Benefits	10,000.00				
Travel					
Equipment					
Supplies					
Contractual					
Other					
Indirect Charges					
<b>TOTAL</b>	<b>\$48,000.00</b>				

## SOURCE OF FUNDS

ITEM	FEDERAL (JJDP)	LOCAL CASH*	LOCAL IN-KIND**	TOTAL
Budget	\$3,800.00	\$44,200.00		\$48,000.00
Expended to Date				
Received to Date				
Cash on Hand				
In Transit				
Cash Requested				

\*Source of Local Cash: State: \$24,000.00

Local: \$20,200.00

\*\*Source of Local In-Kind Contributions:

**CERTIFICATION:** I certify that to the best of my knowledge this report is correct and complete, and all expenditures are for the purposes as set forth in the grant. Substantiation for the charged items is attached or on file in my office.

Prepared by: \_\_\_\_\_

(Signature)

(Name)

(Phone)

(Date)

Project Director: \_\_\_\_\_

(Signature)

(Name)

(Phone)

(Date)

### FOR CCF USE ONLY

Fund/CC:	Federal Amount:
Account:	Approved: _____ Date: _____

## INSTRUCTIONS FOR JJDP TRANSACTION REPORT AND CASH REQUEST

### General Information

**REPORTING AGENCY:** Name of subgrantee.

**PROJECT TITLE:** Self-explanatory.

**PROJECT PERIOD:** Self-explanatory.

**GRANT NUMBER:** Report must be made for each individual grant.

**REPORTING MONTH:** Calendar month covered by this report. Submit within 15 days of end of reporting month.

**TYPE OF REPORT:** Indicate type of report. If funds are returned, indicate amount and attach documentation.

**CERTIFICATION:** Certification is to be dated at the time of signature.

### Expenditures and Obligations

**BUDGET CATEGORY:** These categories, outlined in the original grant application, are to be used for reporting of all expenditures.

**BUDGET TOTAL:** Indicate current budget breakdown by category and total budget for project.

**EXPENDED THIS PERIOD:** Indicate the total amount expended during the life of the grant.

**UNPAID OBLIGATIONS:** Indicate outstanding obligations incurred and not yet paid.

**UNOBLIGATED BALANCE:** Amount of project funds available for remaining grant life.

### Source of Funds

**BUDGET:** Breakdown of budget by fund source.

**EXPENDED TO DATE:** Amount expended by funding source. Total amounts must agree with **EXPENDED TO DATE** above.

**RECEIVED TO DATE:** Total received to date.

**CASH ON HAND:** Cash received and not yet disbursed. This could be a negative balance.

**IN TRANSIT:** Cash requested on previous reports, but not yet received.

**CASH REQUESTED:** Federal (JJDP) cash requested to cover needs. Amount requested combined with cash on hand must conform to regulations limiting cash balances.

**SOURCE OF LOCAL CASH/  
IN-KIND CONTRIBUTIONS:** Please indicate sources for local funds and/or in-kind contributions and amount from each source.

**NOTE:** Report figures may be rounded to the nearest whole dollar.



EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON, D.C. 20503

April 12, 1985

CIRCULAR No. A-128

TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Audits of State and Local Governments.

1. Purpose. This Circular is issued pursuant to the Single Audit Act of 1984, P.L. 98-502. It establishes audit requirements for State and local governments that receive Federal aid, and defines Federal responsibilities for implementing and monitoring those requirements.

2. Supersession. The Circular supersedes Attachment P, "Audit Requirements," of Circular A-102, "Uniform requirements for grants to State and local governments."

3. Background. The Single Audit Act builds upon earlier efforts to improve audits of Federal aid programs. The Act requires State or local governments that receive \$100,000 or more a year in Federal funds to have an audit made for that year. Section 7505 of the Act requires the Director of the Office of Management and Budget to prescribe policies, procedures and guidelines to implement the Act. It specifies that the Director shall designate "cognizant" Federal agencies, determine criteria for making appropriate charges to Federal programs for the cost of audits, and provide procedures to assure that small firms or firms owned and controlled by disadvantaged individuals have the opportunity to participate in contracts for single audits.

4. Policy. The Single Audit Act requires the following:

a. State or local governments that receive \$100,000 or more a year in Federal financial assistance shall have an audit made in accordance with this Circular.

b. State or local governments that receive between \$25,000 and \$100,000 a year shall have an audit made in accordance with this Circular, or in accordance with Federal laws and regulations governing the programs they participate in.

c. State or local governments that receive less than \$25,000 a year shall be exempt from compliance with the Act and other Federal audit requirements. These State and local governments shall be governed by audit requirements prescribed by State or local law or regulation.

h. "Indian tribe" means any Indian tribe, band, nations, or other organized group or community, including any Alaskan Native village or regional or village corporations (as defined in, or established under, the Alaskan Native Claims Settlement Act) that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

i. "Local government" means any unit of local government within a State, including a county, a borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, and any other instrumentality of local government.

j. "Major Federal Assistance Program," as defined by P.L. 98-502, is described in the Attachment to this Circular.

k. "Public accountants" means those individuals who meet the qualification standards included in generally accepted government auditing standards for personnel performing government audits.

l. "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Trust Territory of the Pacific Islands, any instrumentality thereof, and any multi-State, regional, or interstate entity that has governmental functions and any Indian tribe.

m. "Subrecipient" means any person or government department, agency, or establishment that receives Federal financial assistance to carry out a program through a State or local government, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a direct recipient of Federal financial assistance.

6. Scope of audit. The Single Audit Act provides that:

a. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

b. The audit shall cover the entire operations of a State or local government or, at the option of that government, it may cover departments, agencies or establishments that received, expended, or otherwise administered Federal financial assistance during the year. However, if a State or local government receives \$25,000 or more in General Revenue Sharing Funds in a fiscal year, it shall have an audit of its entire operations. A series of audits of individual departments, agencies, and establishments for the same fiscal year may be considered a single audit.

b. Compliance review. The law also requires the auditor to determine whether the organization has complied with laws and regulations that may have a material effect on each major Federal assistance program.

(1) In order to determine which major programs are to be tested for compliance, State and local governments shall identify in their accounts all Federal funds received and expended and the programs under which they were received. This shall include funds received directly from Federal agencies and through other State and local governments.

(2) The review must include the selection and testing of a representative number of charges from each major Federal assistance program. The selection and testing of transactions shall be based on the auditor's professional judgment considering such factors as the amount of expenditures for the program and the individual awards; the newness of the program or changes in its conditions; prior experience with the program, particularly as revealed in audits and other evaluations (e.g., inspections, program reviews); the extent to which the program is carried out through subrecipients; the extent to which the program contracts for goods or services; the level to which the program is already subject to program reviews or other forms of independent oversight; the adequacy of the controls for ensuring compliance; the expectation of adherence or lack of adherence to the applicable laws and regulations; and the potential impact of adverse findings.

(a) In making the test of transactions, the auditor shall determine whether:

-- the amounts reported as expenditures were for allowable services, and

-- the records show that those who received services or benefits were eligible to receive them.

(b) In addition to transaction testing, the auditor shall determine whether:

-- matching requirements, levels of effort and earmarking limitations were met,

10. Relation to other audit requirements. The Single Audit Act provides that an audit made in accordance with this Circular shall be in lieu of any financial or financial compliance audit required under individual Federal assistance programs. To the extent that a single audit provides Federal agencies with information and assurances they need to carry out their overall responsibilities, they shall rely upon and use such information. However, a Federal agency shall make any additional audits which are necessary to carry out its responsibilities under Federal law and regulation. Any additional Federal audit effort shall be planned and carried out in such a way as to avoid duplication.

a. The provisions of this Circular do not limit the authority of Federal agencies to make, or contract for audits and evaluations of Federal financial assistance programs, nor do they limit the authority of any Federal agency Inspector General or other Federal audit official.

b. The provisions of this Circular do not authorize any State or local government or subrecipient thereof to constrain Federal agencies, in any manner, from carrying out additional audits.

c. A Federal agency that makes or contracts for audits in addition to the audits made by recipients pursuant to this Circular shall, consistent with other applicable laws and regulations, arrange for funding the cost of such additional audits. Such additional audits include economy and efficiency audits, program results audits, and program evaluations.

11. Cognizant agency responsibilities. The Single Audit Act provides for cognizant Federal agencies to oversee the implementation of this Circular.

a. The Office of Management and Budget will assign cognizant agencies for States and their subdivisions and larger local governments and their subdivisions. Other Federal agencies may participate with an assigned cognizant agency, in order to fulfill the cognizance responsibilities. Smaller governments not assigned a cognizant agency will be under the general oversight of the Federal agency that provides them the most funds whether directly or indirectly.

b. A cognizant agency shall have the following responsibilities:

(1) Ensure that audits are made and reports are received in a timely manner and in accordance with the requirements of this Circular.

(2) Provide technical advice and liaison to State and local governments and independent auditors.

Definition of Major Program as Provided  
in P.L. 98-502

"Major Federal Assistance Program," for State and local governments having Federal assistance expenditures between \$100,000 and \$100,000,000, means any program for which Federal expenditures during the applicable year exceed the larger of \$300,000, or 3 percent of such total expenditures.

Where total expenditures of Federal assistance exceed \$100,000,000, the following criteria apply:

Total Expenditures of Federal Financial Assistance for All Programs		Major Federal Assistance Program Means any Program That Exceeds
<u>more than</u>	<u>but less than</u>	
\$100 million	1 billion	\$ 3 million
1 billion	2 billion	4 million
2 billion	3 billion	7 million
3 billion	4 billion	10 million
4 billion	5 billion	13 million
5 billion	6 billion	16 million
6 billion	7 billion	19 million
over 7 billion		20 million

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 12-16-93

**NAME** Tom CROPPER

**ADDRESS** PO BOX 18025

**STREET** PORTLAND 97218-0025

**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-16

**SUPPORT** **OPPOSE** X

**SUBMIT TO BOARD CLERK**



#2

PLEASE PRINT LEGIBLY!

MEETING DATE 12/16

NAME RICK SANDERS

ADDRESS 8708 NW KASAR

STREET PONTIAC OR 97231

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-16

SUPPORT \_\_\_\_\_ OPPOSE X

SUBMIT TO BOARD CLERK

MEETING DATE: DEC 16 1993

AGENDA NO: R-160

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** INTERGOVERNMENTAL AGREEMENT TO TRANSFER COUNTY PARKS AND EXPO CENTER TO METRO

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

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

**REGULAR MEETING:** Date Requested: \_\_\_\_\_

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

**DEPARTMENT:** DES **DIVISION:** ADMINISTRATION

**CONTACT:** BETSY WILLIAMS **TELEPHONE #:** 248-5012  
**BLDG/ROOM #:** 412/206

**PERSON(S) MAKING PRESENTATION:** BETSY WILLIAMS

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

THIS INTERGOVERNMENTAL AGREEMENT TRANSFERS THE OPERATION AND MANAGEMENT OF THE COUNTY'S PARKS PROGRAM AND THE EXPOSITION CENTER TO METRO, EFFECTIVE JANUARY 1, 1994, PURSUANT TO THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN MULTNOMAH COUNTY AND METRO APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON OCTOBER 14, 1993. PHASE I OF THIS AGREEMENT INCLUDES THE TRANSFER OF ALL AFFECTED PERSONNEL, AS WELL AS THE FINANCIAL ASSETS OF THE COUNTY'S RECREATION FUND.

PHASE II (JULY, 1996) OF THIS AGREEMENT PROVIDES FOR THE TRANSFER OF OWNERSHIP OF THESE COUNTY FACILITIES AND ASSOCIATED PROPERTY TO METRO, EXCLUDING NEIGHBORHOOD PARKS.

**SIGNATURES REQUIRED:** 12/20/93 originals to Betsy Williams; copy to John DeBaz

**ELECTED OFFICIAL:** [Signature]

**OR**

**DEPARTMENT MANAGER:** Betsy H. Williams

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

## INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement Regarding Transfer of Regional Parks,  
Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities  
Presently Owned and Operated by Multnomah County to Metro.

This Agreement dated as of \_\_\_\_\_, 199\_\_, is between Metro (METRO); and  
Multnomah County (COUNTY).

### TABLE OF CONTENTS

RECITALS .....	2
SECTION 1      DEFINITIONS .....	3
SECTION 2      PURPOSE .....	4
SECTION 3      TERMS OF TRANSFER .....	5
SECTION 4      RECORDS AND INFORMATION .....	23
SECTION 5      DISPUTE RESOLUTION .....	25
SECTION 6      REMEDIES .....	26
SECTION 7      TERMINATION .....	26
SECTION 8      PHASE II TRANSFER OF OWNERSHIP .....	29
SECTION 9      AUTHORITY TO MAKE DECISIONS .....	30
SECTION 10     ASSIGNMENT AND TRANSFER .....	30
SECTION 11     ATTORNEYS' FEES .....	31
SECTION 12     NOTICE .....	31
SECTION 13     EXECUTION OF FURTHER DOCUMENTS .....	32
SECTION 14     WAIVERS .....	33
SECTION 15     ENTIRE AGREEMENT .....	33

## **RECITALS:**

1. METRO and COUNTY were two key participants in the preparation of the Metropolitan Greenspaces Master Plan adopted July 1992. The November 1992 bond measure to fund METRO acquisition of Greenspaces raised the issue of METRO's operations and maintenance capability. Consolidation of COUNTY Parks and METRO Greenspaces personnel and policy implementation creates METRO operations and maintenance capability with experienced COUNTY personnel.

2. The COUNTY and METRO have been involved in extensive negotiations regarding transfer of regional parks, recreational facilities, natural areas, golf courses, cemeteries, and trade/spectator facilities presently owned and operated by COUNTY to METRO.

3. The negotiating process produced a Memorandum of Understanding which stated proposed principles to govern an initial phase of transfer and consolidation; which expressed the intention of the COUNTY and METRO to approve a formal intergovernmental agreement consistent with those principles; and which anticipated that the formal intergovernmental agreement would be prepared and approved as soon as possible.

4. The Metro Council and the County Commission approved the Memorandum of Understanding.

5. This Agreement has been prepared to implement the Memorandum of Understanding.

////

## **SECTION 1**

### **DEFINITIONS**

In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:

"Council" or "Metro Council" means the Metro Council provided for in the 1992 Metro Charter, or the lawful successor thereto.

"County" means Multnomah County, Oregon, or the lawful successor thereto.

"County Chair" means the duly elected Chair of the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Commission" means the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Facilities" means all park facilities (except Vance Park) and natural areas currently owned or operated by COUNTY, including but not limited to Glendoveer Golf Course; Pioneer Cemeteries; the Multnomah County Exposition Center (EXPO), including any COUNTY-owned property appurtenant to EXPO; and any new acquisitions of natural areas by COUNTY. A complete list of all properties contemplated for transfer is attached and incorporated herein as Exhibit 1.

"EXPO" means the Multnomah County Exposition Center, including any COUNTY-owned property appurtenant thereto.

"Metro" means Metro or the lawful successor thereto.

"Metro ERC" means the Metropolitan Exposition-Recreation Commission.

**"Metro ERC Facilities"** means the Oregon Convention Center and other convention, trade, or spectator facilities owned by Metro or operated by Metro ERC.

**"Metro Executive Officer"** or **"Executive Officer"** means the duly elected Metro Executive Officer provided for in the 1992 Metro Charter or the lawful successor thereto.

**"Neighborhood Parks"** means those of the County Facilities which are identified as such in Exhibit 1, except Vance Park.

**"Other Facilities"** means present and future regional parks, natural areas, golf courses, cemeteries, and trade/spectator facilities other than the County Facilities and current Metro and Metro ERC Facilities.

## **SECTION 2**

### **PURPOSE**

The purpose of this Agreement is to provide for a two-phase consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities presently owned and operated by COUNTY, including but not limited to Glendoveer Golf Course, Pioneer Cemeteries, and EXPO, into the mix of natural spaces and trade/spectator facilities currently owned or operated by METRO, and to provide for METRO operation and management of any Neighborhood Parks operated by COUNTY on a limited basis. The first phase of consolidation shall be of limited duration pending full consolidation, including transfer of ownership of the County Facilities to METRO, with the exception of any Neighborhood Parks. The first phase of consolidation is a management and operation agreement for all County Facilities managed and operated within the current

Multnomah County Recreation Fund. It is understood between COUNTY and METRO that the second phase of consolidation, including transfer of ownership, is of critical importance, and that PHASE I consolidation of operation and management is merely intended to promote a smooth and harmonious transfer of those County Facilities to METRO that are of "metropolitan concern" or otherwise within METRO's authority.

This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and COUNTY. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

### **SECTION 3**

#### **TERMS OF TRANSFER**

##### **A. Transfer of Operation and Management**

Effective January 1, 1994, COUNTY hereby transfers all operational and management rights and responsibilities for the following programs, activities, properties and/or facilities currently budgeted in the Multnomah County Recreation Fund, along with all funds and revenues related to these programs, to METRO:

1. All park facilities (except Vance Park) and natural areas currently owned or operated by COUNTY;
2. Glendoveer Golf Course;
3. Pioneer Cemeteries;
4. EXPO; and

5. Any new acquisitions of regional natural areas by COUNTY subsequent to the date of this Agreement shall be transferred to METRO under the same terms and conditions set out in this Agreement for the other COUNTY facilities.

A complete list of all properties hereby affected is attached and incorporated herein as Exhibit 1.

These programs, activities, and facilities shall henceforth be referred to in this Agreement as the County Facilities, but, all said facilities other than any Neighborhood Parks will be identified exclusively as Metro-operated Facilities to the public and to users of those facilities, effective January 1, 1994. METRO shall have full power and authority to organize, manage, and operate the County Facilities as METRO deems appropriate.

B. Maintenance of Effort

METRO agrees to exert its best efforts to operate and maintain the EXPO, cemeteries, parks, recreation facilities, natural areas, established cultural and educational programs, natural and cultural resources, and all related appurtenances being transferred as part of this Agreement in a manner which assures sustainable and continuous public use, safety and enjoyment at a level at least equal to that maintained by the COUNTY prior to the transfer, provided that sufficient funds remain available for such purposes. In the event of a shortfall requiring program curtailment, METRO and COUNTY shall meet to discuss available options. Provided, however, that METRO may suspend swimming or other water-related activities in Blue Lake Park whenever METRO determines that such a suspension would be prudent for health or safety reasons.



**C. Real and Personal Property**

1. Effective January 1, 1994, COUNTY hereby transfers to METRO the right to beneficial use of all real and personal property comprising the County Facilities, including any personal property associated with the management or operation of the County Facilities. COUNTY shall not take any action with regard to the real property or personal property comprising the County Facilities that would interfere with management and operation of the County Facilities by METRO. During PHASE I of this Agreement, METRO shall list COUNTY as an additional insured on METRO property policies with respect to the County Facilities.

2. During PHASE I of this Agreement, COUNTY shall provide Multnomah County Fleet and Electronics service to provide maintenance and upkeep on all equipment associated with the County Facilities. COUNTY shall provide a standard of maintenance and upkeep at least equal to the standard previously kept by COUNTY for said equipment. COUNTY shall bill METRO for the cost of such services, in the same manner and at the same rate as charged to other COUNTY areas for comparable services. At METRO's option, such services and billing shall continue during PHASE II consolidation.

**D. Contracts and Licenses**

1. Effective January 1, 1994, COUNTY shall assign to METRO, all contracts, permits, rental agreements, and licenses to which COUNTY is a party and which are assignable without the consent of other parties. After January 1, 1994, these contracts, permits, rental agreements, and licenses shall be subject to management and control by METRO, or Metro ERC, as Metro shall designate.

2. Effective January 1, 1994, COUNTY shall assign to METRO all contracts, permits, rental agreements, and licenses to which COUNTY is a party, the assignment to be effective January 1, 1994, or upon obtaining the consent of the other parties thereto, whichever occurs later. Upon the effective date of assignment, these contracts, permits, rental agreements, and licenses shall be subject to the management and control of METRO, or Metro ERC as Metro shall designate. METRO shall perform all obligations of COUNTY as set forth in the assigned contracts and shall not permit any contract to be defaulted by action or inaction.

E. Multnomah County Recreation Fund

Effective January 1, 1994, COUNTY will transfer to METRO all funds less current obligations contained within the Multnomah County Recreation Fund generated by, or attributed to the County Facilities. Said funds shall include all revenues attributable to the County Facilities, now or in the future, from whatever source. COUNTY represents, and warrants, that all funds currently contained within the Multnomah County Recreation Fund are properly contained within that fund in full compliance with all applicable laws and regulations. By way of example and not as a limitation, transfer of funds under this Agreement shall include the current balances of dedicated trust funds or accounts held by the Parks Division, including the Blue Lake Outdoor Performing Arts Stage Fund, the Oxbow Park Nature Center Fund, the Willamina Farmer Trust Fund, and the Tibbetts Flower Fund, provided, however, that those funds shall be used exclusively for their dedicated purposes, and in accordance with the terms of any applicable trust documents. Metro shall maintain

any special trust funds or accounts in accordance with the requirements of all applicable public budgeting laws.

1. Retention for Incurred Expenses. COUNTY shall retain a maximum of \$100,000 to pay expenses incurred prior to January 1, 1994, but not yet paid. By March 1, 1994, COUNTY shall provide METRO with an accounting of all expenses paid and shall forward any remaining balance to METRO. COUNTY acknowledges that liabilities for Multnomah County Recreation Fund expenditures incurred through December 31, 1993, remain the responsibility of the COUNTY. Payroll, invoices and bills for goods and services incurred prior to January 1, 1994, and consistent with the existing Recreation Fund Budget and special trust fund or account agreements shall be forwarded to the COUNTY for payment. COUNTY agrees to promptly pay all such liabilities and expenses incurred prior to January 1, 1994. COUNTY agrees to hold METRO harmless from liability for Recreation Fund, special trust fund and account expenditures incurred through December 31, 1993. Any expenses incurred prior to January 1, 1994, are to be paid out of the \$100,000 retained to pay such expenses. It is agreed that should an expense incurred prior to January 1, 1994, or a revenue earned or received at any time, be received after the final transfer of funds, the COUNTY will forward the expense or revenue to METRO within 15 days of receipt of any such times and METRO will be responsible to take appropriate action.

2. Natural Areas Acquisition and Protection Fund. The parties agree that maintaining the purpose and integrity of the County's Natural Areas Acquisition and Protection Fund is of the highest importance. The parties agree that the Natural Areas Acquisition and Protection Fund shall be maintained for its stated purpose, in accordance

with Multnomah County Resolution No. 93-338 (attached as Exhibit 2). It is agreed by the parties that the proceeds from any further sales of the property known generically as "the Edgefield property" or "Edgefield Manor" shall be placed within the Natural Areas Acquisition and Protection Fund, consistent with Multnomah County Resolution No. 93-338.

3. Expenditures from Natural Areas Acquisition and Protection Fund. The COUNTY and METRO will cooperate to develop an annual budget proposal for the Natural Areas Fund, to be presented and adopted by the Board of County Commissioners in their annual budget process. The budget approved by the Board of County Commissioners for the Natural Areas Fund shall be consistent with purposes and priorities as identified in the Multnomah County Natural Areas Protection and Management Plan. The COUNTY shall fully reimburse METRO for expenses incurred by METRO for those portions of the Natural Areas Fund budget to be implemented by METRO, including compensation and benefits for COUNTY personnel transferred to METRO whose compensation is currently budgeted out of the fund. Prior to the expenditure of funds for acquisition of land or other easements, METRO shall consult with the COUNTY and receive Board of County Commissioners approval of the acquisition. The Board of County Commissioners shall not withhold approval of acquisitions and expenditures which are consistent with the purposes contained in the Natural Areas Protection and Management Plan.

4. Capital Improvements/ADA Compliance. The parties agree that the COUNTY shall complete and carry out any currently budgeted capital improvements and/or ADA compliance projects planned for the COUNTY facilities, regardless of whether funds for such improvements/projects are budgeted in the Multnomah County Recreation Fund or elsewhere

in the COUNTY's budget. COUNTY shall complete these improvements/projects by transferring the appropriate budgeted funds to Metro upon the effective date of this Agreement, unless the parties agree upon an alternative method of completion.

F. Metro Regional Parks/Expo Fund

1. Effective no later than January 1, 1994, METRO shall establish a new recreation fund as part of the METRO budget, known as the Metro Regional Parks/Expo Fund. All funds formerly in the Multnomah County Recreation Fund shall be transferred to the Metro Regional Parks/Expo Fund. All revenues attributable to the County Facilities, from whatever source, shall be placed within the Metro Regional Parks/Expo Fund. The Metro Regional Parks/Expo Fund shall be spent only on the operation, management, marketing, maintenance, and improvement of the County Facilities, which shall include any overhead or central services charges which METRO attributes to the County Facilities for provision of services by METRO or Metro ERC.

2. In no event shall METRO be required to fund and/or subsidize the County Facilities or the Metro Regional Parks/Expo Fund with funds from any other METRO program, activity, or fund, provided, however, that METRO may, in its sole discretion, and, excepting any Neighborhood Parks, transfer METRO funds to the County Facilities or the Metro Regional Parks/Expo Fund, whenever it determines that it is in the regional interest to do so. In the event that METRO does transfer METRO funds to the County Facilities or the Metro Regional Parks/Expo Fund, METRO may transfer such funds back to METRO whenever and in such a manner as it sees fit. METRO may charge a reasonable rate of interest for METRO funds transferred to the County Facilities or the Metro Regional

Parks/Expo Fund. METRO may transfer funds from one COUNTY facility to another as it sees fit. However, no funds from any other METRO program, activity or fund shall be used for maintenance and operation of any Neighborhood Parks identified in Exhibit 1.

G. Money Transfers, Accounting, and Auditing

1. Receivables. COUNTY hereby assigns to Metro as of January 1, 1994, all COUNTY accounts receivable and other receivables existing as of that date or thereafter accruing which pertain to the County Facilities.

2. Adjustments Following Audit. A portion of COUNTY's official independent audit for FY 1993-94 shall cover all COUNTY operations for the entire period ending December 31, 1993. On completion and acceptance by COUNTY of the portion of the official COUNTY independent audit covering COUNTY for FY 1993-94, adjustment shall be made in the amounts of any funds and receivables transferred pursuant to this Agreement as indicated by the audit so as to bring the amounts retained by COUNTY with respect to any funds applicable to the County Facilities to zero. In the event of excess transfers to METRO, METRO shall refund the amount of the excess to COUNTY as appropriate. In the event of deficient transfers to METRO, COUNTY shall transfer the amount of the deficiency to METRO for use as provided herein. COUNTY shall encourage its auditors to complete the portion of the audit covering the County Facilities as quickly as possible. Any dispute between the parties regarding funds to be transferred shall be resolved pursuant to Section 5 of this Agreement.

3. Event and Concession Bank Accounts. To the extent that COUNTY maintains in its name, or in the name of any of the County Facilities, bank accounts into which

COUNTY deposits event- and concession-related revenues, from which it pays event- and concession-related expenses including amounts owing to COUNTY from the event sponsors and concessionaires, and from which it pays the balance after expenses to the event sponsors and concessionaires, on January 1, 1994, ownership of the accounts shall be transferred to METRO, or the accounts may be closed and the account balances transferred to new accounts opened by METRO or Metro ERC, or some comparable change may be made, as determined by METRO. COUNTY shall execute whatever documents are necessary to accomplish the change.

4. Financial Reporting. For financial reporting purposes the parties agree that METRO will be the primary government for financial reporting of the activities covered under this Agreement and transferred to METRO as defined in Governmental Accounting Standards Board (GASB) Statement 14. While only EXPO is currently contemplated for management by the Metro ERC component unit of METRO, to avoid future uncertainty regarding the status of any functions transferred, the following states the facts of the transfer (as outlined in GASB Statement 14):

- (a) METRO appoints all members of Metro ERC, pursuant and subject to Chapter 6 of the Metro Code.
- (b) METRO is able to impose its will, as defined in GASB Statement 14, on Metro ERC for operations of EXPO, which includes budgetary, financial, and other management controls.

- (c) Upon the date of transfer, METRO is solely responsible for any financial benefit or burden from the operations and management of the EXPO by Metro ERC.
- (d) All functions transferred to METRO as part of the Agreement which are not managed by Metro ERC are not legally separate entities and METRO holds all the corporate powers as defined in GASB Statement 14, paragraph 15. As such, these functions are to be reported as part of METRO'S primary governmental financial activity.

H. EXPO/Multnomah County Fair

- 1. EXPO shall be managed and operated by METRO by and through its Metropolitan Exposition-Recreation Commission, subject to whatever changes the Metro Council may from time to time make in the management, operation, or existence of its Metropolitan Exposition-Recreation Commission.
- 2. METRO shall assume responsibility for the EXPO master plan process begun by COUNTY. This shall include implementation of the "Portland Exposition Center Facilities Plan," prepared by COUNTY, to the extent feasible as determined by further studies, further METRO/Metro ERC planning efforts, and by the availability of resources for implementation.
- 3. COUNTY represents and warrants to METRO (a) that the current arrangements surrounding the Multnomah County Fair, the Multnomah County Fair Board, and Multnomah County, which, inter alia, require the Fair to pay a fee for the use of EXPO, are lawful, proper, and in full compliance with the provisions of any agreements, deeds,



duties, or contracts, express or implied, which exist regarding the Fair or EXPO, and (b) that Multnomah County has full authority to enter into and carry out this Intergovernmental Agreement insofar as EXPO, the Multnomah County Fair, and all other County Facilities are concerned. The provisions of Section 3(M)(1) shall include any claims made by or on behalf of the Multnomah County Fair, the Multnomah County Fair Board, any users of the Fair, or any parties claiming contractual rights, including claims of any third party beneficiaries, with respect to EXPO, the Fair or the COUNTY's past, present, or future actions with respect to EXPO or the Fair. The Multnomah County Fair shall continue to be the sole and exclusive responsibility of COUNTY. METRO shall continue to make EXPO space and expertise available for the Multnomah County Fair, through a contract(s) with the Multnomah County Fair Board. COUNTY may specify the dates for the fair. COUNTY shall give METRO reasonable notice of such dates consistent with normal business practice.

4. Both the COUNTY and METRO recognize the value of the County Fair to the community and are committed to the future success of the County Fair. Based on the Fair's historical relationship to EXPO, during and for the calendar years of 1994 and 1995 METRO agrees to the following: (a) METRO shall not charge the Fair rent for the use of EXPO; (b) the Fair may maintain its current storage area at EXPO in a manner substantially similar to existing historical practice; (c) METRO shall provide the Fair with staff support services for set-up, breakdown, facility maintenance, and consulting by permanent full-time METRO or Metro ERC employees at no charge, but will pass through any out-of-pocket expenses incurred in connection with the Fair, in accordance with standard Metro ERC policies and practices; (d) Metro Parks staff shall provide greenhouse space, labor, and planting to the

Fair at no charge, in a manner substantially similar to existing historical practice; (e) in the event that COUNTY hires a Fair Manager, METRO shall provide office space at EXPO without rental charge; (f) during the Fair any net concession or parking revenue at the Fair shall be considered revenues of the Fair. In the event that the COUNTY hires a Fair Manager, or other personnel to assist with the Fair, those positions shall be the exclusive responsibility of the COUNTY, and shall be funded in all respects by the COUNTY. Continuation of any special considerations granted to the Fair in this paragraph shall be jointly reviewed by the COUNTY and METRO within the framework of negotiations toward PHASE II transfer of ownership.

I. Park Facilities, Cemeteries, Natural Areas, and Glendoveer Golf Course

All park facilities, natural areas, cemeteries, and golf courses transferred pursuant to this Agreement shall be incorporated into a new Metro Parks and Greenspaces Department, to be established, operated, and managed by METRO; provided, however, that these facilities may be combined for operations purposes with other programs, projects, or operations, as determined to be appropriate by METRO, provided that METRO shall notify COUNTY prior to any major realignments or reorganizations.

J. Personnel

Effective January 1, 1994, all staff presently budgeted in the County Recreation Fund shall be transferred to METRO. METRO agrees that all COUNTY employees transferred to METRO by this Agreement shall be held harmless from any layoffs or reductions in force directly related to the City of Portland/METRO/Oregon Arena Corporation agreement. All COUNTY employees transferred to METRO by this Intergovernmental Agreement shall be

permitted to transfer any accrued vacation time and any accrued sick time with them to METRO, to the extent and in the manner permitted by ORS 236.610(2). COUNTY shall be responsible for any obligations which might exist with respect to accrued compensation time or personal leave, as well as with respect to accrued vacation time in the event that any employee elects not to transfer over 80 hours of vacation time pursuant to ORS 236.610(2). COUNTY shall pay to METRO an amount determined to be the cash equivalent of the amount of vacation time transferred by each employee, in addition to any other funds to be transferred by COUNTY to METRO pursuant to this Agreement. METRO shall provide space in its new Metro Regional Center for the Parks administrative staff transferred as part of this Intergovernmental Agreement. This Intergovernmental Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and the COUNTY. This Intergovernmental Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever. It is the specific intention of the COUNTY and METRO that the rights, if any, of any employees transferred under this Intergovernmental Agreement shall be governed exclusively by ORS 236.610 to 236.650 and adjudicated via the procedures provided by those statutes and no other.

K. User Fees

METRO shall have the sole responsibility and authority to set user fees for any or all of the County Facilities except that METRO shall not increase user fees for County Facilities prior to July 1, 1994, without the joint agreement of the COUNTY and METRO.

**L.     Excise Tax**

METRO shall have the sole responsibility and authority to exact an excise tax on all programs and activities comprising, or taking place at, the County Facilities, except that METRO shall not increase or impose such an excise tax prior to July 1, 1994, without the joint agreement of the COUNTY and METRO. Any excise tax receipts shall not be restricted to the benefit of the County Facilities, but shall be used for any public purpose deemed appropriate by METRO.

**M.     Indemnification**

1.     COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place prior to January 1, 1994, arising from the operations of the County Facilities. COUNTY's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated prior to January 1, 1994, or is the result of conditions which were created prior to January 1, 1994.

2.     METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and

save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place on or after January 1, 1994, arising from the operations of the County Facilities by METRO or Metro ERC. METRO's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated on or after January 1, 1994, or is the result of conditions which were created on or after January 1, 1994. Provided, however, that during PHASE I of this Agreement, METRO's duties of indemnification and defense shall be limited to the amount transferred by COUNTY to METRO as provided in Section 3(F)(1).

3. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO, Metro ERC, and COUNTY, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or person other than METRO, COUNTY, and their respective officers, employees, and agents.

N. County Ordinances/Services

1. All COUNTY resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities in force and effect on January 1, 1994, shall remain in force and effect with regard to the County Facilities until superseded or repealed by any ordinance, resolution, executive order, procedure or rule duly adopted or

promulgated by METRO, subject, however, to any restrictions contained in paragraphs K and L. In the case of EXPO, METRO may delegate its authority to supersede or repeal previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede or repeal previous COUNTY directives that may require COUNTY action to amend COUNTY ordinances.

2. METRO shall have full power and authority to enforce any COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities, to the full extent that COUNTY possesses such authority. In the case of EXPO, METRO may delegate its enforcement authority to Metro ERC.

3. Notwithstanding any other provisions herein, COUNTY shall continue to provide any services, including but not limited to, health-related or law enforcement services, that it has previously provided to the County Facilities, including but not limited to the provision of inmate labor services, in at least the same manner and to the same extent that such services were provided prior to transfer. COUNTY may bill METRO for the cost of such services only to the extent that COUNTY bills other COUNTY programs for the cost of such services. In addition, the COUNTY shall continue to pay property assessments on County Facilities and shall continue its annual contribution to the Oregon Historical Society, for the operation of the Bybee-Howell House, until implementation of PHASE II (transfer of ownership). Provided, however, that METRO shall pay the impending sewer assessment and property taxes for Glendoveer Golf Course out of the County Recreation Fund transferred to

METRO. During PHASE I of this Agreement, COUNTY shall provide space for cemetery personnel, including garage and storage space, at no charge.

4. The Multnomah County Parks Advisory Committee shall continue in its present capacity until such time as METRO creates a Regional Parks Advisory Committee. It is anticipated by the parties that the current Multnomah County Parks Advisory Committee shall become an important part of any future Regional Parks Advisory Committee.

O. Transition Team

To ensure a smooth transition of services, a transition team will be established consisting of the Director of Environmental Services from Multnomah County, a representative of the County Chair, the Deputy Executive Officer of METRO, the Metro Council Administrator, and the General Manager of the Metro ERC facilities. This team will be responsible for information sharing among the agencies, resolution of minor contract disputes, and coordination of services. This transition team will meet as needed until PHASE II of this Agreement.

P. Reporting Requirements

METRO shall provide the Director of Environmental Services with a written report on activities within the County Facilities on a quarterly basis. This report shall include a financial status on the COUNTY programs, a summary of activity level at each facility, and a brief narrative of unusual or important issues or situations that have occurred during the reporting period. This report is due to the COUNTY no later than October 25, January 25, April 25 and July 25.

In addition, METRO shall advise the Director of Environmental Services in writing immediately in the event of fee changes, ordinance revisions, significant organizational changes within COUNTY programs, and/or major changes in policy which affect County Facilities or programs.

Q.     Neighborhood Parks

The Neighborhood Parks shall be transferred to Metro in accordance with this Agreement for operational and management purposes only. It is understood that the level of maintenance for Neighborhood Parks shall not exceed that provided by the COUNTY at the time of transfer, except as may be required by law. The provisions of Section 7, PHASE II Transfer of Ownership, shall not be construed so as to apply to any Neighborhood Parks. It is anticipated by the parties that operation, management, and possibly, ownership of the Neighborhood Parks shall be transferred by COUNTY to the City of Portland, or some other entity. METRO shall cooperate with any COUNTY directives regarding appropriate transfer of Neighborhood Parks' operation, management, and/or ownership. At all times, METRO's operation and management of any Neighborhood Parks shall be pursuant to this intergovernmental agreement, and shall be fully compensated. METRO may direct any surplus resulting from the operation and management of the other County Facilities towards the cost of operating, managing, and otherwise maintaining the Neighborhood Parks. In the event that any surplus resulting from the operation and management of the other County Facilities is insufficient to cover the cost of operating, managing, and otherwise maintaining the Neighborhood Parks, METRO shall be fully reimbursed for said costs by COUNTY. METRO may, in its discretion, establish a separate Neighborhood Parks Account within the



Metro Regional Parks/Expo Fund referred to in Section 3(E), in order to assure proper segregation of Neighborhood Parks costs.

#### **SECTION 4**

##### **RECORDS AND INFORMATION**

###### **A. County Records Requested by Metro/Metro ERC**

If requested by METRO or Metro ERC, and to the extent permitted by law, COUNTY shall provide to METRO or Metro ERC either the originals or copies of any records in its possession regarding the County Facilities, including any records in any electronic format. The requesting party shall reimburse the provider for the reasonable costs of providing the records or copies thereof, if billed by the provider. All original records provided under this subsection shall remain the property of the provider, even though in the possession of Metro ERC or METRO. Metro ERC and METRO shall not destroy or otherwise dispose of the original records without the prior written consent of the provider.

###### **B. Records and Information to be Provided in Advance of Effective Date**

In addition to any records requested by METRO or Metro ERC, COUNTY shall provide the following records and information as soon as possible, and in no event later than December 1, 1993:

1. A specific list of all funds to be transferred, their financial history, current fund balance, and restrictions on usage and collection, if any.
2. An inventory of all fixed assets, including depreciation schedule and book value.

3. An inventory of all personal property to be transferred, including any maintenance agreements.
4. A list of all current contracts applicable to the County Facilities, including but not limited to service, vendor, and exhibitor contracts, with copies attached.
5. A compilation of all policies, ordinances and regulations which govern the operations of the County Facilities.
6. A list of any unwritten agreements, practices, or understandings which customers of the County Facilities may expect to be continued.
7. A list of all staff to be transferred, including payroll records, general ledger account balances, current COUNTY classifications, job descriptions, and any current assignments.
8. A list of current or foreseen assessments against property.
9. Any estimates or studies, complete or incomplete, of any structural improvements needed or recommended for the COUNTY facilities, including any safety recommendations.
10. A list of all services provided by the COUNTY to the COUNTY facilities by other COUNTY departments or divisions, and any internal COUNTY charges imposed for such services.
11. A description of any known environmental hazards or exposures, including but not limited to underground fuel tanks, PCBs, and asbestos.

////

## SECTION 5

### DISPUTE RESOLUTION

#### A. Exhaustion of Dispute Resolution Process Required

Neither party shall resort to litigation to enforce any of the terms of this agreement unless and until the dispute resolution process established in this section has been completed, provided, however, that a party may institute litigation in a court of competent jurisdiction to require a party to participate as provided herein.

#### B. Procedure

In the event of a dispute arising under this Agreement between the parties, the parties shall first attempt to resolve the dispute by negotiations with each other in good faith. In the event that such negotiations do not provide a mutually-agreeable settlement, either party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation of dispute resolution proceedings to the Metro Executive Officer, to the County Chair, and to a person mutually agreed to by the Metro Executive Officer and the County Chair. The three together shall constitute the Dispute Resolution Committee. The notice shall identify the dispute as to which the dispute resolution process is being initiated.
2. Not later than fifteen (15) days after receipt of the notice of initiation, each party to this Agreement may submit a written statement to the Dispute Resolution Committee stating the party's position on the dispute.
3. Not later than thirty (30) days after notice of initiation, the Dispute Resolution Committee shall decide on a resolution of the dispute and shall notify the parties to this

Agreement of the resolution. Decisions of the Dispute Resolution Committee shall be by majority vote.

4. Decisions of the Dispute Resolution Committee shall be final and binding on the parties unless, within 60 days of receipt of the decision of the Committee, the governing board of either party by duly adopted resolution gives written notice of its rejection of the decision.

## **SECTION 6**

### **REMEDIES**

In the event a party fails to comply with any provision of this Agreement, then any other party shall be entitled to any remedy available at law or in equity, provided that the party has first exhausted its remedies under Section 5 of this Agreement. The termination of this Agreement shall not prevent a party from receiving any additional remedy not inconsistent with the events specified to occur on termination.

## **SECTION 7**

### **TERMINATION**

#### **A. Termination by Mutual Agreement**

The parties may terminate this Agreement at any time prior to PHASE II transfer of ownership by mutual written agreement. The procedure on termination by mutual agreement shall be determined by the termination agreement.

**B. Automatic Termination**

In the event that the parties do not reach a mutual written agreement for PHASE II transfer of ownership by January 1, 1996, this Agreement shall terminate effective June 30, 1996. On the effective date of the termination, the events described in subsection (D)(1-9) of this Section shall occur.

**C. Unilateral Termination**

In the absence of a signed written agreement among the parties hereto then in existence for PHASE II transfer of ownership, or a signed written termination agreement pursuant to paragraph A of this section, then COUNTY or METRO may, by duly adopted resolution of its governing body, initiate termination of this Agreement and thereafter give notice of termination. The termination shall be effective six (6) months after the date of the notice. On the effective date of the termination, the events described in subsection (D)(1-9) of this Section shall occur.

**D. Termination Procedure**

In the event of termination, subject to compliance with any statutory requirements, the following shall occur:

1. After the date of termination, all revenues from and expenditures for the County Facilities shall be treated as COUNTY revenues and expenditures, except to the extent that METRO has transferred METRO or Metro ERC funds to the County Facilities;

2. All METRO and Metro ERC accounts receivable and other receivables related to County Facilities existing on the termination or thereafter accruing shall be assigned to COUNTY, and COUNTY shall be responsible for payment of all METRO and Metro ERC

accounts payable and other obligations existing as of that date or thereafter related to the County Facilities;

3. All monies in METRO and Metro ERC funds related to County Facilities shall become the property of COUNTY and shall be transferred to COUNTY, with the exception of any METRO or Metro ERC funds which have been transferred to the County Facilities, said transfer shall be accomplished in substantially the same manner in which funds were transferred to METRO originally;

4. All event and concession bank accounts related to the County Facilities shall be transferred to COUNTY subject to all outstanding checks or authorized demands for payment issued by METRO prior to the termination date;

5. All records related to County Facilities shall become the property of COUNTY and shall be transferred to COUNTY;

6. COUNTY shall comply with ORS 236.610 et. seq., to the extent applicable, with respect to all personnel whose positions are included in the budgets for County Facilities;

7. All contracts, permits, rental agreements, and licenses or portions thereof related to the County Facilities, or fixed assets or personal property funded by the County Recreation Fund shall be assigned to COUNTY;

8. All other charges, allocations, and transfers as are necessary or desirable to the proper operation of County Facilities and Other Facilities operated by METRO or Metro ERC shall be carried out in good faith by the parties hereto; and

9. Any dispute between the parties regarding carrying out the requirements of subsection (D)(1-9) of this Section shall be resolved pursuant to Section 5 of this Agreement.

## **SECTION 8**

### **PHASE II TRANSFER OF OWNERSHIP**

#### **A. General**

This Agreement contemplates that, effective no later than July 1, 1996, COUNTY shall transfer to METRO full ownership of those of the County Facilities which METRO has determined are public cultural, trade, convention, exhibition, sports, entertainment, or spectator facilities, or parks, open spaces, or recreational facilities of "metropolitan concern." Neighborhood Parks identified in Exhibit 1 are intended to be transferred to the City of Portland during PHASE I, and in no event shall they become the property of METRO. Upon the effective date of a signed written agreement for PHASE II TRANSFER OF OWNERSHIP, the provisions of PHASE I consolidation shall no longer apply, except those of which may be specifically incorporated or referenced in any PHASE II agreement, or those provisions which by their specific terms go beyond PHASE I.

#### **B. PHASE II Procedure**

1. No later than July 1, 1995, METRO shall determine, by whatever procedures are required by the 1992 Metro Charter, if any, which of the County Facilities are public cultural, trade, convention, exhibition, sports, entertainment, or spectator facilities, or parks, open spaces, or recreational facilities of "metropolitan concern," such that full METRO-ownership of such facilities would be appropriate under the 1992 Metro Charter.

2. No later than July 1, 1995, METRO and COUNTY shall initiate negotiations for full transfer of ownership of those facilities identified as appropriate for METRO ownership and control. METRO and COUNTY shall bargain in good faith over the transfer of ownership of such facilities.

3. In the event that a signed mutual written agreement for PHASE II transfer of ownership has not been entered into by January 1, 1996, this Agreement shall terminate as provided in Section 7(B).

## **SECTION 9**

### **AUTHORITY TO MAKE DECISIONS**

This Agreement provides for various approvals, waivers, executions of further documents implementing this Agreement, or other decisions or actions to be made or taken on behalf of COUNTY and METRO hereunder. Except as otherwise specifically provided in this Agreement, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the County Chair, if on behalf of COUNTY, and by the Metro Executive Officer, if on behalf of METRO. Any amendments to this Agreement and any PHASE II transfer of ownership agreement must be approved by the County Commission and the Metro Council.

## **SECTION 10**

### **ASSIGNMENT AND TRANSFER**

Except as provided herein, this Agreement and any property to be transferred by its terms, shall not be assignable or transferable by either party or by operation of law except with the written consent of the other party. A consenting party may impose any conditions



on the consent that are reasonable under the circumstances. The assignee or transferee shall be bound by all the provisions of this Agreement. The assignor or transferor shall not be relieved of any obligations under this Agreement unless the written consent of the other party expressly so provides. Provided, however, that assignment and transfer of the facilities identified as Neighborhood Parks to the City of Portland is contemplated by this Agreement, and the parties shall cooperate to accomplish such assignment and transfer.

## **SECTION 11**

### **ATTORNEYS' FEES**

In the event of a suit or action to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees and expenses, including the cost of depositions and expert witnesses, at trial and on appeal of the suit or action, in addition to all others sums provided by law.

## **SECTION 12**

### **NOTICE**

Any notice provided for hereunder shall be deemed sufficient if deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed either to the following address or to such other address or addresses as the recipient shall have notified the sender of by notice as provided herein:

**METRO:** Executive Officer  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

With a copy to:

Clerk of the Council  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

Office of General Counsel  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**COUNTY:**

County Chair  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1410  
Portland, OR 97204

With a copy to:

County Counsel  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1530  
Portland, OR 97204

Notice hereunder shall be deemed received three (3) days after mailing as provided in this Section or on actual delivery to the addressee, whichever occurs first.

### **SECTION 13**

#### **EXECUTION OF FURTHER DOCUMENTS**

In order to complete implementation of the provisions of this Agreement, it may be necessary for METRO, Metro ERC, and COUNTY to execute further documents enabling implementation. Each of them shall execute such further documents and take such other steps as are reasonably necessary or appropriate to implementing the provisions hereof.

////

## **SECTION 14**

### **WAIVERS**

The waiver of any provision of this Agreement, whether a waiver as to a particular application of the provision, or as to all applications of the provision, shall be binding on the party making the waiver only if in writing and executed by the party. Unless otherwise expressly provided in the written waiver, the waiver by a party of performance of a provision as to a particular application shall not be a waiver of nor prejudice the party's right to require performance of the provision as to other applications or of any other provision.

## **SECTION 15**

### **ENTIRE AGREEMENT**

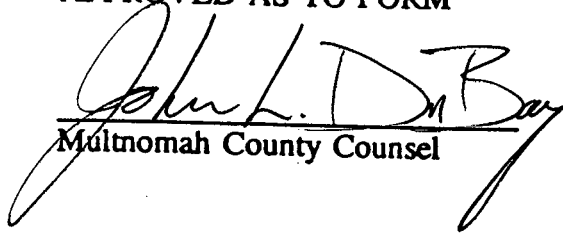
This Agreement is the entire agreement between the parties. This Agreement may not be modified except by a written amendment dated and approved and signed by all the parties hereto then in existence. No party shall be bound by any oral or written statement

////

////

or course of conduct of any officer, employee, or agent of the party purporting to modify this Agreement.

APPROVED AS TO FORM

  
Multnomah County Counsel

MULTNOMAH COUNTY

By: \_\_\_\_\_  
Beverly Stein, County Chair

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

APPROVED AS TO FORM

\_\_\_\_\_  
Metro General Counsel

METRO

By: \_\_\_\_\_  
Rena Cusma,  
Executive Officer

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

gl  
1178F

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
BOARD CLERK

## **EXHIBIT 1**

### **NATURAL AREAS AND REGIONAL FACILITIES**

1. Mason Hill
2. Sauvie Island Boat Ramp
3. Multnomah Channel
4. Bybee-House & Howell Park
5. Bell View Point
6. M. James Gleason Memorial Boat Ramp
7. Broughton Beach
8. Beggars Tick Marsh
9. Glendoveer Golf Course & Fitness Trail
10. Blue Lake Park
11. Gary and Flagg Islands
12. Oxbow Park
13. Indian John Island
14. Larch Mountain Corridor
15. Chinook Landing marine Park
16. Sandy River Access Points
17. Smith & Bybee Lakes Addition
18. PhillipI Property

### **NEIGHBORHOOD PARKS**

1. Dickenson
2. North Powelhurst
3. Lynchview
4. Gilbert Heights
5. Parklane
6. Lincoln
7. Gilbert Primary
8. East Lynchwood

### **PIONEER CEMETERIES**

1. L. Jones
2. Grand Army of the Republic
3. Lone Fir
4. Multnomah Park
5. Brainard
6. Columbia Pioneer
7. White Birch
8. Escobar
9. Gresham Pioneer
10. Mt. View Stark
11. Douglass
12. Pleasant Home
13. Powell Grove
14. Mt. View Corbett

### **PUBLIC TRADE & EXHIBITION FACILITY**

1. Portland Exposition Center

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Amending       )  
Resolution 90-57 which Creates   )  
a Capital Improvement Fund and   )  
Natural Areas Protection Fund    )

RESOLUTION  
93 - 338

WHEREAS, the BOARD OF COUNTY COMMISSIONERS created a Capital Improvement Fund and Natural Areas Protection Fund upon approval of Resolution 90-57 on April 19, 1990; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS adopted a "Natural Areas Protection & Management Plan" in June of 1992, as required by Resolution 90-57; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS has an ongoing commitment to the protection of natural areas as identified in the adopted "Natural Areas Protection and Management plan;" and

WHEREAS, alternative funding sources are not available for the purpose of plan implementation; and,

WHEREAS, certain wording in Resolution 90-57 is vague and does not necessarily reflect current BOARD OF COUNTY COMMISSIONERS' intent regarding disposition of proceeds from the sale of specific properties; and

WHEREAS, it is in the best interest of Multnomah County to clarify BOARD OF COUNTY COMMISSIONERS' intent to avoid delays in sales and disposition of proceeds;

NOW, THEREFORE, BE IT RESOLVED that RESOLUTION 90-57 is amended as follows, with bracketed [ ] words, phrases, or sentences indicating deletion and underlined words, phrases, or sentences indicating additions:

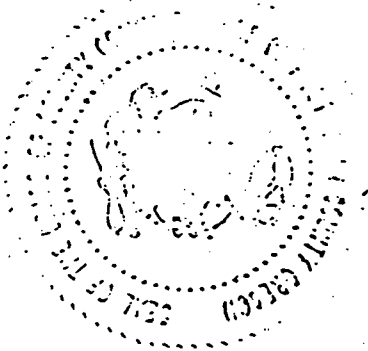
Page 2, Lines 5-9

THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners directs that any proceeds from the sale of undeveloped, unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited equally to the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund[.]. Proceeds from the sale of developed, unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited to the Capital Improvement Fund.

Page 2, Lines 20-21

THEREFORE, BE IT FURTHER RESOLVED, that the Board will review the use of the funds deposited to the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund and the division of money between the funds in [five] three years or upon establishment of a regional funding source for natural areas, whichever occurs first.

ADOPTED this 7th day of October, 1993.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel  
fa Laurence Kressel  
County Counsel  
for Multnomah County, Oregon

EXHIBIT A

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

In the Matter of Creating a	)	RESOLUTION
Capital Improvement Fund and	)	
A Natural Areas Acquisition and	)	90-57
Protection Fund and adopting	)	
guidelines for receipts and	)	
disbursements	)	

1 WHEREAS, the Board of County Commissioners may authorize the sale of  
2 unrestricted property and/or improvements owned by the County, and;  
3

4 WHEREAS, it is financially prudent to restrict use of any proceeds  
5 received from the sale of unrestricted property for future capital  
6 requirements and the acquisition, protection, and management of natural areas,  
7 and;  
8

9 WHEREAS, the Board has indicated their intent to relocate certain county  
10 functions to a County Government Center, and;  
11

12 WHEREAS, the County's Strategic Plan includes a provision for long-range  
13 improvement capital planning and for the acquisition, protection, and  
14 management of natural areas, and;  
15

16 WHEREAS, given the anticipated growth in the region, the need to acquire  
17 threatened natural areas is critical now,  
18

19 WHEREAS, a need will arise for future capital acquisitions or  
20 improvements and for the acquisition, management, and protection of natural  
21 areas, and;  
22

23 WHEREAS, the Board will authorize the development of a Natural Areas  
24 plan by the Department of Environmental Services. The Board intends to adopt  
25 a Natural Areas plan in 1991.  
26



1        THEREFORE, BE IT RESOLVED, that the Board of County Commissioners create  
2        a Capital Improvement Fund and a Natural Areas Acquisition and Protection  
3        Fund, and;  
4

5        THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners  
6        directs that any proceeds from the sale of undeveloped, unrestricted property  
7        (not including land swaps) and interest earnings on the deposited proceeds are  
8        to be credited equally to the Capital Improvement Fund and the Natural Areas  
9        Acquisition and Protection Fund,  
10

11       THEREFORE, BE IT FURTHER RESOLVED, that the only disbursements made from  
12       the Capital Improvement Fund are to be related to the sale or purchase of  
13       property and/or improvement included in the Capital Plan.  
14

15       THEREFORE, BE IT FURTHER RESOLVED, that the only disbursements made from  
16       the Natural Areas Acquisition and Protection Fund are to be related to the  
17       acquisition, protection, and management of natural areas included in the  
18       Natural Areas Plan adopted by the Board of County Commissioners.  
19

20       THEREFORE, BE IT FURTHER RESOLVED, that the Board will review the use of  
21       the funds and the division of money between the funds in [five] three years.



ADOPTED THIS 19th DAY OF APRIL, 1990.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy  
Gladys McCoy, Chair

REVIEWED

Laurence Kressel  
Laurence Kressel, County Counsel



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
(503) 248-5000

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

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BETSY WILLIAMS, DIRECTOR *B. Williams*  
DEPT. OF ENVIRONMENTAL SERVICES

DATE: SEPTEMBER 25, 1993

RE: RESOLUTION REGARDING NATURAL AREAS  
ACQUISITION AND PROTECTION FUND (OCTOBER 7)

### I. Recommendation/Action Requested:

Recommend approval of following amendments to Resolution 90-57, regarding the creation of the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund:

- Clarify that proceeds to be allocated to Natural Areas Acquisition and Protection Fund are from the sale of undeveloped, unrestricted property.
- Establish a review date by the Board of County Commissioners on use of the funds in three years.

### II. Background/Analysis:

On April 19, 1990, the Board of County Commissioners unanimously adopted Resolution 90-57, which created a Capital Improvement Fund and Natural Areas Acquisition and Protection Fund (Natural Areas Fund) to receive (in equal shares) the proceeds from the sales of "unrestricted county properties" less closing costs.

The resolution further stipulated that in the case of the Natural Areas Fund, expenditures could not be made until a "Natural Areas Plan" had been adopted by the Board. In June 1992, the "Natural Areas Protection and Management Plan" was adopted by Board Resolution 92-102.

Subsequent to Board approval of Resolution 90-57, it became clear that certain wording within the resolution was vague and that when strictly interpreted would unintentionally limit the County's ability to sell certain properties and reinvest proceeds to replace lost facilities. For example, in the event that the County decided to sell an existing facility to reinvest in another facility, under a strict interpretation of Resolution 90-57, 50% of the proceeds of that sale would be deposited to the Natural Areas Fund.

Clearly, this was not the intent of the Board when Resolution 90-57 was adopted. In fact, the basis for Resolution 90-57 centered on the sale of undeveloped or open-space sites. The rationale was that if Multnomah County were to market open spaces, such as the Edgefield Farm (one of the largest pieces of open space within the UGB in Multnomah County), a portion of those proceeds should be reinvested in the acquisition and protection of other sensitive natural areas.

In order to clarify Resolution 90-57 and accurately reflect the Board of County Commissioner's intent, it is recommended that the resolution be amended to specify that 50% of the proceeds only from undeveloped property sales be deposited to the Natural Areas Fund. Further, this resolution recommends a review of the fund by the Board in three years, consistent with the intended transfer of deed of these properties to Metro under the pending transfer intergovernmental agreement.

### III. Financial Impact:

The proposed amendment to Resolution 90-57 effectively limits property sale proceeds going into the Natural Areas Fund to those realized from the sale of Edgefield, as Edgefield is the primary undeveloped, unrestricted surplus property in the County's current inventory. The entire 284 acres at Edgefield were appraised in March, 1990 at \$6,618,700. The longterm potential, therefore, for funds to be deposited into the Natural Areas Fund is somewhat in excess of \$3 million. The 1993/94 adopted budget for the Natural Area Fund is \$621,678.

### IV. Legal Issues:

Not applicable.

### V. Controversial Issues:

The commitment of unrestricted revenues for the acquisition, protection, and management of natural areas is potentially contentious in an era of scarce resources for a variety of public needs. However, the Board of County Commissioners has consistently over time recognized that the preservation of our environment is integral to the health, vitality and quality of life in our community; and this proposed resolution is consistent with that commitment.

VI. Link to Current County Policies:

As referenced above, the Natural Areas Fund provides the mechanism for funding the "Natural Areas Protection and Management Plan," adopted by the Board in 1992. In addition, this item supports County objectives included in the 1993/94 Adopted Budget regarding the protection of the County's natural areas (See budget pages DES-3 and DES-30).

VII. Citizen Participation:

The environmental community has been instrumental in the development and promotion of the County's Natural Areas Fund and Plan. They were actively involved in the adoption of Resolution 90-57, and they have been consulted in the development of the recommended amendment. It is highly probable that they will be present to testify on this item.

In addition, the Central Citizen Budget Advisory Committee reviewed the Natural Areas Fund as part of their 1990 Dedicated Fund Review Report. Their findings were as follows:

This fund was established to receive half of the revenues from sale of County owned property.....the CCBAC finds the fund to be totally insufficient for the need...

VIII. Other Government Participation:

Although the Natural Areas Plan has been excluded for transfer to Metro under the proposed Parks/Expo transfer agreement, Metro is extremely concerned that the County maintain an ongoing role as an advocate and supporter of greenspaces and natural areas in the region. It is anticipated that Metro and the County will work closely and cooperatively in this area.

Section 3(C)(1):C. Real and Personal Property

1. Effective January 1, 1994, COUNTY hereby transfers to METRO the right to beneficial use of all real and personal property comprising the County Facilities, including any personal property associated with the management or operation of the County Facilities. COUNTY shall not take any action with regard to the real property or personal property comprising the County Facilities that would interfere with management and operation of the County Facilities by METRO. During Phase I of this Agreement, METRO will not make any significant structural or functional changes to the County Facilities without first allowing the Transition Team to discuss the changes. During PHASE I of this Agreement, METRO shall list COUNTY as an additional insured on METRO property policies with respect to the County Facilities.

Section 3(E)(4):

4. Capital Improvements/ADA Compliance The parties agree that the COUNTY shall complete and carry out any currently budgeted capital improvements and/or ADA compliance projects planned for the COUNTY facilities, regardless of whether funds for such improvements/projects are budgeted in the Multnomah County Recreation Fund or elsewhere in the COUNTY's budget. COUNTY shall complete these improvements/projects by transferring the appropriate budgeted funds to Metro upon the effective date of this Agreement, unless the parties Transition Team agrees upon an alternative method of completion.

Section 4(B):

Section 4(B)

B. Records and Information to be Provided in Advance of Effective Date

In addition to any records requested by METRO or Metro ERC, COUNTY shall provide the following records and information as soon as possible, and in no event later than December~~31~~, 1993.

Section 3(Q)

.....The provisions of Section ~~78~~ PHASE II Transfer of Ownership, shall not be construed so as to apply to any Neighborhood Parks.....

## Old Metro offices drain its budget

■ Since the agency's move to its new building, it hasn't secured tenants for most of its former building downtown, with 2½ years left on the lease

By GORDON OLIVER  
of The Oregonian staff

Wed  
F1, C2  
15 DEC 93

The sign outside the four-story office building on Southwest First Avenue still says "Metro Center."

It might as well read "Metro Albatross."

The building that once housed hundreds of Metro employees sits almost empty and forgotten, save for the bills it produces. Metro moved in May to a posh \$24 million building near the Convention Center, but the agency hasn't been able to shed its former quarters in downtown Portland.

Unless the regional government agency finds tenants to fill its old building, it could wind up wasting \$1 million on empty office space before its lease expires in mid-1996.

"How does it look to the public? Lousy," admitted Rena Cusma, Metro's executive officer. "The sooner we deal with this appropriately, the better off we are."

Metro spends \$24,230 a month for rent and \$11,000 for upkeep and maintenance of the 30-year-old building at 2000 S.W. First Ave. Cusma wants the Metro Council to decide before Christmas how to deal with the gigantic sucking sound in the agency's budget. Here are the choices:

- Metro could kick out its three tenants, who occupy just



Attorney Steve Moskowitz, one of the few tenants in the old Metro building, sits in a room that has been empty for months.



BRENT WOJAHN/The Oregonian

Please turn to  
METRO, Page F4

## Metro: 'Escape clause' suggested

■ Continued from Page F1

10 percent of the 44,000-square-foot building, and mothball the place until its lease expires, reducing maintenance costs. Metro would still spend about \$800,000 on its lease and upkeep costs, said regional facilities manager Neil Saling.

- Metro could extend its lease to five years in order to attract tenants. CB Commercial Real Estate Group has lined up eight tenants who would occupy 90 percent of the building with five-year leases, said broker Brad Pihas. This would enable Metro to cut its losses to just \$70,000 over the course of the lease, according to Saling.

Cusma favors the extended lease. But according to Saling, the Metro councilors didn't like the idea during a recent executive session.

The commercial real estate firm hasn't lined up any leases for less than five years, but the building's owner won't promise to keep Metro's tenants after the agency's lease expires in 2½ years.

- Metro Councilor Susan McLain sees a third possible solution in a contract provision that might allow the agency to walk away from the lease with a \$25,000 fee to the property owner. Simply put, the clause seems to say that Metro can termi-

nate the lease if the council refuses to appropriate funds for the lease.

Cusma believes that using the escape clause violates the spirit of the lease agreement with AMCO-Portland Inc., the property-management firm owned by investor Roger S. Meier.

"I don't like slick. I don't like manipulating things to get my way," Cusma said. "I think we pay our bills and keep our word."

Steve Janik, an attorney representing Meier, said he wasn't aware of the lease provision.

Metro also could simply buy its way out of the lease, but Saling says that could cost the agency about \$1.1 million in a payout to Meier's firm.

Metro didn't expect the building to become a huge financial drain. The agency had estimated that the building on Southwest First Avenue would be nearly full just four months after Metro's move to the renovated former Sears Roebuck building at 600 N.E. Grand Ave. But businesses that had considered leasing the entire building backed out, leaving Metro looking for tenants to divide up the space.

The agency had budgeted for earnings of nearly \$600,000 this year in building rents, but the actual income will be about \$60,000, according to Saling.

The losses will be split among Metro programs, including the Washington Park Zoo, garbage transfer stations, the performing arts center and regional planning.

All is quiet these days inside the building, where private security guard Dick Randall spends his days alone on the building's main floor. Once a week he waters the towering plants in the lobby.

Private attorneys Steve Moskowitz and Chris Thomas occupy a fourth-floor office in the building, but they started searching for new offices after Metro started looking for tenants to take over the entire building. They would like to stay but are waiting to hear Metro's plans.

"It's a great location," Thomas said. "But naturally, you'd rather be in a full building."

The only other tenants, the Pacific Fishery Management Council and Solus Systems Inc., are negotiating leases to stay in the building. Solus chief executive officer David C. Hamill moved his small computer firm into the building just a month ago. He's negotiating a three-year lease with an option for two more years and said he didn't know that Metro was even considering ideas such as mothballing the building.

"It sounds it could be a problem," he said.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
(503) 248-5000

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

## MEMORANDUM

TO: DEBORAH BOGSTAD  
CLERK OF THE BOARD

FROM: BETSY WILLIAMS, DIRECTOR  
DEPT. OF ENVIRONMENTAL SERVICES *BW*

SUBJECT: FINAL COPY OF METRO INTERGOVERNMENTAL AGREEMENT

DATE: DECEMBER 16, 1993

Deb, attached are two copies of the final intergovernmental agreement with Metro that was approved by the Board this morning. The amendments approved by the Board have been incorporated into this final version.

I assume you will route it to the appropriate parties for signatures.

Thank you for your help on this one!





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301174

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-16</u> DATE <u>12/16/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	---

Contact Person Betsy H. Williams Phone 248-5012 Date 12/1/93

Department DES Division Administration Bldg/Room 412/206

Description of Contract This intergovernmental agreement transfers the operation and management of the County's Parks program and the Exposition Center to Metro, effective January 1, 1994, including transfer of all personnel and financial assets of the County's Recreation Fund (Phase I). Phase II (July, 1996) includes the transfer of ownership of County facilities.

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

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

Contractor Name METRO

Mailing Address 600 N.E. Grand Avenue

Portland, OR 97232-2736

Phone 797-1700

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

Effective Date January 1, 1994

Termination Date None

Original Contract Amount \$ Per agreement

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

Total Amount of Agreement \$ \_\_\_\_\_

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager Betsy H. Williams

Purchasing Director  
(Class II Contracts Only)

County Counsel John D. Bay

County Chair/Sheriff Woody Bell

Date 12/1/93

Date \_\_\_\_\_

Date 12/7/93

Date December 16, 1993

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## INTERGOVERNMENTAL AGREEMENT

### Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro.

This Agreement dated as of December 9, 1993, is between Metro (METRO); and Multnomah County (COUNTY).

#### TABLE OF CONTENTS

RECITALS .....	2
SECTION 1      DEFINITIONS .....	2
SECTION 2      PURPOSE .....	3
SECTION 3      TERMS OF TRANSFER .....	4
SECTION 4      RECORDS AND INFORMATION .....	14
SECTION 5      DISPUTE RESOLUTION .....	15
SECTION 6      REMEDIES .....	16
SECTION 7      TERMINATION .....	17
SECTION 8      PHASE II TRANSFER OF OWNERSHIP .....	18
SECTION 9      AUTHORITY TO MAKE DECISIONS .....	19
SECTION 10     ASSIGNMENT AND TRANSFER .....	19
SECTION 11     ATTORNEYS' FEES .....	20
SECTION 12     NOTICE .....	20
SECTION 13     EXECUTION OF FURTHER DOCUMENTS .....	21
SECTION 14     WAIVERS .....	21
SECTION 15     ENTIRE AGREEMENT .....	22

## **RECITALS:**

1. METRO and COUNTY were two key participants in the preparation of the Metropolitan Greenspaces Master Plan adopted July 1992. The November 1992 bond measure to fund METRO acquisition of Greenspaces raised the issue of METRO's operations and maintenance capability. Consolidation of COUNTY Parks and METRO Greenspaces personnel and policy implementation creates METRO operations and maintenance capability with experienced COUNTY personnel.
2. The COUNTY and METRO have been involved in extensive negotiations regarding transfer of regional parks, recreational facilities, natural areas, golf courses, cemeteries, and trade/spectator facilities presently owned and operated by COUNTY to METRO.
3. The negotiating process produced a Memorandum of Understanding which stated proposed principles to govern an initial phase of transfer and consolidation; which expressed the intention of the COUNTY and METRO to approve a formal intergovernmental agreement consistent with those principles; and which anticipated that the formal intergovernmental agreement would be prepared and approved as soon as possible.
4. The Metro Council and the County Commission approved the Memorandum of Understanding.
5. This Agreement has been prepared to implement the Memorandum of Understanding.

## **SECTION 1**

### **DEFINITIONS**

In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:

"Council" or "Metro Council" means the Metro Council provided for in the 1992 Metro Charter, or the lawful successor thereto.

"County" means Multnomah County, Oregon, or the lawful successor thereto.

"County Chair" means the duly elected Chair of the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Commission" means the Multnomah County Board of Commissioners, or the lawful successor thereto.

"County Facilities" means all park facilities (except Vance Park) and natural areas currently owned or operated by COUNTY, including but not limited to Glendoveer Golf Course; Pioneer Cemeteries; the Multnomah County Exposition Center (EXPO), including any COUNTY-owned property appurtenant to EXPO; and any new acquisitions of natural areas by COUNTY. A complete list of all properties contemplated for transfer is attached and incorporated herein as Exhibit 1.

"EXPO" means the Multnomah County Exposition Center, including any COUNTY-owned property appurtenant thereto.

"Metro" means Metro, or the lawful successor thereto.

"Metro ERC" means the Metropolitan Exposition-Recreation Commission.

"Metro ERC Facilities" means the Oregon Convention Center and other convention, trade, or spectator facilities owned by Metro or operated by Metro ERC.

"Metro Executive Officer" or "Executive Officer" means the duly elected Metro Executive Officer provided for in the 1992 Metro Charter, or the lawful successor thereto.

"Neighborhood Parks" means those of the County Facilities which are identified as such in Exhibit 1, except Vance Park.

"Other Facilities" means present and future regional parks, natural areas, golf courses, cemeteries, and trade, or spectator facilities other than the County Facilities and current Metro and Metro ERC Facilities.

## SECTION 2

### PURPOSE

The purpose of this Agreement is to provide for a two-phase consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities presently owned and operated by COUNTY, including but not limited to Glendoveer Golf Course, Pioneer Cemeteries, and EXPO, into the mix of natural spaces and trade/spectator facilities currently owned or operated by METRO, and to provide for METRO operation and management of any Neighborhood Parks operated by COUNTY on a limited basis. The first phase of consolidation shall be of limited duration pending full consolidation, including transfer of ownership of the County Facilities to METRO, with the exception of any Neighborhood Parks. The first phase of consolidation is a management and operation agreement for all County Facilities managed and operated within the current Multnomah County Recreation Fund. It is understood between COUNTY and METRO that

the second phase of consolidation, including transfer of ownership, is of critical importance, and that PHASE I consolidation of operation and management is merely intended to promote a smooth and harmonious transfer of those County Facilities to METRO that are of "metropolitan concern" or otherwise within METRO's authority.

This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and COUNTY. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

### SECTION 3

#### TERMS OF TRANSFER

##### A. Transfer of Operation and Management

Effective January 1, 1994, COUNTY hereby transfers all operational and management rights and responsibilities for the following programs, activities, properties and/or facilities currently budgeted in the Multnomah County Recreation Fund, along with all funds and revenues related to these programs, to METRO:

1. All park facilities (except Vance Park) and natural areas currently owned or operated by COUNTY;
2. Glendoveer Golf Course;
3. Pioneer Cemeteries;
4. EXPO; and
5. Any new acquisitions of regional natural areas by COUNTY subsequent to the date of this Agreement shall be transferred to METRO under the same terms and conditions set out in this Agreement for the other COUNTY facilities.

A complete list of all properties hereby affected is attached and incorporated herein as Exhibit 1.

These programs, activities, and facilities shall henceforth be referred to in this Agreement as the County Facilities, but, all said facilities other than any Neighborhood Parks will be identified exclusively as Metro-operated Facilities to the public and to users of those facilities, effective January 1, 1994. METRO shall have full power and authority to organize, manage, and operate the County Facilities as METRO deems appropriate.

B. Maintenance of Effort

METRO agrees to exert its best efforts to operate and maintain the EXPO, cemeteries, parks, recreation facilities, natural areas, established cultural and educational programs, natural and cultural resources, and all related appurtenances being transferred as part of this Agreement, in a manner which assures sustainable and continuous public use, safety and enjoyment at a level at least equal to that maintained by the COUNTY prior to the transfer, provided that sufficient funds remain available for such purposes. In the event of a shortfall requiring program curtailment, METRO and COUNTY shall meet to discuss available options. Provided, however, that METRO may suspend swimming or other water-related activities in Blue Lake Park whenever METRO determines that such a suspension would be prudent for health or safety reasons.

C. Real and Personal Property

1. Effective January 1, 1994, COUNTY hereby transfers to METRO the right to beneficial use of all real and personal property comprising the County Facilities, including any personal property associated with the management or operation of the County Facilities. COUNTY shall not take any action with regard to the real property or personal property comprising the County Facilities that would interfere with management and operation of the County Facilities by METRO. During PHASE I of this Agreement, METRO will not make any significant structural or functional changes to the County Facilities without first allowing the Transition Team to discuss the changes. During PHASE I of this Agreement, METRO shall list COUNTY as an additional insured on METRO property policies with respect to the County Facilities.

2. During PHASE I of this Agreement, COUNTY shall provide Multnomah County Fleet and Electronics service to provide maintenance and upkeep on all equipment associated with the County Facilities. COUNTY shall provide a standard of maintenance and upkeep at least equal to the standard previously kept by COUNTY for said equipment. COUNTY shall bill METRO for the cost of such services, in the same manner and at the same rate as charged to other COUNTY areas for comparable services. At METRO's option, such services and billing shall continue during PHASE II consolidation.

D. Contracts and Licenses

1. Effective January 1, 1994, COUNTY shall assign to METRO, all contracts, permits, rental agreements, and licenses to which COUNTY is a party and which are assignable without the consent of other parties. After January 1, 1994, these contracts, permits, rental agreements, and licenses shall be subject to management and control by METRO, or Metro ERC, as Metro shall designate.

2. Effective January 1, 1994, COUNTY shall assign to METRO all contracts, permits, rental agreements, and licenses to which COUNTY is a party, the assignment to be

effective January 1, 1994, or upon obtaining the consent of the other parties thereto, whichever occurs later. Upon the effective date of assignment, these contracts, permits, rental agreements, and licenses shall be subject to the management and control of METRO, or Metro ERC, as Metro shall designate. METRO shall perform all obligations of COUNTY as set forth in the assigned contracts and shall not permit any contract to be defaulted by action or inaction.

E. Multnomah County Recreation Fund

Effective January 1, 1994, COUNTY will transfer to METRO all funds less current obligations contained within the Multnomah County Recreation Fund generated by, or attributed to the County Facilities. Said funds shall include all revenues attributable to the County Facilities, now or in the future, from whatever source. COUNTY represents, and warrants, that all funds currently contained within the Multnomah County Recreation Fund are properly contained within that fund in full compliance with all applicable laws and regulations. By way of example and not as a limitation, transfer of funds under this Agreement shall include the current balances of dedicated trust funds or accounts held by the Parks Division, including the Blue Lake Outdoor Performing Arts Stage Fund, the Oxbow Park Nature Center Fund, the Willamina Farmer Trust Fund, and the Tibbetts Flower Fund, provided, however, that those funds shall be used exclusively for their dedicated purposes, and in accordance with the terms of any applicable trust documents. Metro shall maintain any special trust funds or accounts in accordance with the requirements of all applicable public budgeting laws.

1. Retention for Incurred Expenses. COUNTY shall retain a maximum of \$100,000 to pay expenses incurred prior to January 1, 1994, but not yet paid. By March 1, 1994, COUNTY shall provide METRO with an accounting of all expenses paid and shall forward any remaining balance to METRO. COUNTY acknowledges that liabilities for Multnomah County Recreation Fund expenditures incurred through December 31, 1993, remain the responsibility of the COUNTY. Payroll, invoices and bills for goods and services incurred prior to January 1, 1994, and consistent with the existing Recreation Fund Budget and Special Trust Fund or account agreements shall be forwarded to the COUNTY for payment. COUNTY agrees to promptly pay all such liabilities and expenses incurred prior to January 1, 1994. COUNTY agrees to hold METRO harmless from liability for Recreation Fund, Special Trust Fund and account expenditures incurred through December 31, 1993. Any expenses incurred prior to January 1, 1994, are to be paid out of the \$100,000 retained to pay such expenses. It is agreed that should an expense incurred prior to January 1, 1994, or a revenue earned or received at any time, be received after the final transfer of funds, the COUNTY will forward the expense or revenue to METRO within 15 days of receipt of any such times and METRO will be responsible to take appropriate action.

2. Natural Areas Acquisition and Protection Fund. The parties agree that maintaining the purpose and integrity of the County's Natural Areas Acquisition and Protection Fund is of the highest importance. The parties agree that the Natural Areas

Acquisition and Protection Fund shall be maintained for its stated purpose, in accordance with Multnomah County Resolution No. 93-338 (attached as Exhibit 2). It is agreed by the parties that the proceeds from any further sales of the property known generically as "the Edgefield property" or "Edgefield Manor" shall be placed within the Natural Areas Acquisition and Protection Fund, consistent with Multnomah County Resolution No. 93-338.

3. Expenditures from Natural Areas Acquisition and Protection Fund. The COUNTY and METRO will cooperate to develop an annual budget proposal for the Natural Areas Fund, to be presented and adopted by the Board of County Commissioners in their annual budget process. The budget approved by the Board of County Commissioners for the Natural Areas Fund shall be consistent with purposes and priorities as identified in the Multnomah County Natural Areas Protection and Management Plan. The COUNTY shall fully reimburse METRO for expenses incurred by METRO for those portions of the Natural Areas Fund budget to be implemented by METRO, including compensation and benefits for COUNTY personnel transferred to METRO whose compensation is currently budgeted out of the fund. Prior to the expenditure of funds for acquisition of land or other easements, METRO shall consult with the COUNTY and receive Board of County Commissioners approval of the acquisition. The Board of County Commissioners shall not withhold approval of acquisitions and expenditures which are consistent with the purposes contained in the Natural Areas Protection and Management Plan.

4. Capital Improvements/ADA Compliance. The parties agree that the COUNTY shall complete and carry out any currently budgeted capital improvements and/or ADA compliance projects planned for the COUNTY facilities, regardless of whether funds for such improvements/projects are budgeted in the Multnomah County Recreation Fund or elsewhere in the COUNTY's budget. COUNTY shall complete these improvements/projects by transferring the appropriate budgeted funds to Metro upon the effective date of this Agreement, unless the Transition Team agrees upon an alternative method of completion.

F. Metro Regional Parks/Expo Fund

1. Effective no later than January 1, 1994, METRO shall establish a new recreation fund as part of the METRO budget, known as the Metro Regional Parks/Expo Fund. All funds formerly in the Multnomah County Recreation Fund shall be transferred to the Metro Regional Parks/Expo Fund. All revenues attributable to the County Facilities, from whatever source, shall be placed within the Metro Regional Parks/Expo Fund. The Metro Regional Parks/Expo Fund shall be spent only on the operation, management, marketing, maintenance, and improvement of the County Facilities, which shall include any overhead or central services charges which METRO attributes to the County Facilities for provision of services by METRO or Metro ERC.

2. In no event shall METRO be required to fund and/or subsidize the County Facilities or the Metro Regional Parks/Expo Fund with funds from any other METRO program, activity, or fund, provided, however, that METRO may, in its sole discretion, and,



excepting any Neighborhood Parks, transfer METRO funds to the County Facilities or the Metro Regional Parks/Expo Fund, whenever it determines that it is in the regional interest to do so. In the event that METRO does transfer METRO funds to the County Facilities or the Metro Regional Parks/Expo Fund, METRO may transfer such funds back to METRO whenever and in such a manner as it sees fit. METRO may charge a reasonable rate of interest for METRO funds transferred to the County Facilities or the Metro Regional Parks/Expo Fund. METRO may transfer funds from one COUNTY facility to another as it sees fit. However, no funds from any other METRO program, activity or fund shall be used for maintenance and operation of any Neighborhood Parks identified in Exhibit 1.

G. Money Transfers, Accounting, and Auditing

1. Receivables. COUNTY hereby assigns to METRO as of January 1, 1994, all COUNTY accounts receivable and other receivables existing as of that date or thereafter accruing which pertain to the County Facilities.

2. Adjustments Following Audit. A portion of COUNTY's official independent audit for FY 1993-94 shall cover all COUNTY operations for the entire period ending December 31, 1993. On completion and acceptance by COUNTY of the portion of the official COUNTY independent audit covering COUNTY for FY 1993-94, adjustment shall be made in the amounts of any funds and receivables transferred pursuant to this Agreement as indicated by the audit so as to bring the amounts retained by COUNTY with respect to any funds applicable to the County Facilities to zero. In the event of excess transfers to METRO, METRO shall refund the amount of the excess to COUNTY as appropriate. In the event of deficient transfers to METRO, COUNTY shall transfer the amount of the deficiency to METRO for use as provided herein. COUNTY shall encourage its auditors to complete the portion of the audit covering the County Facilities as quickly as possible. Any dispute between the parties regarding funds to be transferred shall be resolved pursuant to Section 5 of this Agreement.

3. Event and Concession Bank Accounts. To the extent that COUNTY maintains in its name, or in the name of any of the County Facilities, bank accounts into which COUNTY deposits event- and concession-related revenues, from which it pays event- and concession-related expenses including amounts owing to COUNTY from the event sponsors and concessionaires, and from which it pays the balance after expenses to the event sponsors and concessionaires, on January 1, 1994, ownership of the accounts shall be transferred to METRO, or the accounts may be closed and the account balances transferred to new accounts opened by METRO or Metro ERC, or some comparable change may be made, as determined by METRO. COUNTY shall execute whatever documents are necessary to accomplish the change.

4. Financial Reporting. For financial reporting purposes the parties agree that METRO will be the primary government for financial reporting of the activities covered under this Agreement and transferred to METRO as defined in Governmental Accounting

Standards Board (GASB) Statement 14. While only EXPO is currently contemplated for management by the Metro ERC component unit of METRO, to avoid future uncertainty regarding the status of any functions transferred, the following states the facts of the transfer (as outlined in GASB Statement 14):

- (a) METRO appoints all members of Metro ERC, pursuant and subject to Chapter 6 of the Metro Code.
- (b) METRO is able to impose its will, as defined in GASB Statement 14, on Metro ERC for operations of EXPO, which includes budgetary, financial, and other management controls.
- (c) Upon the date of transfer, METRO is solely responsible for any financial benefit or burden from the operations and management of the EXPO by Metro ERC.
- (d) All functions transferred to METRO as part of the Agreement which are not managed by Metro ERC are not legally separate entities and METRO holds all the corporate powers as defined in GASB Statement 14, paragraph 15. As such, these functions are to be reported as part of METRO'S primary governmental financial activity.

#### H. EXPO/Multnomah County Fair

1. EXPO shall be managed and operated by METRO by and through its Metropolitan Exposition-Recreation Commission, subject to whatever changes the Metro Council may from time to time make in the management, operation, or existence of its Metropolitan Exposition-Recreation Commission.

2. METRO shall assume responsibility for the EXPO master plan process begun by COUNTY. This shall include implementation of the "Portland Exposition Center Facilities Plan," prepared by COUNTY, to the extent feasible as determined by further studies, further METRO/Metro ERC planning efforts, and by the availability of resources for implementation.

3. COUNTY represents and warrants to METRO (a) that the current arrangements surrounding the Multnomah County Fair, the Multnomah County Fair Board, and Multnomah County, which, inter alia, require the Fair to pay a fee for the use of EXPO, are lawful, proper, and in full compliance with the provisions of any agreements, deeds, duties, or contracts, express or implied, which exist regarding the Fair or EXPO, and (b) that Multnomah County has full authority to enter into and carry out this Intergovernmental Agreement insofar as EXPO, the Multnomah County Fair, and all other County Facilities are concerned. The provisions of Section 3(M)(1) shall include any claims made by or on behalf of the Multnomah County Fair, the Multnomah County Fair Board, any users of the Fair, or

any parties claiming contractual rights, including claims of any third party beneficiaries, with respect to EXPO, the Fair or the COUNTY's past, present, or future actions with respect to EXPO or the Fair. The Multnomah County Fair shall continue to be the sole and exclusive responsibility of COUNTY. METRO shall continue to make EXPO space and expertise available for the Multnomah County Fair, through a contract(s) with the Multnomah County Fair Board. COUNTY may specify the dates for the fair. COUNTY shall give METRO reasonable notice of such dates consistent with normal business practice.

4. Both the COUNTY and METRO recognize the value of the County Fair to the community and are committed to the future success of the County Fair. Based on the Fair's historical relationship to EXPO, during and for the calendar years of 1994 and 1995 METRO agrees to the following: (a) METRO shall not charge the Fair rent for the use of EXPO; (b) the Fair may maintain its current storage area at EXPO in a manner substantially similar to existing historical practice; (c) METRO shall provide the Fair with staff support services for set-up, breakdown, facility maintenance, and consulting by permanent full-time METRO or Metro ERC employees at no charge, but will pass through any out-of-pocket expenses incurred in connection with the Fair, in accordance with standard Metro ERC policies and practices; (d) Metro Parks staff shall provide greenhouse space, labor, and planting to the Fair at no charge, in a manner substantially similar to existing historical practice; (e) in the event that COUNTY hires a Fair Manager, METRO shall provide office space at EXPO without rental charge; (f) during the Fair any net concession or parking revenue at the Fair shall be considered revenues of the Fair. In the event that the COUNTY hires a Fair Manager, or other personnel to assist with the Fair, those positions shall be the exclusive responsibility of the COUNTY, and shall be funded in all respects by the COUNTY. Continuation of any special considerations granted to the Fair in this paragraph shall be jointly reviewed by the COUNTY and METRO within the framework of negotiations toward PHASE II transfer of ownership.

I. Park Facilities, Cemeteries, Natural Areas, and Glendoveer Golf Course

All park facilities, natural areas, cemeteries, and golf courses transferred pursuant to this Agreement shall be incorporated into a new Metro Parks and Greenspaces Department, to be established, operated, and managed by METRO; provided, however, that these facilities may be combined for operations purposes with other programs, projects, or operations, as determined to be appropriate by METRO, provided that METRO shall notify COUNTY prior to any major realignments or reorganizations.

J. Personnel

Effective January 1, 1994, all staff presently budgeted in the County Recreation Fund shall be transferred to METRO. METRO agrees that all COUNTY employees transferred to METRO by this Agreement shall be held harmless from any layoffs or reductions in force directly related to the City of Portland/METRO/Oregon Arena Corporation agreement. All COUNTY employees transferred to METRO by this Intergovernmental Agreement shall be

permitted to transfer any accrued vacation time and any accrued sick time with them to METRO, to the extent and in the manner permitted by ORS 236.610(2). COUNTY shall be responsible for any obligations which might exist with respect to accrued compensation time or personal leave, as well as with respect to accrued vacation time in the event that any employee elects not to transfer over 80 hours of vacation time pursuant to ORS 236.610(2). COUNTY shall pay to METRO an amount determined to be the cash equivalent of the amount of vacation time transferred by each employee, in addition to any other funds to be transferred by COUNTY to METRO pursuant to this Agreement. METRO shall provide space in its new Metro Regional Center for the Parks administrative staff transferred as part of this Intergovernmental Agreement. This Intergovernmental Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and the COUNTY. This Intergovernmental Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever. It is the specific intention of the COUNTY and METRO that the rights, if any, of any employees transferred under this Intergovernmental Agreement shall be governed exclusively by ORS 236.610 to 236.650 and adjudicated via the procedures provided by those statutes and no other.

K. User Fees

METRO shall have the sole responsibility and authority to set user fees for any or all of the County Facilities except that METRO shall not increase user fees for County Facilities prior to July 1, 1994, without the joint agreement of the COUNTY and METRO.

L. Excise Tax

METRO shall have the sole responsibility and authority to exact an excise tax on all programs and activities comprising, or taking place at, the County Facilities, except that METRO shall not increase or impose such an excise tax prior to July 1, 1994, without the joint agreement of the COUNTY and METRO. Any excise tax receipts shall not be restricted to the benefit of the County Facilities, but shall be used for any public purpose deemed appropriate by METRO.

M. Indemnification

1. COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place prior to January 1, 1994, arising from the operations of the County Facilities. COUNTY's duty of indemnification shall extend to any

pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated prior to January 1, 1994, or is the result of conditions which were created prior to January 1, 1994.

2. METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that takes place on or after January 1, 1994, arising from the operations of the County Facilities by METRO or Metro ERC. METRO's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated on or after January 1, 1994, or is the result of conditions which were created on or after January 1, 1994. Provided, however, that during PHASE I of this Agreement, METRO's duties of indemnification and defense shall be limited to the amount transferred by COUNTY to METRO as provided in Section 3(F)(1).

3. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO, Metro ERC, and COUNTY, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or person other than METRO, COUNTY, and their respective officers, employees, and agents.

N. County Ordinances/Services

1. All COUNTY resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities in force and effect on January 1, 1994, shall remain in force and effect with regard to the County Facilities until superseded or repealed by any ordinance, resolution, executive order, procedure or rule duly adopted or promulgated by METRO, subject, however, to any restrictions contained in paragraphs K and L. In the case of EXPO, METRO may delegate its authority to supersede or repeal previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede or repeal previous COUNTY directives that may require COUNTY action to amend COUNTY ordinances.

2. METRO shall have full power and authority to enforce any COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities, to the full extent that COUNTY possesses such authority. In the case of EXPO, METRO may delegate its enforcement authority to Metro ERC.

3. Notwithstanding any other provisions herein, COUNTY shall continue to provide any services, including but not limited to, health-related or law enforcement services, that it has previously provided to the County Facilities, including but not limited to the provision of inmate labor services, in at least the same manner and to the same extent that such services were provided prior to transfer. COUNTY may bill METRO for the cost of such services only to the extent that COUNTY bills other COUNTY programs for the cost of such services. In addition, the COUNTY shall continue to pay property assessments on County Facilities and shall continue its annual contribution to the Oregon Historical Society, for the operation of the Bybee-Howell House, until implementation of PHASE II (Transfer of Ownership). Provided, however, that METRO shall pay the impending sewer assessment and property taxes for Glendoveer Golf Course out of the County Recreation Fund transferred to METRO. During PHASE I of this Agreement, COUNTY shall provide space for cemetery personnel, including garage and storage space, at no charge.

4. The Multnomah County Parks Advisory Committee shall continue in its present capacity until such time as METRO creates a Regional Parks Advisory Committee. It is anticipated by the parties that the current Multnomah County Parks Advisory Committee shall become an important part of any future Regional Parks Advisory Committee.

O. Transition Team

To ensure a smooth transition of services, a Transition Team will be established consisting of the Director of Environmental Services from Multnomah County, a representative of the County Chair, the Deputy Executive Officer of METRO, the Metro Council Administrator, and the General Manager of the Metro ERC facilities. This team will be responsible for information sharing among the agencies, resolution of minor contract disputes, and coordination of services. This Transition Team will meet as needed until PHASE II of this Agreement.

P. Reporting Requirements

METRO shall provide the Director of Environmental Services with a written report on activities within the County Facilities on a quarterly basis. This report shall include a financial status on the COUNTY programs, a summary of activity level at each facility, and a brief narrative of unusual or important issues or situations that have occurred during the reporting period. This report is due to the COUNTY no later than October 25, January 25, April 25, and July 25.

In addition, METRO shall advise the Director of Environmental Services in writing immediately in the event of fee changes, ordinance revisions, significant organizational changes within COUNTY programs, and/or major changes in policy which affect County Facilities or programs.

Q. Neighborhood Parks

The Neighborhood Parks shall be transferred to Metro in accordance with this Agreement for operational and management purposes only. It is understood that the level of maintenance for Neighborhood Parks shall not exceed that provided by the COUNTY at the time of transfer, except as may be required by law. The provisions of Section 8, PHASE II, Transfer of Ownership, shall not be construed so as to apply to any Neighborhood Parks. It is anticipated by the parties that operation, management, and possibly, ownership of the Neighborhood Parks shall be transferred by COUNTY to the City of Portland, or some other entity. METRO shall cooperate with any COUNTY directives regarding appropriate transfer of Neighborhood Parks' operation, management, and/or ownership. At all times, METRO's operation and management of any Neighborhood Parks shall be pursuant to this Intergovernmental Agreement, and shall be fully compensated. METRO may direct any surplus resulting from the operation and management of the other County Facilities towards the cost of operating, managing, and otherwise maintaining the Neighborhood Parks. In the event that any surplus resulting from the operation and management of the other County Facilities is insufficient to cover the cost of operating, managing, and otherwise maintaining the Neighborhood Parks, METRO shall be fully reimbursed for said costs by COUNTY. METRO may, in its discretion, establish a separate Neighborhood Parks Account within the Metro Regional Parks/Expo Fund referred to in Section 3(E), in order to assure proper segregation of Neighborhood Parks costs.

## SECTION 4

### RECORDS AND INFORMATION

A. County Records Requested by Metro/Metro ERC

If requested by METRO or Metro ERC, and to the extent permitted by law, COUNTY shall provide to METRO or Metro ERC either the originals or copies of any records in its possession regarding the County Facilities, including any records in any electronic format. The requesting party shall reimburse the provider for the reasonable costs of providing the records or copies thereof, if billed by the provider. All original records provided under this subsection shall remain the property of the provider, even though in the possession of Metro ERC or METRO. Metro ERC and METRO shall not destroy or otherwise dispose of the original records without the prior written consent of the provider.

B. Records and Information to be Provided in Advance of Effective Date

In addition to any records requested by METRO or Metro ERC, COUNTY shall provide the following records and information as soon as possible, and in no event later than December 31, 1993:

1. A specific list of all funds to be transferred, their financial history, current fund balance, and restrictions on usage and collection, if any.
2. An inventory of all fixed assets, including depreciation schedule and book value.
3. An inventory of all personal property to be transferred, including any maintenance agreements.
4. A list of all current contracts applicable to the County Facilities, including but not limited to service, vendor, and exhibitor contracts, with copies attached.
5. A compilation of all policies, ordinances and regulations which govern the operations of the County Facilities.
6. A list of any unwritten agreements, practices, or understandings which customers of the County Facilities may expect to be continued.
7. A list of all staff to be transferred, including payroll records, general ledger account balances, current COUNTY classifications, job descriptions, and any current assignments.
8. A list of current or foreseen assessments against property.
9. Any estimates or studies, complete or incomplete, of any structural improvements needed or recommended for the County Facilities, including any safety recommendations.
10. A list of all services provided by the COUNTY to the County Facilities by other COUNTY departments or divisions, and any internal COUNTY charges imposed for such services.
11. A description of any known environmental hazards or exposures, including but not limited to underground fuel tanks, PCBs, and asbestos.

## SECTION 5

### DISPUTE RESOLUTION

#### A. Exhaustion of Dispute Resolution Process Required

Neither party shall resort to litigation to enforce any of the terms of this Agreement unless and until the dispute resolution process established in this section has been completed,



provided, however, that a party may institute litigation in a court of competent jurisdiction to require a party to participate as provided herein.

B. Procedure

In the event of a dispute arising under this Agreement between the parties, the parties shall first attempt to resolve the dispute by negotiations with each other in good faith. In the event that such negotiations do not provide a mutually-agreeable settlement, either party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation of dispute resolution proceedings to the Metro Executive Officer, to the County Chair, and to a person mutually agreed to by the Metro Executive Officer and the County Chair. The three together shall constitute the Dispute Resolution Committee. The notice shall identify the dispute as to which the dispute resolution process is being initiated.

2. Not later than fifteen (15) days after receipt of the notice of initiation, each party to this Agreement may submit a written statement to the Dispute Resolution Committee stating the party's position on the dispute.

3. Not later than thirty (30) days after notice of initiation, the Dispute Resolution Committee shall decide on a resolution of the dispute and shall notify the parties to this Agreement of the resolution. Decisions of the Dispute Resolution Committee shall be by majority vote.

4. Decisions of the Dispute Resolution Committee shall be final and binding on the parties unless, within 60 days of receipt of the decision of the Committee, the governing board of either party by duly adopted resolution gives written notice of its rejection of the decision.

## SECTION 6

### REMEDIES

In the event a party fails to comply with any provision of this Agreement, then any other party shall be entitled to any remedy available at law or in equity, provided that the party has first exhausted its remedies under Section 5 of this Agreement. The termination of this Agreement shall not prevent a party from receiving any additional remedy not inconsistent with the events specified to occur on termination.

////

////

## SECTION 7

### TERMINATION

#### A. Termination by Mutual Agreement

The parties may terminate this Agreement at any time prior to PHASE II, Transfer of Ownership, by mutual written agreement. The procedure on termination by mutual agreement shall be determined by the termination agreement.

#### B. Automatic Termination

In the event that the parties do not reach a mutual written agreement for PHASE II, Transfer of Ownership, by January 1, 1996, this Agreement shall terminate effective June 30, 1996. On the effective date of the termination, the events described in subsection (D)(1-9) of this Section shall occur.

#### C. Unilateral Termination

In the absence of a signed written agreement among the parties hereto then in existence for PHASE II, Transfer of Ownership, or a signed written termination agreement pursuant to paragraph A of this section, then COUNTY or METRO may, by duly adopted resolution of its governing body, initiate termination of this Agreement and thereafter give notice of termination. The termination shall be effective six (6) months after the date of the notice. On the effective date of the termination, the events described in subsection (D)(1-9) of this Section shall occur.

#### D. Termination Procedure

In the event of termination, subject to compliance with any statutory requirements, the following shall occur:

1. After the date of termination, all revenues from and expenditures for the County Facilities shall be treated as COUNTY revenues and expenditures, except to the extent that METRO has transferred METRO or Metro ERC funds to the County Facilities;

2. All METRO and Metro ERC accounts receivable and other receivables related to County Facilities existing on the termination or thereafter accruing shall be assigned to COUNTY, and COUNTY shall be responsible for payment of all METRO and Metro ERC accounts payable and other obligations existing as of that date or thereafter related to the County Facilities;

3. All monies in METRO and Metro ERC funds related to County Facilities shall become the property of COUNTY and shall be transferred to COUNTY, with the exception of any METRO or Metro ERC funds which have been transferred to the County Facilities, said transfer shall be accomplished in substantially the same manner in which funds were transferred to METRO originally;

4. All event and concession bank accounts related to the County Facilities shall be transferred to COUNTY subject to all outstanding checks or authorized demands for payment issued by METRO prior to the termination date;

5. All records related to County Facilities shall become the property of COUNTY and shall be transferred to COUNTY;

6. COUNTY shall comply with ORS 236.610 et. seq., to the extent applicable, with respect to all personnel whose positions are included in the budgets for County Facilities;

7. All contracts, permits, rental agreements, and licenses or portions thereof related to the County Facilities, or fixed assets or personal property funded by the County Recreation Fund shall be assigned to COUNTY;

8. All other charges, allocations, and transfers as are necessary or desirable to the proper operation of County Facilities and Other Facilities operated by METRO or Metro ERC shall be carried out in good faith by the parties hereto; and

9. Any dispute between the parties regarding carrying out the requirements of subsection (D)(1-9) of this Section shall be resolved pursuant to Section 5 of this Agreement.

## SECTION 8

### PHASE II TRANSFER OF OWNERSHIP

#### A. General

This Agreement contemplates that, effective no later than July 1, 1996, COUNTY shall transfer to METRO full ownership of those of the County Facilities which METRO has determined are public cultural, trade, convention, exhibition, sports, entertainment, or spectator facilities, or parks, open spaces, or recreational facilities of "metropolitan concern." Neighborhood Parks identified in Exhibit 1 are intended to be transferred to the City of Portland during PHASE I, and in no event shall they become the property of METRO. Upon the effective date of a signed written agreement for PHASE II TRANSFER OF OWNERSHIP, the provisions of PHASE I consolidation shall no longer apply, except

those of which may be specifically incorporated or referenced in any PHASE II agreement, or those provisions which by their specific terms go beyond PHASE I.

**B. PHASE II Procedure**

1. No later than July 1, 1995, METRO shall determine, by whatever procedures are required by the 1992 Metro Charter, if any, which of the County Facilities are public cultural, trade, convention, exhibition, sports, entertainment, or spectator facilities, or parks, open spaces, or recreational facilities of "metropolitan concern," such that full METRO-ownership of such facilities would be appropriate under the 1992 Metro Charter.

2. No later than July 1, 1995, METRO and COUNTY shall initiate negotiations for full transfer of ownership of those facilities identified as appropriate for METRO ownership and control. METRO and COUNTY shall bargain in good faith over the transfer of ownership of such facilities.

3. In the event that a signed mutual written agreement for PHASE II, Transfer of Ownership, has not been entered into by January 1, 1996, this Agreement shall terminate as provided in Section 7(B).

**SECTION 9**

**AUTHORITY TO MAKE DECISIONS**

This Agreement provides for various approvals, waivers, executions of further documents implementing this Agreement, or other decisions or actions to be made or taken on behalf of COUNTY and METRO hereunder. Except as otherwise specifically provided in this Agreement, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the County Chair, if on behalf of COUNTY, and by the Metro Executive Officer, if on behalf of METRO. Any amendments to this Agreement and any PHASE II, Transfer of Ownership, agreement must be approved by the County Commission and the Metro Council.

**SECTION 10**

**ASSIGNMENT AND TRANSFER**

Except as provided herein, this Agreement and any property to be transferred by its terms, shall not be assignable or transferable by either party or by operation of law except with the written consent of the other party. A consenting party may impose any conditions on the consent that are reasonable under the circumstances. The assignee or transferee shall be bound by all the provisions of this Agreement. The assignor or transferor shall not be

relieved of any obligations under this Agreement unless the written consent of the other party expressly so provides. Provided, however, that assignment and transfer of the facilities identified as Neighborhood Parks to the City of Portland is contemplated by this Agreement, and the parties shall cooperate to accomplish such assignment and transfer.

## SECTION 11

### ATTORNEYS' FEES

In the event of a suit or action to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees and expenses, including the cost of depositions and expert witnesses, at trial and on appeal of the suit or action, in addition to all others sums provided by law.

## SECTION 12

### NOTICE

Any notice provided for hereunder shall be deemed sufficient if deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed either to the following address or to such other address or addresses as the recipient shall have notified the sender of by notice as provided herein:

METRO:                      Executive Officer  
                                 Metro  
                                 600 N.E. Grand Avenue  
                                 Portland, OR 97232-2736

With a copy to:

Clerk of the Council  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

Office of General Counsel  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

////  
////

COUNTY: County Chair  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1410  
Portland, OR 97204

With a copy to:

County Counsel  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1530  
Portland, OR 97204

Notice hereunder shall be deemed received three (3) days after mailing as provided in this Section or on actual delivery to the addressee, whichever occurs first.

### SECTION 13

#### EXECUTION OF FURTHER DOCUMENTS

In order to complete implementation of the provisions of this Agreement, it may be necessary for METRO, Metro ERC, and COUNTY to execute further documents enabling implementation. Each of them shall execute such further documents and take such other steps as are reasonably necessary or appropriate to implementing the provisions hereof.

### SECTION 14

#### WAIVERS

The waiver of any provision of this Agreement, whether a waiver as to a particular application of the provision, or as to all applications of the provision, shall be binding on the party making the waiver only if in writing and executed by the party. Unless otherwise expressly provided in the written waiver, the waiver by a party of performance of a provision as to a particular application shall not be a waiver of nor prejudice the party's right to require performance of the provision as to other applications or of any other provision.

////

////

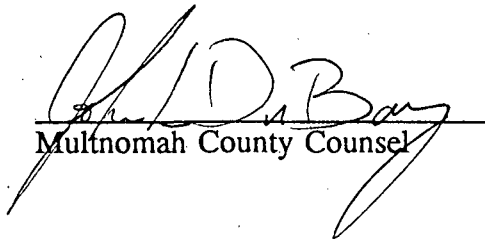
## SECTION 15

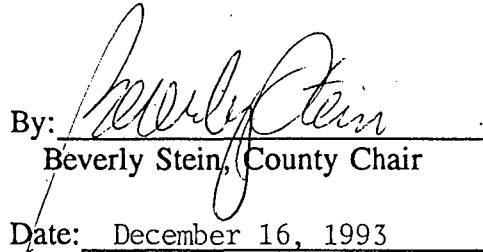
### ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties. This Agreement may not be modified except by a written amendment dated and approved and signed by all the parties hereto then in existence. No party shall be bound by any oral or written statement or course of conduct of any officer, employee, or agent of the party purporting to modify this Agreement.

APPROVED AS TO FORM

MULTNOMAH COUNTY

  
Multnomah County Counsel

By:   
Beverly Stein, County Chair  
Date: December 16, 1993

APPROVED AS TO FORM

METRO

\_\_\_\_\_  
Metro General Counsel

By: \_\_\_\_\_  
Rena Cusma,  
Executive Officer

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

gl  
1178F

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-16 DATE 12/16/93  
DEB BOGSTAD  
BOARD CLERK

## EXHIBIT 1

### NATURAL AREAS AND REGIONAL FACILITIES

1. Mason Hill
2. Sauvie Island Boat Ramp
3. Multnomah Channel
4. Bybee-House & Howell Park
5. Bell View Point
6. M. James Gleason Memorial Boat Ramp
7. Broughton Beach
8. Beggars Tick Marsh
9. Glendoveer Golf Course & Fitness Trail
10. Blue Lake Park
11. Gary and Flagg Islands
12. Oxbow Park
13. Indian John Island
14. Larch Mountain Corridor
15. Chinook Landing marine Park
16. Sandy River Access Points
17. Smith & Bybee Lakes Addition
18. Phillippi Property

### NEIGHBORHOOD PARKS

1. Dickenson
2. North Powelhurst
3. Lynchview
4. Gilbert Heights
5. Parklane
6. Lincoln
7. Gilbert Primary
8. East Lynchwood

### PIONEER CEMETERIES

1. L. Jones
2. Grand Army of the Republic
3. Lone Fir
4. Multnomah Park
5. Brainard
6. Columbia Pioneer
7. White Birch
8. Escobar
9. Gresham Pioneer
10. Mt. View Stark
11. Douglass
12. Pleasant Home
13. Powell Grove
14. Mt. View Corbett

### PUBLIC TRADE & EXHIBITION FACILITY

1. Portland Exposition Center



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Amending       )  
Resolution 90-57 which Creates   )  
a Capital Improvement Fund and   )  
Natural Areas Protection Fund    )

RESOLUTION  
93 - 338

WHEREAS, the BOARD OF COUNTY COMMISSIONERS created a Capital Improvement Fund and Natural Areas Protection Fund upon approval of Resolution 90-57 on April 19, 1990; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS adopted a "Natural Areas Protection & Management Plan" in June of 1992, as required by Resolution 90-57; and

WHEREAS, the BOARD OF COUNTY COMMISSIONERS has an ongoing commitment to the protection of natural areas as identified in the adopted "Natural Areas Protection and Management plan;" and

WHEREAS, alternative funding sources are not available for the purpose of plan implementation; and,

WHEREAS, certain wording in Resolution 90-57 is vague and does not necessarily reflect current BOARD OF COUNTY COMMISSIONERS' intent regarding disposition of proceeds from the sale of specific properties; and

WHEREAS, it is in the best interest of Multnomah County to clarify BOARD OF COUNTY COMMISSIONERS' intent to avoid delays in sales and disposition of proceeds;

NOW, THEREFORE, BE IT RESOLVED that RESOLUTION 90-57 is amended as follows, with bracketed [ ] words, phrases, or sentences indicating deletion and underlined words, phrases, or sentences indicating additions:

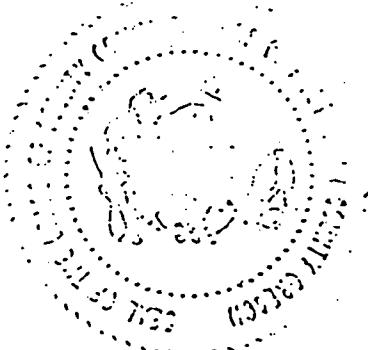
Page 2, Lines 5-9

THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners directs that any proceeds from the sale of undeveloped, unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited equally to the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund[.]. Proceeds from the sale of developed, unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited to the Capital Improvement Fund.

Page 2, Lines 20-21

THEREFORE, BE IT FURTHER RESOLVED, that the Board will review the use of the funds deposited to the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund and the division of money between the funds in [five] three years or upon establishment of a regional funding source for natural areas, whichever occurs first.

ADOPTED this 7th day of October, 1993.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel  
fa/ Laurence Kressel  
County Counsel  
for Multnomah County, Oregon

EXHIBIT A  
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of Creating a	)	RESOLUTION
Capital Improvement Fund and	)	
A Natural Areas Acquisition and	)	90-57
Protection Fund and adopting	)	
guidelines for receipts and	)	
disbursements	)	

1        WHEREAS, the Board of County Commissioners may authorize the sale of  
2        unrestricted property and/or improvements owned by the County, and;

3  
4        WHEREAS, it is financially prudent to restrict use of any proceeds  
5        received from the sale of unrestricted property for future capital  
6        requirements and the acquisition, protection, and management of natural areas,  
7        and;

8  
9        WHEREAS, the Board has indicated their intent to relocate certain county  
10       functions to a County Government Center, and;

11  
12       WHEREAS, the County's Strategic Plan includes a provision for long-range  
13       improvement capital planning and for the acquisition, protection, and  
14       management of natural areas, and;

15  
16       WHEREAS, given the anticipated growth in the region, the need to acquire  
17       threatened natural areas is critical now,

18  
19       WHEREAS, a need will arise for future capital acquisitions or  
20       improvements and for the acquisition, management, and protection of natural  
21       areas, and;

22  
23       WHEREAS, the Board will authorize the development of a Natural Areas  
24       plan by the Department of Environmental Services. The Board intends to adopt  
25       a Natural Areas plan in 1991.  
26

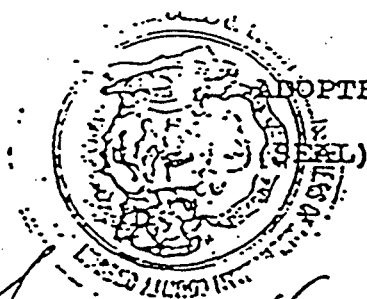
1        THEREFORE, BE IT RESOLVED, that the Board of County Commissioners create  
2        a Capital Improvement Fund and a Natural Areas Acquisition and Protection  
3        Fund, and;  
4

5        THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners  
6        directs that any proceeds from the sale of undeveloped, unrestricted property  
7        (not including land swaps) and interest earnings on the deposited proceeds are  
8        to be credited equally to the Capital Improvement Fund and the Natural Areas  
9        Acquisition and Protection Fund,  
10

11       THEREFORE, BE IT FURTHER RESOLVED, that the only disbursements made from  
12       the Capital Improvement Fund are to be related to the sale or purchase of  
13       property and/or improvement included in the Capital Plan.  
14

15       THEREFORE, BE IT FURTHER RESOLVED, that the only disbursements made from  
16       the Natural Areas Acquisition and Protection Fund are to be related to the  
17       acquisition, protection, and management of natural areas included in the  
18       Natural Areas Plan adopted by the Board of County Commissioners.  
19

20       THEREFORE, BE IT FURTHER RESOLVED, that the Board will review the use of  
21       the funds and the division of money between the funds in [five] three years.



ADOPTED THIS 19th DAY OF APRIL, 1990.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy  
Gladys McCoy, Chair

REVIEWED

Laurence Kressel  
Laurence Kressel, County Counsel



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
(503) 248-5000

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

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BETSY WILLIAMS, DIRECTOR *B. Williams*  
DEPT. OF ENVIRONMENTAL SERVICES

DATE: SEPTEMBER 25, 1993

RE: RESOLUTION REGARDING NATURAL AREAS  
ACQUISITION AND PROTECTION FUND (OCTOBER 7)

### I. Recommendation/Action Requested:

Recommend approval of following amendments to Resolution 90-57, regarding the creation of the Capital Improvement Fund and the Natural Areas Acquisition and Protection Fund:

- Clarify that proceeds to be allocated to Natural Areas Acquisition and Protection Fund are from the sale of undeveloped, unrestricted property.
- Establish a review date by the Board of County Commissioners on use of the funds in three years.

### II. Background/Analysis:

On April 19, 1990, the Board of County Commissioners unanimously adopted Resolution 90-57, which created a Capital Improvement Fund and Natural Areas Acquisition and Protection Fund (Natural Areas Fund) to receive (in equal shares) the proceeds from the sales of "unrestricted county properties" less closing costs.

The resolution further stipulated that in the case of the Natural Areas Fund, expenditures could not be made until a "Natural Areas Plan" had been adopted by the Board. In June 1992, the "Natural Areas Protection and Management Plan" was adopted by Board Resolution 92-102.

Subsequent to Board approval of Resolution 90-57, it became clear that certain wording within the resolution was vague and that when strictly interpreted would unintentionally limit the County's ability to sell certain properties and reinvest proceeds to replace lost facilities. For example, in the event that the County decided to sell an existing facility to reinvest in another facility, under a strict interpretation of Resolution 90-57, 50% of the proceeds of that sale would be deposited to the Natural Areas Fund.

Clearly, this was not the intent of the Board when Resolution 90-57 was adopted. In fact, the basis for Resolution 90-57 centered on the sale of undeveloped or open-space sites. The rationale was that if Multnomah County were to market open spaces, such as the Edgefield Farm (one of the largest pieces of open space within the UGB in Multnomah County), a portion of those proceeds should be reinvested in the acquisition and protection of other sensitive natural areas.

In order to clarify Resolution 90-57 and accurately reflect the Board of County Commissioner's intent, it is recommended that the resolution be amended to specify that 50% of the proceeds only from undeveloped property sales be deposited to the Natural Areas Fund. Further, this resolution recommends a review of the fund by the Board in three years, consistent with the intended transfer of deed of these properties to Metro under the pending transfer intergovernmental agreement.

### III. Financial Impact:

The proposed amendment to Resolution 90-57 effectively limits property sale proceeds going into the Natural Areas Fund to those realized from the sale of Edgefield, as Edgefield is the primary undeveloped, unrestricted surplus property in the County's current inventory. The entire 284 acres at Edgefield were appraised in March, 1990 at \$6,618,700. The longterm potential, therefore, for funds to be deposited into the Natural Areas Fund is somewhat in excess of \$3 million. The 1993/94 adopted budget for the Natural Area Fund is \$621,678.

### IV. Legal Issues:

Not applicable.

### V. Controversial Issues:

The commitment of unrestricted revenues for the acquisition, protection, and management of natural areas is potentially contentious in an era of scarce resources for a variety of public needs. However, the Board of County Commissioners has consistently over time recognized that the preservation of our environment is integral to the health, vitality and quality of life in our community; and this proposed resolution is consistent with that commitment.

VI. Link to Current County Policies:

As referenced above, the Natural Areas Fund provides the mechanism for funding the "Natural Areas Protection and Management Plan," adopted by the Board in 1992. In addition, this item supports County objectives included in the 1993/94 Adopted Budget regarding the protection of the County's natural areas (See budget pages DES-3 and DES-30).

VII. Citizen Participation:

The environmental community has been instrumental in the development and promotion of the County's Natural Areas Fund and Plan. They were actively involved in the adoption of Resolution 90-57; and they have been consulted in the development of the recommended amendment. It is highly probable that they will be present to testify on this item.

In addition, the Central Citizen Budget Advisory Committee reviewed the Natural Areas Fund as part of their 1990 Dedicated Fund Review Report. Their findings were as follows:

This fund was established to receive half of the revenues from sale of County owned property.....the OCBAC finds the fund to be totally insufficient for the need...

VIII. Other Government Participation:

Although the Natural Areas Plan has been excluded for transfer to Metro under the proposed Parks/Expo transfer agreement, Metro is extremely concerned that the County maintain an ongoing role as an advocate and supporter of greenspaces and natural areas in the region. It is anticipated that Metro and the County will work closely and cooperatively in this area.