



Multnomah Community Television
26000 S.E. Stark St.
Gresham, OR 97030-3300
(503) 491-7636 FAX (503) 491-7636

Multnomah County
Board of Commissioners
REGULAR MEETING 9 JANUARY, 2003

1 OF 2



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Multnomah County
Board of Commissioners
REGULAR MEETING 9 JANUARY, 2003
2 OF 2



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
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Commission Dist. 1

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Lisa Naito, Commission Dist. 3

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Lonnie Roberts, Commission Dist. 4

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JANUARY 9, 2003

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 5	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 5	9:45 a.m. East County Facility Leases
Pg 5	10:00 a.m. Public Hearing and Consideration of Approval of Metropolitan Transportation Improvement Program Project List
Pg 6	10:10 a.m. Senate Bill 1145 Briefing 28
Pg 6	11:00 a.m. RESOLUTION Directing County Mental Health Director to Propose an Information Sharing Policy for Individuals with Mental Illness in the Criminal Justice System
Pg 6	11:30 a.m. Public Affairs Office Discussion of Ballot Measure 28 and State Budget Issues, Resolution in Support of Ballot Measure 28

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

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Thursday, January 9, 2003 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Appointment of Commissioner District 1 Maria Rojo de Steffey as Multnomah County Vice-Chair for the 2003 Calendar Year Pursuant to Section 3.60 of the Home Rule Charter of Multnomah County

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

- C-1 Appointments of Fran Landfair and Cassandra Garrison to the CITIZEN INVOLVEMENT COMMITTEE
- C-2 Appointment of Ernest Drapela to the HISTORIC COLUMBIA RIVER HIGHWAY ADVISORY COMMITTEE
- C-3 Reappointment of Patrick Brothers to the MULTNOMAH COUNTY PLANNING COMMISSION
- C-4 Appointment of Erica Jones to the ADVOCACY TEAM FOR SEXUAL MINORITY YOUTH

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-5 RESOLUTION Authorizing Execution of Deeds D031868 and D031869 for Repurchase of Tax Foreclosed Properties to the Former Owner, THE ESTATE OF TSANG KOK WAH
- C-6 RESOLUTION Authorizing Approval to Allow Repurchase of Certain Tax Foreclosed Property to the Former Owner, MOUNTAIN VIEW PROPERTIES, INC.
- C-7 RESOLUTION Authorizing Execution of Deed D031873 for Repurchase of Tax Foreclosed Property to the Heir of Former Owner, JAMES L DAWSON, under Small Estate No. 020791200
- C-8 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to EDITH E JENNINGS & RANDALL S GREEN, Husband and Wife, and Directing Tax Title to Publish Notice Pursuant to ORS 275.225

DEPARTMENT OF COMMUNITY JUSTICE

- C-9 Budget Modification DCJ 03_02 Decreasing Adopted Budget Juvenile Crime Prevention Plan Revenue by \$200,519 and Reconciling the FY 03 Adopted Budget to the Most Recent JCP Revisions Approved by the State

SHERIFF'S OFFICE

- C-10 Amendment 1 to Government Revenue contract 0210029 with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) and the City of Portland, for Reimbursement of Two Sheriff's Office Deputies for provision of Transit Police Services

DISTRICT ATTORNEY'S OFFICE

- C-11 Government Revenue Contract (190 Agreement) 0310490 with the City of Troutdale, Providing for the Dispersal of Assets and Property Subject to Forfeiture Under Oregon Laws, Chapter 780 Relating to Civil Forfeitures, and Oregon Laws, Chapter 666 Relating to Criminal Forfeitures

DEPARTMENT OF HEALTH

- C-12 Government Revenue Contract (190 Agreement) 0310415 with Tillamook County, Establishing Actions and Reimbursement Obligations for Participation in the Medicaid Enhanced Reimbursement Process Set Forth in Contract 104502 Between Multnomah County and the State of Oregon Medical Assistance Office
- C-13 Government Revenue Contract (190 Agreement) 0310416 with Clackamas County, Establishing Actions and Reimbursement Obligations for Participation in the Medicaid Enhanced Reimbursement Process Set Forth in Contract 104502 Between Multnomah County and the State of Oregon Medical Assistance Office
- C-14 Government Revenue Contract (190 Agreement) 0310417 with Klamath Open Door Clinic (Health Center), Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-15 Government Revenue Contract (190 Agreement) 0310418 with La Clinica del Valle (Health Center), Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and

Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics

- C-16 Government Revenue Contract (190 Agreement) 0310419 with La Clinica del Carino (Health Center), Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-17 Government Revenue Contract (190 Agreement) 0310420 with NARA Indian Health Clinic, Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-18 Government Revenue Contract (190 Agreement) 0310421 with Siskiyou Community Health Center, Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-19 Government Revenue Contract (190 Agreement) 0310422 with Umpqua Community Health Center, Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-20 Government Revenue Contract (190 Agreement) 0310423 with Valley Family Health Services (Health Center), Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-21 Government Revenue Contract (190 Agreement) 0310424 with Virginia Garcia Memorial Health Center, Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-22 Government Revenue Contract (190 Agreement) 0310425 with West Salem Clinic (Health Center), Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and

Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics

- C-23 Government Revenue Contract (190 Agreement) 0310426 with Yakima Valley Farm Workers Clinic (Health Center), Providing County Reimbursement for Time, Expenses and Risk Associated with the Negotiation, Facilitation, Staffing, and Guaranteeing the Finances of Retroactive Enhanced Federally Qualified Health Center Payments for Oregon FQHC Clinics
- C-24 Government Revenue Contract (190 Agreement) 0310427 with the Confederated Tribes of Grand Ronde, Establishing Actions and Reimbursement Obligations for Participation in the Medicaid Enhanced Reimbursement Process Set Forth in Contract 104502 Between Multnomah County and the State of Oregon Medical Assistance Office
- C-25 Intergovernmental Revenue Agreement 0310428 with the State of Oregon, Department of Human Services, Office of Medical Assistance Programs, Providing Enhanced Medicaid Enhanced Reimbursement to Oregon Safety Net Clinics for Visits Provided to OMAP Clients from January 1, 2000 through December 31, 2000

REGULAR AGENDA - 9:30 AM
PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:30 AM

- UC-1 RESOLUTION Authorizing Sale of Ford Building Real Property at 2505 S.E. 11th Avenue, Portland, Oregon
- R-1 RESOLUTION Approving Designation of County as a "Hybrid Covered Entity" for Purposes of HIPAA Compliance
- R-2 RESOLUTION Authorizing the County to Make an Internal Loan from the Risk Management Fund to the Building Project Fund in the Amount of \$388,000 to Purchase Election Equipment
- R-3 Lease of Space at the Multnomah County East Facility to the YWCA of Portland, Inc. for the Benefit of its Clients and Clients of the Aging and Disability Services Division

- R-4 Lease of Space at the Multnomah County East Facility to Gresham Seniors United, for the Benefit of its Clients and Clients of the Aging and Disability Services Division, Including Operation of the Seniors Arts and Crafts Sales Store and Provision of Reception Services for the Ambleside Common Use Area at MCE
- R-5 Lease of Space at the Multnomah County East Facility to Ride Connection, Inc., Providing Parking Space and Administrative Space for Ride Connection Vehicles and Services for the Benefit of its Clients and Clients of the Aging and Disability Services Division
- R-6 PUBLIC HEARING and Consideration of a RESOLUTION Approving Metropolitan Transportation Improvement Program (MTIP) Project List for Submittal to Transportation Priorities 2004-07

DEPARTMENT OF COMMUNITY JUSTICE - 10:05 AM

- R-7 NOTICE OF INTENT to Apply for a Center for Substance Abuse and Mental Health Services Administration (SAMHSA) Treatment Enhancement Grant targeting African American Offenders
- R-8 Briefing on the Options for Continuing Participation in the Community Corrections Act, SB 1145. Presented by Joanne Fuller and Jacquie Weber. 45 MINUTES REQUESTED.

NON-DEPARTMENTAL - 11:00 AM

- R-9 RESOLUTION Directing the Multnomah County Mental Health Director to Propose an Information Sharing Policy for Individuals with Mental Illness in the Criminal Justice System
- R-10 Public Affairs Office Discussion of Ballot Measure 28 and other State Budget Issues, and Board Consideration of a RESOLUTION in Support of Ballot Measure 28. Presented by Gina Mattioda and Stephanie Soden. 45 MINUTES REQUESTED.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Carol Wessinger
Staff to Commissioner Lisa Naito

DATE: January 6, 2003

RE: Commissioner Naito to vote by phone and attend meeting late

Commissioner Naito will vote by phone during the meeting from 9:30-10:00am Thursday, January 9th, 2003 and will be joining the meeting already in progress at 10:00am. She will be briefing Gresham Mayor Becker and others on the PGE acquisition.

Thank you

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 12/03/02

Requested Date: January 9, 2003

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Delma Farrell

Phone: 503/988-3953

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Appointments of Fran Landfair and Cassandra Garrison to the Citizen Involvement Committee

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Recommend appointments.
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.** The purpose of the Citizen Involvement Committee (CIC) is to "inform residents of their opportunities and rights in the decision making process of all branches of County government, create meaningful citizen involvement opportunities, and integrate citizens into the decision making process." The CIC is a 15 member volunteer group comprised of members appointed from specific commission districts. There are 3 at large members. Kathleen Todd is the County's Citizen Involvement Committee liaison.
 - 3. Explain the fiscal impact (current year and ongoing).** Appointment involves no fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues. None.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:



Department/Agency Director:

Date: 12/03/2002

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 12/05/02

Requested Date: January 9, 2003

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Delma Farrell

Phone: 503/988-3953

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Appointment of Ernest Drapela to the Historic Columbia River Highway Advisory Committee

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Recommend appointment of Ernest Drapela as Multnomah County's representative to the Historic Columbia River Highway Advisory Committee
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Historic Columbia River Highway Advisory Committee (HCRHAC) reviews Oregon Department of Transportation preparation of the historic road program and its ongoing management. The HCRHAC submits their recommendations to the Oregon Department of Transportation Director. HCRHAC consists of 10 members including the State Highway Engineer, State Administrator of Parks and Recreation Division, State Historic Preservation Officer, Administrator of Tourism Division of the Economic Development Department, and 6 citizen members (two each from Multnomah, Hood River and Wasco counties). Members must be residents of their appointing counties. The Governor appoints one citizen member from each county and each County Commission appoints one member. Criteria for citizen members includes knowledge of, or specific interest in, historic or scenic preservation, engineering design, recreation or related disciplines. HCRHAC meets about six times a

year with most meeting occurring at locations in the Columbia Gorge. Jeanette Kloos with the Oregon Department of Transportation is staff liaison to the HCRHAC.

3. Explain the fiscal impact (current year and ongoing). No fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
 - ❖ **What budgets are increased/decreased?**
 - ❖ **What do the changes accomplish?**
 - ❖ **Do any personnel actions result from this budget modification? Explain.**
 - ❖ **Is the revenue one-time-only in nature?**
 - ❖ **If a grant, what period does the grant cover?**
 - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

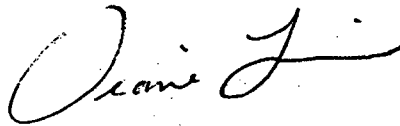
- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues.

5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:



Date: 12/05/2002

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 12/05/02

Requested Date: January 9, 2003

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Delma Farrell

Phone: 503/988-3953

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Reappointment of Patrick Brothers to the Multnomah County Planning Commission

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Recommend approval of re-appointment of Patrick Brothers to the Multnomah County Planning Commission.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Planning Commissions acts as the land use advisory body to the Board of County Commissioners for unincorporated Multnomah County. They make recommendations to the Board on the adoption, revision or repeal of the comprehensive plan and the implementing measures needed to carry out the plan. The Planning Commission consists of 9 members representing the various demographic area of the County. Stuart Farmer, of the Land Use Planning Division, is the staff liaison to the County Planning Commission.
 3. **Explain the fiscal impact (current year and ongoing).** No fiscal impact.

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- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?


If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:



Date: 12/05/2002

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-4

Est. Start Time: 9:30 AM

Date Submitted: 11/25/02

Requested Date: January 9, 2003

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Delma Farrell

Phone: 503/988-3953

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Appointment of Erica Jones to the Advocacy Team for Sexual Minority Youth

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Recommend approval of appointment.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Advocacy Team for Sexual Minority Youth was created by Board Resolution in December 2000. The Advocacy Team is staffed by the County's Commission on Children, Families & Community to plan and execute key advocacy opportunities for sexual minority youth, identify short and longer term advocacy opportunities aligned with investment opportunities, assess the degree to which sexual minority youth are involved in this work and the degree to which they are fully integrated, and to take action align vision with reality.

- 3. Explain the fiscal impact (current year and ongoing).**

No fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

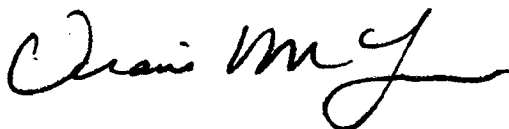
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:



Date: 11/25/02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 11/27/02

Requested Date: January 9, 2003

Time Requested: Consent Item

Department: Tax Title

Division: Housing

Contact/s: Gary Thomas

Phone: 503.988.3590

Ext.: 22591

I/O Address: 503/4/Tax Title

Presenters: Gary Thomas

Agenda Title: Resolution Authorizing Approval to Allow Repurchase of two Tax Foreclosed Properties to the Former Owner The Estate of Tsang Kok Wah

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the repurchase of two tax foreclosed properties to the former owner, The Estate of Tsang Kok Wah. The Department of Business & Community Services recommends that the repurchase be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject properties (As shown in Exhibit A) were foreclosed on for delinquent property taxes and came into County ownership on September 24, 2002. Letters for each property dated October 25, 2002 were sent to the former owner of record, The Estate of Tsang Kok Wah, providing the opportunity to repurchase the properties. On November

26, 2002 the former owner sent a payment to the Tax Title Section for both properties in the amount of \$19,739.86.

3. Explain the fiscal impact (current year and ongoing).

The Repurchase will allow for the full recovery of delinquent taxes, fees, and expenses. The sale will also reinstate both of the properties on the tax roll (see Exhibit B).

4. Explain any legal and/or policy issues.

Multnomah County Code Section 7.402 provides for 30 days notice to the former owner of record to repurchase a property foreclosed on for delinquent property taxes. THE ESTATE OF TSANG KOK WAH made contact with us within the 30 day time limit to notify Multnomah County of their intention to repurchase.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is expected.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson*

Date: 112802

Budget Analyst

By:

Date:

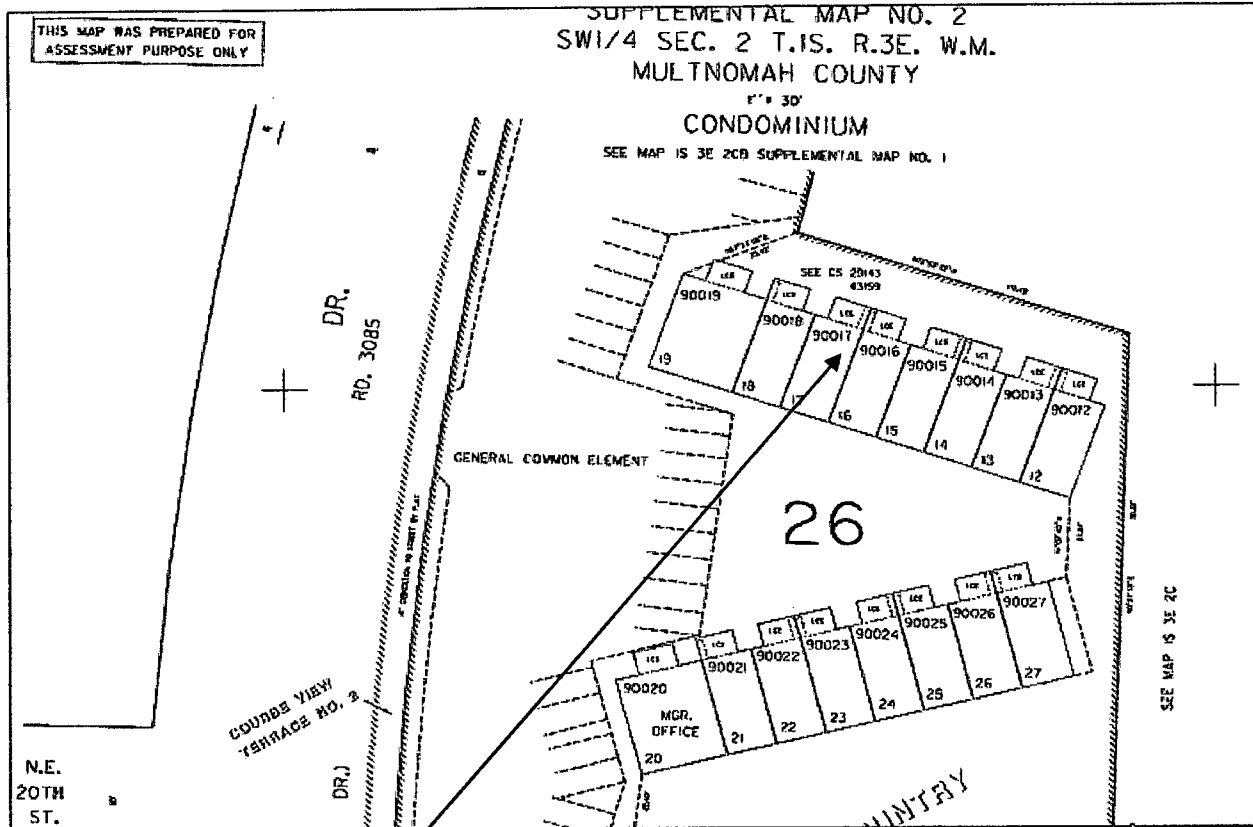
Dept/Countywide HR

By:

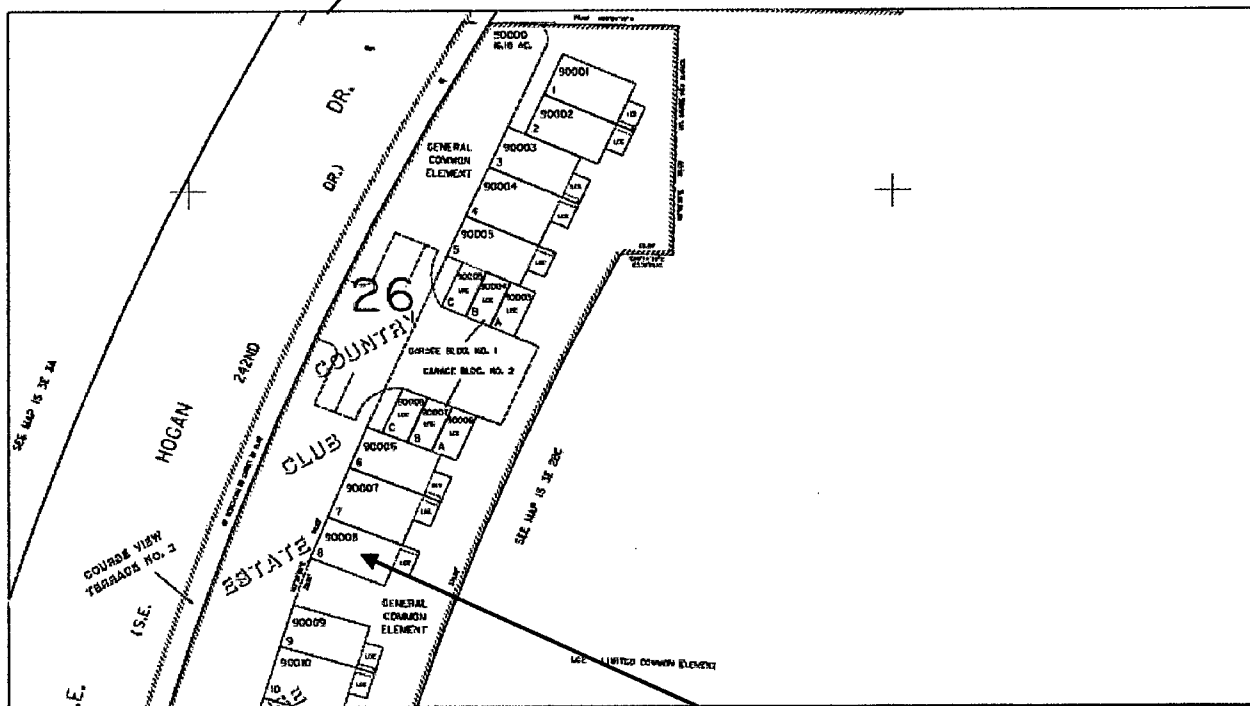
Date:

EXHIBIT "A"

R141944



R141935



"EXHIBIT B"

**PROPOSED PROPERTY LISTED FOR REPURCHASE
FISCAL YEAR 2002-03**

LEGAL DESCRIPTION:

Lots 8 and 17, COUNTRY CLUB ESTATES TOWNHOUSE CONDO, in the City of Gresham,
Multnomah County, Oregon.

PROPERTY ADDRESS:	2076 NE HOGAN DR/ 2240 NE HOGAN DR
TAX ACCOUNT NUMBERS:	R141944 / R141935
GREENSPACE DESIGNATION:	None
SIZE OF PARCEL:	928 square feet / 1400 square feet
ASSESSED VALUE:	\$68,570.00 / \$104,380.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF REPURCHASE
--

BACK TAXES & INTEREST:	\$6,939.64 / \$10,446.09
2002 TAXES	\$808.81 / \$1230.02
ACCRUED INTEREST:	\$106.77 / 160.53
RECORDING FEE:	24.00 / 24.00
CITY LIENS:	-0-
SUB-TOTAL	\$7,879.22/11,860.64
MINIMUM PRICE REQUEST OF REPURCHASE	\$19,739.86

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Execution of Deeds D031868 and D031869 for Repurchase of Tax Foreclosed Properties to the Former Owner, THE ESTATE OF TSANG KOK WAH.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and THE ESTATE OF TSANG KOK WAH is the former owner of record.
- b) THE ESTATE OF TSANG KOK WAH has applied to the County to repurchase the properties for \$19,739.86, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the properties be sold to the former owner.
- c) The Tax Title Section has received payment in the amount of \$19,739.86 from THE ESTATE OF TSANG KOK WAH.

The Multnomah County Board of Commissioners Resolves:

- 1. The Chair is authorized to execute Deeds D031868 and D031869 as attached, conveying to the former owner the following described real property:

Lots 8 and 17, COUNTRY CLUB ESTATES TOWNHOUSE CONDO, in the City of Gresham, Multnomah County, Oregon.

ADOPTED this 9th day of January 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

Page 2 of 3 Resolution Authorizing Repurchase of Tax Foreclosed Property

ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

Deed D031868

Lot 8, COUNTRY CLUB ESTATES TOWNHOUSE CONDO, in the City of Gresham,
Multnomah County, Oregon.

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

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Diane M. Linn, acknowledged this Deed before me this 9th day of January 2003, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-001

Authorizing Execution of Deeds D031868 and D031869 for Repurchase of Tax Foreclosed Properties to the Former Owner, THE ESTATE OF TSANG KOK WAH.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and THE ESTATE OF TSANG KOK WAH is the former owner of record.
- b) THE ESTATE OF TSANG KOK WAH has applied to the County to repurchase the properties for \$19,739.86, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the properties be sold to the former owner.
- c) The Tax Title Section has received payment in the amount of \$19,739.86 from THE ESTATE OF TSANG KOK WAH.

The Multnomah County Board of Commissioners Resolves:

- 1. The Chair is authorized to execute Deeds D031868 and D031869 as attached, conveying to the former owner the following described real property:

Lots 8 and 17, COUNTRY CLUB ESTATES TOWNHOUSE CONDO, in the City of Gresham, Multnomah County, Oregon.

ADOPTED this 9th day of January, 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:
ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

After recording, return to:
ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

Deed D031868

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE ESTATE OF TSANG KOK WAH, Grantee, the following described real property:

Lot 17, COUNTRY CLUB ESTATES TOWNHOUSE CONDO, in the City of Gresham, Multnomah County, Oregon.

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$7,879.22.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of January 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Diane M. Linn, acknowledged this Deed before me this 9th day of January 2003, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

Page3 of 3 Resolution Authorizing Repurchase of Tax Foreclosed Property

After recording, return to:
ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 345245
MY COMMISSION EXPIRES JUNE 27, 2005

After recording, return to:
ESTATE OF TSANG KOK WAH
C/O STEPHEN LEWIS
4263 SE AUGUSTA LOOP
GRESHAM OR 97080

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 345246
MY COMMISSION EXPIRES JUNE 27, 2005

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-6

Est. Start Time: 9:30 AM

Date Submitted: 12/10/02

Requested Date: January 9, 2003

Time Requested: Consent Item

Department: Tax Title

Division: Housing

Contact/s: Gary Thomas

Phone: 503.988.3590

Ext.: 22591

I/O Address: 503/4/Tax Title

Presenters: Gary Thomas

Agenda Title: Resolution Authorizing Approval to Allow Repurchase of Tax Foreclosed Property to the Former Owner Mountain View Properties, Inc.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property to the former owner Mountain View Properties. The Department of Business & Community Services recommends that the repurchase be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property was foreclosed on for delinquent property taxes and came into county ownership on September 26, 2000. The property is one-half of a condominium unit. This particular condominium complex located in the KOIN Tower in downtown

Portland originally was designed having eight condominium units on each floor with each unit having a separate tax account number. The attached plat map shown as Exhibit A provides an example of what one of the floors in the complex looks like. The map shown is of the 21st floor but it can be seen that three of the condominiums consist of one tax account number while one, 70009 & 70010 still includes two tax account numbers.

Sometime later, the eight units on each floor were combined to make four larger units on each floor. However, the eight separate tax accounts on each floor remained unless the owners took the initiative to consolidate the two accounts into one. The subject property is one of the eight units on the 22nd floor. In order for the condominiums to be whole, they must include two units. The complete legal description for the real property that consists of the whole condominium on the 22nd floor of the KOIN Tower must include both Unit 1 and Unit 2.

It appears from County Deed Records that Unit 1 was sold in April 1994 by Mountain View Properties, Inc., a British Virgin Islands Corporation, (grantor) to Koei America, (grantee). The deed for that transaction was recorded in the Multnomah County Deed Records. Unfortunately, Unit 2 was not included in the conveyance. The effect of the sale was to transfer only Unit #1 to Koei America and Mountain View retained ownership of Unit #2. Accordingly, all tax statements, delinquency and foreclosure notices for Unit 2 were sent to Mountain View, which neglected to pay the property taxes and did not respond to the notices.

A lot of time and effort was spent trying to determine how the County came into ownership of one-half of a condominium unit and the status of Mountain View Properties, Inc. and Koei America. The County Attorney's Office spent a good deal of time trying to communicate with other attorneys involved with the companies. In September 2001, Koei America sold the condominium to Robert Nelson. Unbeknownst to any of the parties involved Koei America did not actually have ownership of both of the tax accounts comprising the whole condominium. The Tax Title Section was recently contacted by Alan Brickley of First American Title on behalf of Robert Nelson who purchased the property from Koei America. It is their desire to repurchase the property for all of the expenses that have been incurred, the back taxes and accrued interest.

Explain the fiscal impact (current year and ongoing).

The Repurchase will allow for the full recovery of delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit B).

4. Explain any legal and/or policy issues.

Upon receipt of recorded property deeds, the Department shall send notices by certified mail to former owners of tax foreclosed properties. The notices shall advise the recipients that within 30 days from the date of the notice the owner may pay in cash the repurchase price established by the department under MCC Section 7.402(C). However, if the timeline expires without the former owner repurchasing the property and it has not

been otherwise disposed of , there is nothing in the Code that precludes the County from selling the property to the former owner.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is expected.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson* **Date:** 12/09/02

Budget Analyst

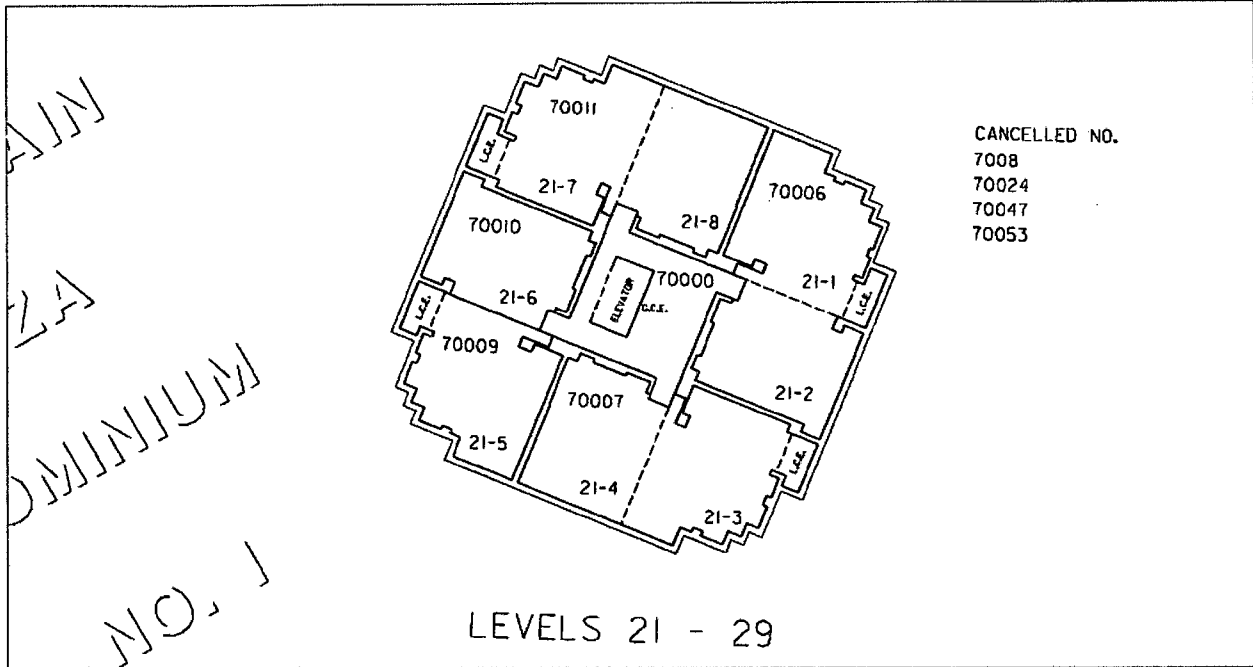
By: **Date:**

Dept/Countywide HR

By: **Date:**

EXHIBIT "A"

R165884



"EXHIBIT B"

**PROPOSED PROPERTY LISTED FOR REPURCHASE
FISCAL YEAR 2002-03**

LEGAL DESCRIPTION:

Lot 22-2, FOUNTAIN PLAZA CONDO

PROPERTY ADDRESS:	1414 SW 3 RD AVE UNIT 2202
TAX ACCOUNT NUMBER:	R165884
GREENSPACE DESIGNATION:	None
SIZE OF PARCEL:	914 square feet
ASSESSED VALUE:	\$284,470.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF REPURCHASE
--

BACK TAXES, CANCELED INTEREST, PENALTY, FEES:	\$42,606.82
CURRENT YEARS TAXES:	\$4515.66
ACCRUED INTEREST:	\$12,701.67
RECORDING FEE:	\$19.00
ADMINISTRATIVE COSTS:	\$3414.44
SUB-TOTAL	\$63,257.59
MINIMUM PRICE REQUEST OF REPURCHASE	\$63,257.59

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Approval to Allow Repurchase of Certain Tax Foreclosed Property to the Former Owner,
MOUNTAIN VIEW PROPERTIES, INC.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent taxes, and MOUNTAIN VIEW PROPERTIES, INC is the former owner of record.
- b. In accordance with Multnomah County Code Chapter 7, the former owner was provided the opportunity to repurchase the property within the 30 day time frame allowed. Due to extenuating circumstances the former owner, MOUNTAIN VIEW PROPERTIES, INC was unable to complete the repurchase.
- c. Even though the former owner did not repurchase the property at the original opportunity to do so as explained in finding b. above, MCC Section 7.356 does not preclude the County from offering the former owner the opportunity to do so again.
- d. MOUNTAIN VIEW PROPERTIES, INC has applied to the County to repurchase the property for the amount of \$63,257.59, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property is sold to the former owner.
- e. The County's Tax Title Section has received \$63,257.59 from MOUNTAIN VIEW PROPERTIES, INC.

The Multnomah County Board of Commissioners Resolves:

1. The Chair is authorized to execute Deed D031874 as attached, conveying to the former owner the following described real property:

Lot 22-2, FOUNTAIN PLAZA CONDO, in the City of Portland, Multnomah County, Oregon.

ADOPTED this 9th day of January, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

After recording, return to:
MOUNTAIN VIEW PROPERTIES, INC
C/O FIRST AMERICAN TITLE INS CO
200 SW MARKET ST. STE 250
PORTLAND OR 97201-5730

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MOUNTAIN VIEW PROPERTIES, INC Grantee, that certain real property more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$63,257.59.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of January 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

Diane M. Linn, Chair

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

This Deed was acknowledged before me this 9th day of January 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Resolution Page 2 of 2

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-002

Authorizing Approval to Allow Repurchase of Certain Tax Foreclosed Property to the Former Owner,
MOUNTAIN VIEW PROPERTIES, INC.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent taxes, and MOUNTAIN VIEW PROPERTIES, INC is the former owner of record.
- b. In accordance with Multnomah County Code Chapter 7, the former owner was provided the opportunity to repurchase the property within the 30 day time frame allowed. Due to extenuating circumstances the former owner, MOUNTAIN VIEW PROPERTIES, INC was unable to complete the repurchase.
- c. Even though the former owner did not repurchase the property at the original opportunity to do so as explained in finding b. above, MCC Section 7.356 does not preclude the County from offering the former owner the opportunity to do so again.
- d. MOUNTAIN VIEW PROPERTIES, INC has applied to the County to repurchase the property for the amount of \$63,257.59, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property is sold to the former owner.

The Multnomah County Board of Commissioners Resolves:

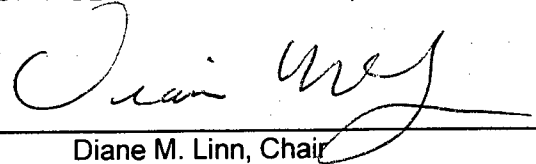
1. Tax Title has received a payment in the amount of \$63,257.59, the Chair is authorized to execute Deed D031874 as attached, conveying to the former owner the following described real property:

Lot 22-2, FOUNTAIN PLAZA CONDO, in the City of Portland, Multnomah County, Oregon.


ADOPTED this 9th day of January, 2003



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy, Assistant County Attorney

After recording, return to:
MOUNTAIN VIEW PROPERTIES, INC
C/O FIRST AMERICAN TITLE INS CO
200 SW MARKET ST. STE 250
PORTLAND OR 97201-5730

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MOUNTAIN VIEW PROPERTIES, INC Grantee, that certain real property more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$63,257.59.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of January 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

Diane M. Linn, Chair


By Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

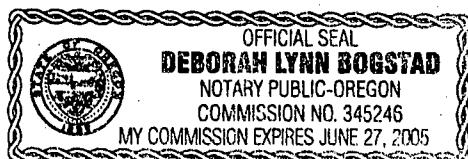
This Deed was acknowledged before me this 9th day of January 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Resolution Page 2 of 2

After recording, return to:
MOUNTAIN VIEW PROPERTIES, INC
C/O FIRST AMERICAN TITLE INS CO
200 SW MARKET ST. STE 250
PORTLAND OR 97201-5730




Diane M. Linn, Chair



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

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-7

Est. Start Time: 9:30 AM

Date Submitted: 12/10/02

Requested Date: January 9, 2003

Time Requested: Consent Calendar

Department: Tax Title

Division: Housing

Contact/s: Gary Thomas

Phone: 503.988.3590

Ext.: 22591

I/O Address: 503/4/Tax Title

Presenters: Gary Thomas

Agenda Title: Resolution Authorizing Approval to Allow Repurchase of Tax Foreclosed Property to the sole heir of the Former Owner, JAMES L DAWSON.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property by the sole heir of the former owner, JAMES L DAWSON. The Department of Business & Community Services recommends that the repurchase be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property (As shown in Exhibit A) was foreclosed on for delinquent property taxes and came into county ownership on September 24, 2002. A letter dated October 25, 2002 was sent to the sole heir of the former owner of record, JAMES L DAWSON, under Small Estate No. 020791200, providing the opportunity to repurchase the property.

3. Explain the fiscal impact (current year and ongoing).

The Repurchase will allow for the full recovery of delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit B).

4. Explain any legal and/or policy issues.

Upon receipt of recorded property deeds, the Department shall send notices by certified mail to former owners of tax foreclosed properties. The notices shall advise the recipients that within 30 days from the date of the notice the owner may pay in cash the repurchase price established by the department under MCC Section 7.402(C).

5. Explain any citizen and/or other government participation that has or will take place.

None expected.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson*

Date: 12/09/02

Budget Analyst

By:

Date:

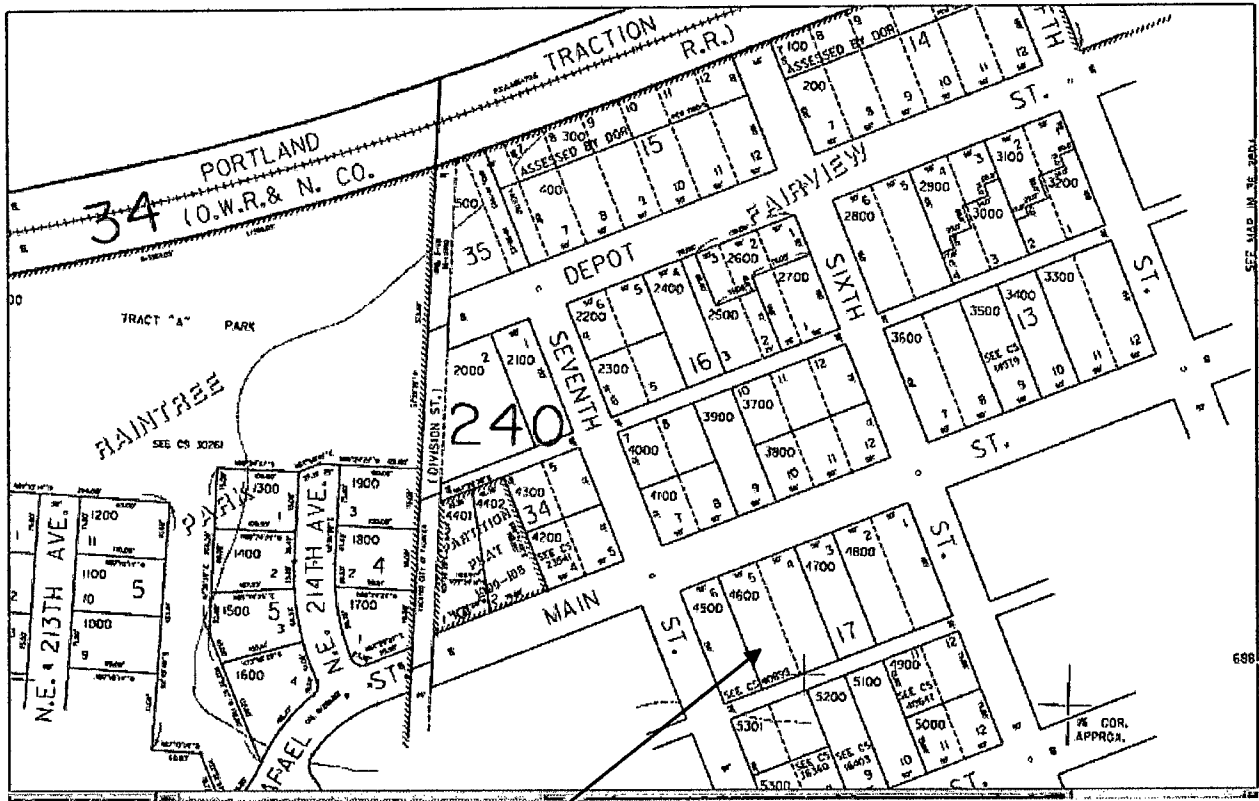
Dept/Countywide HR

By:

Date:

EXHIBIT "A"

R160762



"EXHIBIT B"

**PROPOSED PROPERTY LISTED FOR REPURCHASE
FISCAL YEAR 2002-03**

LEGAL DESCRIPTION:

Lot 4 & 5, Block 17, FAIRVIEW, in the City of Fairview, Multnomah County, Oregon

PROPERTY ADDRESS:	630 Main St
TAX ACCOUNT NUMBER:	R160762
GREENSPACE DESIGNATION:	None
SIZE OF PARCEL:	15,000 square feet
ASSESSED VALUE:	\$93,110.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF REPURCHASE
--

BACK TAXES, INTEREST, PENALTY, FEES:	\$10,257.76
CURRENT YEARS TAXES:	\$1218.41
ACCRUED INTEREST:	\$157.64
RECORDING FEE:	-0-
CITY LIENS:	-0-
SUB-TOTAL	\$11,633.81
MINIMUM PRICE REQUEST OF REPURCHASE	\$11,633.81
PER DIEM IF NOT PAID BY NOVEMBER 30,2002	\$2.81

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Execution of Deed D031873 for Repurchase of Tax Foreclosed Property to the Heir of Former Owner, JAMES L DAWSON, under Small Estate No. 020791200.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through foreclosure of liens for delinquent taxes, and GEORGE K DAWSON is the former owner of record.
- b) JAMES L DAWSON, heir of the former owner, has applied to the County to repurchase the property for \$11,657.81, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.

The Multnomah County Board of Commissioners Resolves:

1. The Chair is authorized to execute Deed D031873 as attached, conveying to JAMES L DAWSON, Heir under Small Estate No. 020791200, the following described real property:

Lots 4 & 5, Block 17, FAIRVIEW, in the City of Fairview, Multnomah County, Oregon.

2. The County's Tax Title Section is authorized to forward the signed deed to the appropriate Escrow Officer with a letter of instruction that provides: (a) the deed is to be processed only upon receipt by the County of all funds due in consideration for the above-described property and confirmation that all taxes and or municipal charges have been paid in compliance with ORS 307.100; and (b) if the escrow is closed without the proper payment to the County, the deed and any copies must be returned immediately to the County.

ADOPTED this 9th day of January 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N Duffy
Sandra N Duffy, Assistant County Attorney

After recording, return to:
JAMES L DAWSON
C/O FIDELITY NATIONAL TITLE CO
10121 SE SUNNYSIDE RD, STE 230
CLACKAMAS OR 97015

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-003

Authorizing Execution of Deed D031873 for Repurchase of Tax Foreclosed Property to the Heir of Former Owner, JAMES L DAWSON, under Small Estate No. 020791200.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through foreclosure of liens for delinquent taxes, and GEORGE K DAWSON is the former owner of record.
- b) JAMES L DAWSON, heir of the former owner, has applied to the County to repurchase the property for \$11,657.81, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.

The Multnomah County Board of Commissioners Resolves:

1. The Chair is authorized to execute Deed D031873 as attached, conveying to JAMES L DAWSON, Heir under Small Estate No. 020791200, the following described real property:

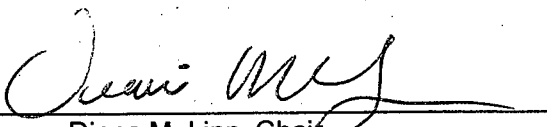
Lots 4 & 5, Block 17, FAIRVIEW, in the City of Fairview, Multnomah County, Oregon.

2. The County's Tax Title Section is authorized to forward the signed deed to the appropriate Escrow Officer with a letter of instruction that provides: (a) the deed is to be processed only upon receipt by the County of all funds due in consideration for the above-described property and confirmation that all taxes and or municipal charges have been paid in compliance with ORS 307.100; and (b) if the escrow is closed without the proper payment to the County, the deed and any copies must be returned immediately to the County.

ADOPTED this 9th day of January 2003.

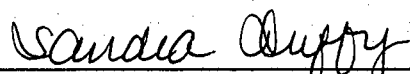


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N Duffy, Assistant County Attorney

JAMES L DAWSON
C/O FIDELITY NATIONAL TITLE CO
10121 SE SUNNYSIDE RD, STE 230
CLACKAMAS OR 97015

Deed D031873

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMES L DAWSON, Heir under Small Estate No. 020791200, Grantee, that certain real property, located in the City of Fairview, Multnomah County, Oregon more particularly described as follows:

Lots 4 & 5, Block 17, FAIRVIEW

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$11,633.81.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of January 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

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

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 9th day of January 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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


After recording, return to:
JAMES L DAWSON
C/O FIDELITY NATIONAL TITLE CO
10121 SE SUNNYSIDE RD, STE 230
CLACKAMAS OR 97015

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Diane M. Linn, Chair

THOMAS SPONSER, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

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OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 345246
 MY COMMISSION EXPIRES JUNE 27, 2005

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-8

Est. Start Time: 9:30 AM

Date Submitted: 12/10/02

Requested Date: January 9, 2003

Time Requested: Consent Calendar

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591 **I/O Address:** 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Authorizing a Private Sale of certain Tax Foreclosed Property to Edith E Jennings and Randall S Green.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to Edith E Jennings and Randall S Green. The Department of Business & Community Services recommends that the private sale be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property came into Multnomah County Tax Title inventory through the foreclosure of delinquent tax liens in October 1996. The parcel is a vacant lot approximately 22' x 90' containing 1,980 square feet that is adjacent to seven different properties as shown in Exhibits A & B. The lot is landlocked in the sense that there is no direct access to it other than through the backyards of one of the adjacent properties. The aerial photo shows that the lot is undeveloped and that it appears that none of the adjacent

properties has included the subject in their yard areas. The person requesting to purchase the property, an adjacent property owner, plans to take responsibility for maintaining it, which will benefit their neighbors as well as themselves. The attached Exhibit A, a plat map shows the location and shape of the property. Attached Exhibit B is an aerial photo of the property.

Although no written confirmation was obtained from the City of Portland, the Tax Title Section is confident that the shape, size and location of the property make it unsuitable for the construction or placement of a dwelling under current zoning ordinances and building codes, as provided under ORS 275.225. The current zoning under which the subject property falls is R5a, Residential, one unit per 5,000 square feet.

3. Explain the fiscal impact (current year and ongoing).

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

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title. This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson*

Date: 12/09/02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

Exhibit A

R269632

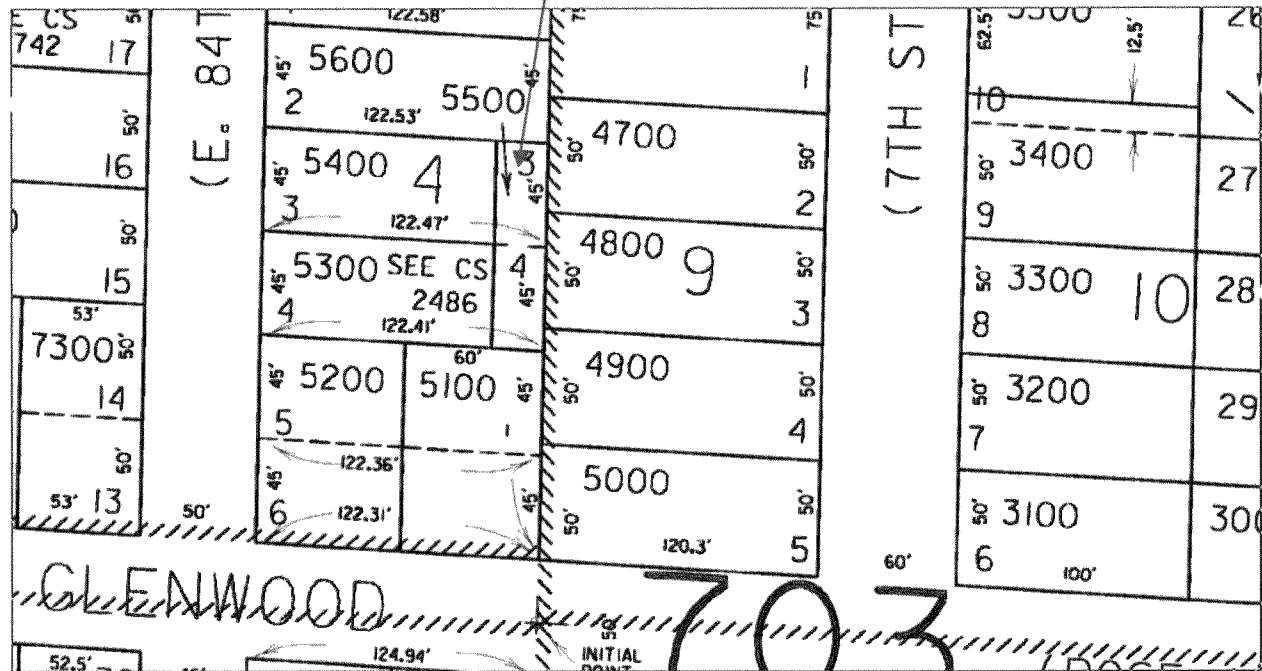
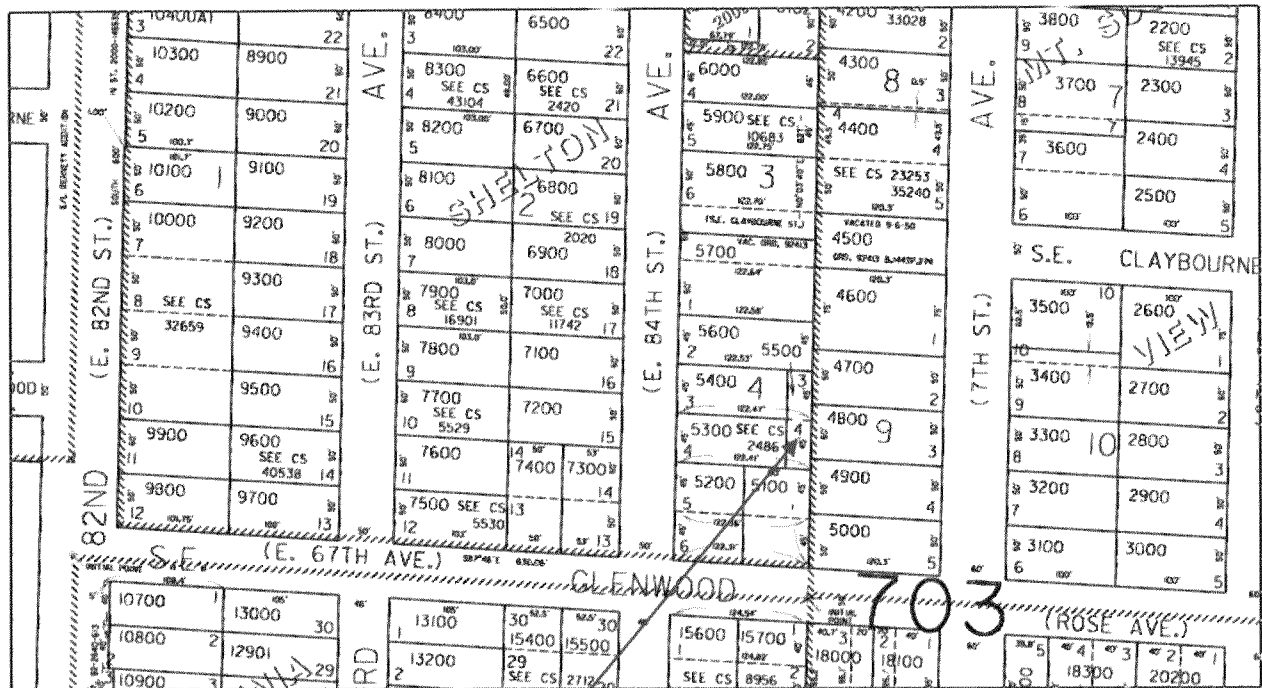


Exhibit B



**EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2002-03**

LEGAL DESCRIPTION:

EXC W 100' OF LOTS 3 & 4, BLOCK 4, SHELTON

ADJACENT PROPERTY ADDRESS:

Vacant Land
Adjacent to 6624 SE 84th Ave

TAX ACCOUNT NUMBER:

R269632

GREENSPACE DESIGNATION:

None

SIZE OF PARCEL:

22' x 90' approximately 1,980 square feet

ASSESSED VALUE:

\$3,200.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE:

BACK TAXES & INTEREST:

\$515.34

TAX TITLE MAINTENANCE COST & EXPENSES:

\$238.00

ADVERTISING COST:

\$35.00

RECORDING FEE:

24.00

CITY LIENS:

-0-

SUB-TOTAL

\$812.34

MINIMUM PRICE REQUEST OF PRIVATE SALE

\$1,100.00

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

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to EDITH E JENNINGS & RANDALL S GREEN, Husband and Wife, and Directing Tax Title to Publish Notice Pursuant to ORS 275.225

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$3,200.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape, size, and location of the property, i.e. 22' x 90' containing 1,980 square feet that is adjacent to seven different properties with no direct access, make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225. The current zoning under which the property falls is R5a, Residential, one unit per 5,000 square feet
- d) EDITH E JENNINGS & RANDALL S GREEN have agreed to pay \$1,100.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.
- e) EDITH E JENNINGS & RANDALL S GREEN have agreed to reimburse the County for the cost of publishing the notice of this sale.

The Multnomah County Board of Commissioners Resolves:

- 1. Multnomah County Tax Title Division is directed to publish notice of this sale in a newspaper of general circulation as provided under ORS 275.225(2).
- 2. That not earlier than 15 days after publication of the notice and upon Tax Title's receipt of the payment of \$1,100.00, including the cost of publishing as provided above, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to EDITH E JENNINGS & RANDALL S GREEN the following real property:

EXC W 100' of Lots 3 & 4, Block 4, SHELTON

ADOPTED this 9TH day of January 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*
Sandra N. Duffy, Assistant County Attorney

After recording, return to:
EDITH E JENNINGS & RANDALL S GREEN
6624 SE 84TH AVE
PORTLAND OR 97266

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EDITH E JENNINGS & RANDALL S GREEN, Husband and Wife, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$1,100.00.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 27th day of January 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

Diane M. Linn, Chair

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

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

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

Multnomah County, Department of Business and Community Services, Tax Title Unit, 501 SE Hawthorne Blvd., Portland, Oregon 97214-3586, will sell the following property:

Legal Description:

West 100' of Lots 3 & 4, Block 4, SHELTON in the City of Portland,
Multnomah County, Oregon

The parcel also known as R269632 has a current assessed value of \$3200.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

RESOLUTION NO. 03-004

Authorizing Private Sale of Certain Tax Foreclosed Property to EDITH E JENNINGS & RANDALL S GREEN, Husband and Wife, and Directing Tax Title to Publish Notice Pursuant to ORS 275.225

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$3,200.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape, size, and location of the property, i.e. 22' x 90' containing 1,980 square feet that is adjacent to seven different properties with no direct access, make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225. The current zoning under which the property falls is R5a, Residential, one unit per 5,000 square feet
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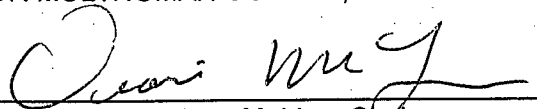
EXC W 100' of Lots 3 & 4, Block 4, SHELTON

ADOPTED this 9th day of January, 2003.



REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

By 
Sandra N. Duffy, Assistant County Attorney

After recording, return to:
EDITH E JENNINGS & RANDALL S GREEN
6624 SE 84TH AVE
PORTLAND OR 97266

Deed D031875

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EDITH E JENNINGS & RANDALL S GREEN, Husband and Wife, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

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

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

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

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BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

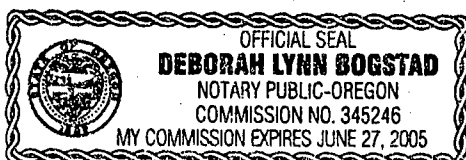

Diane M. Linn, Chair

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

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

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:

Meeting Date: January 9, 2003

Bud Mod #: DCJ03-02

Agenda Item #: C-9

Estimated Start Time: 9:30 AM

Date Submitted: 12/16/02

Requested Date: 1/09/2003

Time Requested: Not applicable

Department: Community Justice

Division: Juvenile Community Justice

Contact/s: Pat Franck/Shawn Coldwell

Phone: 503-988-4583/988-3961 Ext.: 84583/83961 I/O Address: 503/250

Presenters: Consent Calendar

Agenda Title: Budget Modification DCJ03_02 decreasing Adopted Budget Juvenile Crime Prevention Plan [JCP] revenue by \$200,519 and reconciling the FY03 Adopted Budget to the most recent JCP revisions approved by the State.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Department of Community Justice (DCJ) requests approval of a budget modification to reconcile the current year budget with the most recent Juvenile Crime Prevention plan approved by the State. This action will decrease the Adopted Budget revenue figure to match actual State revenue carried over from prior year.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** The Juvenile Crime Prevention Plan, funded by the Oregon Criminal Justice Commission, focuses upon three major service areas, Basic, Prevention and Diversion services for youth. The most recent Plan revisions shifted personnel positions among the three service areas at no net change in FTE counts and reduces unallocated contractual services and materials/services for a total (\$200,519) decrease in the Adopted Budget expense and revenue. One staff position was cut in general fund to cover the higher cost of several positions transferred between the Plan and the general fund and to fund juvenile food costs cut from the Plan's earlier coverage.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK

3. **Explain the fiscal impact (current year and ongoing).** The state revenue for the Plan was reduced by (\$177,000) in a previous budget modification DCJ03_01, reflecting Multnomah County's share of the overall million dollar funding reduction. This new modification reflects changes known prior to July 1 but received too late in June to process prior to the adoption of the FY 03 budget.. Future-year funding will depend upon legislative support and actions in subsequent biennium budget decision-making.
4. **Explain any legal and/or policy issues.** None
5. **Explain any citizen and/or other government participation that has or will take place.** The department has worked closely with the Oregon Criminal Justice Commission and the Oregon Youth Authority over the past several years to develop and refine the Plan and to incorporate its services with the "what works" focus upon juvenile youth services.

Required Signatures:

Department/Agency Director:

*Sharon McCreary for
Joanne Fuller*

Date: 12/10/02

Budget Analyst

By:

[Signature]

Date: 12/15/02

Dept/Countywide HR

By:

Travis Brown

Date: 12/10/02

Budget Modification:

DCJ03-02

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	50-50	1505			9950000053	60000	0	110,716	110,716		Incr Pm, xfr in 3.0 FTE JCS Specs
2	50-50	1505			9950000053	60130	0	23,881	23,881		Incr Fringe, xfr in 3.0 FTE JCS Specs
3	50-50	1505			9950000053	60140	0	32,644	32,644		Incr Insurance, xfr in 3.0 FTE JCS Specs
4	50-50	21470			CJ011.GOV.BASIC.A&D	60110	0	24,692	24,692		Incr Overtime base of 3 JCS Specs
5	50-50	21470			CJ011.GOV.BASIC.A&D	60135	0	5,326	5,326		Incr NB Fringe for Overtime
6	50-50	21470			CJ011.GOV.BASIC.A&D	60145	0	2,222	2,222		Incr NB Insurance for Overtime
7	50-50	21470			CJ011.GOV.BASIC.A&D	60180	0	15,740	15,740		Incr Printing
8	50-50	21470			CJ011.GOV.BASIC.A&D	60240	0	29,512	29,512		Incr Supplies
9	50-50	21470			CJ011.GOV.BASIC.A&D	60260	0	3,444	3,444		Incr Educ/Training
10	50-50	21470			CJ011.GOV.BASIC.A&D	60270	0	8,241	8,241		Incr Local Travel
11	50-50	21470			CJ011.GOV.BASIC.A&D	60350	0	6,319	6,319		Incr Ind Cost on \$256418 exp + assessment
12								0		262,737	Total CJ011.GOV.BASIC.A&D
13	50-50	1505			9950000018	60000	203,717	112,961	(90,756)		Decr Perm, (2.0) FTE JCC xfr out
14	50-50	1505			9950000018	60130	43,942	24,366	(19,576)		Decr Frg, (2.0) FTE JCC xfr out
15	50-50	1505			9950000018	60140	53,489	30,201	(23,288)		Decr Ins, (2.0) FTE JCC xfr out
	50-50						32,631	32,631	0		Reconcile Assess Dept Support
16	50-50	21470			CJ011.GOV.BASIC.PROB.CO	60120	3,401	0	(3,401)		Decr Premium Lead Pay, (1.0) FTE JCC
17	50-50	21470			CJ011.GOV.BASIC.PROB.CO	60135	734	0	(734)		Decr Frg on Lead Pay, (1.0) FTE JCC
18	50-50	21470			CJ011.GOV.BASIC.PROB.CO	60145	265	0	(265)		Decr Ins on Lead Pay, (1.0) FTE JCC
19	50-50	21470				60270	0	3,280	3,280		Incr Local Travel/Mileage
20	50-50	21470				60350	7,471	4,209	(3,262)		Decr Ind Cost, IC recon \$4209 - \$7471.
21								0		(138,002)	Total CJ011.GOV.BASIC.PROB.CO
22	50-50	21470			CJ011.GOV.BASIC.BEDS	60170	206,326	179,001	(27,325)		Decr Prof Sv by unallocated contract \$s.
23	50-50	21470			CJ011.GOV.BASIC.BEDS	60350	4,840	4,411	(429)		Decr Ind Cost, IC recon \$4411 - \$4840.
	50-50							0	0		
24								0		(27,754)	TOTAL CJ011.GOV.BASIC.BEDS
	50-50							0	0		
25	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60110	0	11,071	11,071		Incr Overtime base
26	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60120	5,216	0	(5,216)		Decr Premium base
27	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60135	1,125	2,388	1,263		Incr Fringe, \$2388 + (\$1125)
28	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60145	407	996	589		Incr Insurance, \$998 + (\$407)
29	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60270	0	253	253		Incr Local Travel/Mileage
									104,941	96,981	Total - Page 1
									171,814	182,905	GRAND TOTAL

Budget Modification:

DCJ03-02

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center						
30	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60240	12,278	0	(12,278)	Decrease Supplies
31	50-50	21470			CJ011.GOV.BASIC.DET.CORR	60350	5,104	5,181	77	Incr Ind Cost, IC rec \$5181 + (\$5104)
32							0		(4,241)	Total CJ011.GOV.BASIC.DET.CORR
	50-50						0	0		
33	50-50	21470			CJ011.GOV.BASIC.DET.SUIC	60270	0	273	273	Incr Local Travel/Mileage
34	50-50	21470			CJ011.GOV.BASIC.DET.SUIC	60350	1,734	1,759	25	Incr Ind Cost, IC recon \$1759 + (\$1734)
35							0		298	Total CJ011.GOV.BASIC.DET.CORR
36	50-50	1505		9950000050	60000	200,928	288,806	87,878		Incr Perm, 2.50 FTE net change
37	50-50	1505		9950000050	60130	43,340	62,293	18,953		Incr Fringe, 2.50 FTE net change
38	50-50	1505		9950000050	60140	48,324	75,134	26,810		Incr Ins, 2.50 FTE net change
39	50-50						0	0		
40							0			
41	50-50	21470			CJ011.GOV.PREV.DIV	60270	9,331	5,483	(3,848)	Decr Local Travel/Mileage
42	50-50	21470			CJ011.GOV.PREV.DIV	60180	1,448	7,175	5,727	Incr Printing
43	50-50	21470			CJ011.GOV.PREV.DIV	60240	1,083	1,691	608	Incr Supplies
44	50-50	21470			CJ011.GOV.PREV.DIV	60370	8,457	6,663	(1,794)	Decr Telephone
45	50-50	21470			CJ011.GOV.PREV.DIV	60350	7,602	11,004	3,402	Incr Ind Cost, IC recon \$11004 + (\$7602)
46							0		137,736	Total CJ011.GOV.PREV.DIV
47	50-50	1505		9950000001	60170	94,117	0	(94,117)		Decr Prof Sv, C. Hay A.B. balancing figure
	50-50						0	0		
48	50-50	21470			CJ011.GOV.PREV.INTERVENT	60270	0	252	252	Incr Local Travel/Mileage
49	50-50	21470			CJ011.GOV.PREV.INTERVENT	60350	3,550	3,598	48	Incr Ind Cost, IC recon \$3597 + (\$3549)
50							0		(93,817)	Total CJ011.GOV.PREV.INTERVENT
51	50-50	1505		9950000027	60000	227,412	(1)	(227,413)		Decr Perm, (5.50) FTE, xfr out
52	50-50	1505		9950000027	60130	49,053	602	(48,451)		Decr Fringe, (5.50) FTE, xfr out
53	50-50	1505		9950000027	60140	62,047	(75)	(62,122)		Decr Ins, (5.50) FTE, xfr out
54	50-50						0	0		
55							0			
56	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60170	37,292	15,164	(22,128)	Decr Prof Sv, cut unallocated contract \$s
57	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60180	4,327	0	(4,327)	Cut Printing
58	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60240	3,418	0	(3,418)	Cut Supplies
								(335,843)	39,976	Total - Page 2
								171,814	182,905	GRAND TOTAL

Budget Modification:

DCJ03-02

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
59	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60250	47,675	0	(47,675)		Cut Food
60	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60260	2,206	0	(2,206)		Cut Educ/Training
61	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60270	6,903	0	(6,903)		Cut Local Travel/Mileage
62	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60370	624	0	(624)		Cut Telephone expense
63	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60380	19,584	0	(19,584)		Cut Intl Svc Data Processing
64	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60390	5,200	0	(5,200)		Cut Flat Fee
65	50-50	21470			CJ011.GOV.PREV.A&D.SRES	60350	16,231	5,800	(10,431)		Decr Ind Cost, IC reconciliation
66								0		(460,482)	Total CJ011.GOV.PREV.A&D.SRES
67	50-50	21470			CJ011.GOV.PREV.DOMVIOL	60170	21,604	13,000	(8,604)		Decr Prof Svcs, unallocated contract \$s.
68	50-50	21470			CJ011.GOV.PREV.DOMVIOL	60350	521	320	(201)		Decr Ind Cost, IC recon \$320 - (\$521)
	50-50							0	0		
69								0		(8,805)	Total CJ011.GOV.PREV.DOMVIOL
70	50-50	21470			CJ011.GOV.PREV.APPROPSVC	60170	42,405	27,000	(15,405)		Decr Prof Svcs, unallocated contract \$s.
71	50-50	21470			CJ011.GOV.PREV.APPROPSVC	60350	988	665	(323)		Dec Ind Cost, IC recon \$665 + (\$988)
	50-50							0	0		
72								0		(15,728)	Total CJ011.GOV.PREV.APPROPSVC
73	50-50	21470			CJ011.GOV.ADM	60380	0	19,781	19,781		Incr Intl Svc Data Processing
74	50-50	21470			CJ011.GOV.ADM	60350	0	435	435		Incr Ind Cost, \$19,781 x 2.2% IC rate.
75								0		20,216	Total CJ011.GOV.ADM
76	50-50	21470			CJ011.GOV	50180	(2,231,676)	(1,903,834)	327,842	327,842	TOTAL CJ011.GOV REVENUE decrease
77	50-50	1505		9950000036		60000	123,530	231,596	108,066		Incr Perm, 2.0 FTE net change
78	50-50	1505		9950000036		60130	26,646	49,354	22,708		Incr Fringe, 2.0 FTE net change
79	50-50	1505		9950000036		60140	32,745	59,245	26,500		Incr Insurance, 2.0 FTE net change
	50-50							0	0		
80	50-50	23180			CJ007.DIV.CLIENT.DIV	60270	0	13,703	13,703		Incr Local Travel/Mileage
81	50-50	23180			CJ007.DIV.CLIENT.DIV	60350	4,485	18,250	13,765		Incr Ind Cost, IC rec \$18,531 + (\$4,766)
82								0		184,742	Total CJ007.DIV.CLIENT.DIV
83	50-50	23180			CJ007.DIV.ADM	60390	1,797	0	(1,797)		Decr PC Flat Fee
84	50-50	23180			CJ007.DIV.ADM	60350	727	687	(40)		Decr Ind Cost, (\$1,797) x 2.2% IC rate
85								0		(1,837)	Total CJ007.DIV.ADM
86	50-50	23180			CJ007.DIV.ADM.IS	60380	10,852	0	(10,852)		Decr Intl Svc Data Processing
87	50-50	23180			CJ007.DIV.ADM.IS	60350	239	0	(239)		Decr Ind Cost (\$10,852) x 2.2% IC rate.
									402,716	45,948	Total - Page 3
									171,814	182,905	GRAND TOTAL

Budget Modification:

DCJ03-02

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
88								0		(11,091)	Total CJ007.DIV.ADM.IS
89	50-50	23180			CJ007.DIV.CON	60170	31,472	0	(31,472)		Decr Prof Svcs, VOA Sec Shelter contract
90	50-50	23180			CJ007.DIV.CON	60350	738	0	(738)		Decr Ind Cost, remove IC, WBS # zero balance
91								0		(32,210)	Total CJ007.DIV.CON
92	50-50	23180			CJ007.DIV.CLIENT	60270	12,000	0	(12,000)		Decr Local Travel/Mileage
93	50-50	23180			CJ007.DIV.CLIENT	60350	14,244	13,963	(281)		Decr Ind Cost.
94								0		(12,281)	Total CJ007.DIV.CLIENT
95	50-50	23180			CJ007.DIV	50180	(729,740)	(857,063)	(127,323)	(127,323)	TOTAL CJ007.DIV revenue increase
	50-50	1000		506000		60250	386,855	434,798	47,943		Incr Food, restore client food cut from JCP.
										47,943	Total JCJ Custody Sv Mg Cctr 506000 GF
96	50-50	1000		506300		60000	342,588	302,677	(39,911)		Decr Perm, (1.0) FTE JCC, cut
97	50-50	1000		506300		60130	73,896	65,287	(8,609)		Decr Fringe, (1.0) FTE JCC, cut
98	50-50	1000		506300		60140	78,265	67,464	(10,801)		Decr Insurance, (1.0) FTE JCC, cut
99								0		(59,321)	Total JCJ Intake Cctr 506300 GF
100	50-50	1000		507000		60000	156,578	197,318	40,740		Incr Perm, 1.0 FTE JCC JIN xfr in
101	50-50	1000		507000		60130	33,773	42,561	8,788		Incr Fringe, 1.0 FTE JCC JIN xfr in
102	50-50	1000		507000		60140	35,719	46,946	11,227		Incr Fringe, 1.0 FTE JCC JIN xfr in
103								0		60,755	Total JCJ Counsl'g Mgmt Cctr 507000 GF
104	50-50	1000		507500		60000	119,384	33,967	(85,417)		Decr Perm, 1 JCC & 1 OA Sr xfr out
105	50-50	1000		507500		60130	25,751	7,327	(18,424)		Decr Fringe, 1 JCC & 1 OA Sr xfr out
106	50-50	1000		507500		60140	32,371	10,266	(22,105)		Decr Ins, 1 JCC & 1 OA Sr xfr out
107								0		(125,946)	Total JCJ Diversion Cctr 507500 GF
108	50-05	1000		500200		60000	423,882	476,734	52,852		Incr Perm, xfr in 1.0 FTE PDS Sr from JCP
109	50-05	1000		500200		60130	94,323	105,723	11,400		Incr Frg, xfr in 1.0 FTE PDS Sr from JCP
110	50-05	1000		500200		60140	102,679	114,996	12,317		Incr Ind, xfr in 1.0 FTE PDS Sr from JCP
111								0		76,569	Total ECC Mgmt Cctr 500200 GF
	70-03	3502		709520		50310		2,418	2,418	2,418	Telephone reimb revenue decrease
112	70-03	3502		709520		60200		(2,418)	(2,418)	(2,418)	Decr telecommunications fund expense
	70-03	2508		709607		60240		519,903	(6,997)	(6,997)	Decr Flat Fee, offsetting expense
	70-03	2508		709607		50310		(1,754,388)	6,997	6,997	Decrease budget receipt of PC Flat Fee
113	19	1000		9500001000		50310		(8,127)	(8,127)	(8,127)	Indirect reimbursement revenue in GF
114	19	1000		9500001000		60470		8,127	8,127	8,127	CGF Contingency expenditure
115	70-01	3500		705210		50316		6,272	6,272	6,272	Insurance revenue
116	70-01	3500		705210		60330		(6,272)	(6,272)	(6,272)	Insurance expense
									(171,814)	(182,905)	Total - Page 4

Budget Modification:

DCJ03-02

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
									0	0	GRAND TOTAL

Comparison of "Final" JCP Plan of June 21st to FY03 Adopted Budget - Supplement for Budget Modification DCJ03_02																										
Due to SAP constraints, reconciliation of departmental assessments are not included in the budget modification.																										
Description	(a) JCP Plan	(b) FY03 A.B.	(c) Difference																							
JCP Basic																										
	FY03 JCP			HR 63501	HR 62626		HR 62624	HR 62625	HR 63332	HR 62609	HR 62635							Roll-Up	HR 63266	HR 62616	HR 62618	HR 62619	HR 63263			
	995-53			995-53	995-18		995-16	995-17	995-50	995-01	995-27								995-36	995-08	995-10	995-11	995-40			
	CJ011.	FY03	JCP Plan	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.		
	Gov.Basic.	Adopted	minus	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov. Basic	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.		
	A&D	Budget	Ad. Budget	A&D	Prob.Cou	Beds	Det.Corr.	Det.Suic	Div	Intervention	A&D Sres	DomViol	AppropSvc	Adm	Adm	Adm.IS	Con	Client	Client.Div	Client.Adj	No	SE	Counsel	Total	General	Fund
Residential A&D:																										
1 JCS Spec Lefebvre # 707906	54,527	0	54,527	54,527																					0	
1 JCS Spec Sullivan # 707908	56,549	0	56,549	56,549																						
1 JCS Spec Spruill #708620	56,165	0	56,165	56,165																						
Overtime	32,240	0	32,240	32,240																						
Printing	15,740	0	15,740	15,740																						
Supplies	29,512	0	29,512	29,512																						
Education/Training	3,444	0	3,444	3,444																						
Local Travel/Mileage	8,241	0	8,241	8,241																						
Assessment \$30,770 AB \$0	0	0	0	0																					0	
Indirect Cost	6,319	0	6,319	6,319																						
	262,737	0	262,737	262,737	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	262,737	0
	995-18																									
	CJ011.	FY03	A.B.																							
	Gov.Basic.	Adopted	minus																							
	Prob.Cou	Budget	JCP Plan																							
Probation Supervision:																										
0.65 PA Thanh Dang #700417	51,115	51,115	0																						0	
1 JCC Steve Van Wechel # 703359	68,447	68,447	0																						0	
1 JCC Pam Mallory # 707846	0	60,755	(60,755)		(60,755)																				(60,755)	60,755
1 OA 2 Delores Anderson # 703721	47,965	47,965	0																						0	
A.B. 1 JCC Foresee # 707257	0	72,865	(72,865)		(72,865)																				(72,865)	
A.B. also Premium Lead Pay	0	4,400	(4,400)		(4,400)																				(4,400)	
Local Travel/Mileage	3,280	0	3,280		3,280																					
Assessment \$20,497 AB \$32,631	0	0	0		0																				0	
Indirect Cost	4,209	7,471	(3,262)		(3,262)																					
	175,016	313,018	(138,002)	0	(138,002)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(138,002)	60,755
	CJ011.	FY03	A.B.																							
	Gov.Basic.	Adopted	minus																							
	Beds	Budget	JCP Plan																							
Shelter Beds																										
Janus Youth Contracts	179,000	179,000	0																						0	
[A.B. also \$27,325 unallocated]	0	27,325	(27,325)		(27,325)																				(27,325)	
Assessment \$21, 480 AB \$0	0	0	0		0																				0	
Indirect Cost	4,411	4,840	(429)		(429)																					
	183,411	211,165	(27,754)	0	0	(27,754)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(27,754)	0

	995-18			HR 63501	HR 62626		HR 62624	HR 62625	HR 63332	HR 62609	HR 62635							Roll-Up	HR 63266	HR 62616	HR 62618	HR 62619	HR 63263			
	CJ011.	FY03	A.B.	995-53	995-18		995-16	995-17	995-50	995-01	995-27								995-36	995-08	995-10	995-11	995-40			
	Gov.Basic.	Adopted	minus	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.		
	Det.Corr	Budget	JCP Plan	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov. Basic	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.		General
				A&D	Prob.Cou	Beds	Det.Corr.	Det.Sulc	Div	Intervention	A&D Sres	DomViol	AppropSvc	Adm	Adm	Adm.IS	Con	Client	Client.Div	Client.Adj	No	SE	Counsel	Total	Fund	
Custody Services																										
1 JCS Sp Mike Peterson # 707102	65,471	65,471	0																						0	
1 JJ Sup Adrian Navarro #706154	87,576	87,576	0																						0	
0.50 OA 2 Alisa Karin #703995	21,257	21,257	0																						0	
0.50 OA 2 Kathy Green # 703995	21,257	21,257	0																						0	
Overtime	14,455	0	14,455				14,455																		14,455	
A.B. Premium	0	6,748	(6,748)				(6,748)																		(6,748)	
Local Travel/Mileage	253	0	253				253																		253	
Supplies	0	12,278	(12,278)				(12,278)																		(12,278)	
Assessment \$25,232 AB \$20,675	0	0	0				0																		0	
Indirect Cost	5,181	5,104	77				77																		77	
	215,450	219,891	(4,241)	0	0	0	(4,241)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(4,241)	0
	995-17																									
	CJ011.	FY03	A.B.																							
	Gov.Basic.	Adopted	minus																							
	Det.Sulc	Budget	JCP Plan																							
Mental Health In Detention																										
1 MH Consultant Stacy Stabl # 704857	71,119	71,119	0																						0	
Local Travel	273	0	273					273																	273	
Assessment \$8,567 AB \$7,423	0	0	0				0																		0	
Indirect Cost	1,759	1,734	25				25																		25	
	73,151	72,853	298	0	0	0	0	298	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	298	0
TOTAL JCP BASIC	909,765	816,727	93,038	262,737	(138,002)	(27,754)	(4,241)	298	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93,038	60,755
JCP PREVENTION																										
	995-50																									
	CJ011.	FY03	A.B.																							
	Gov.Prev.	Adopted	minus																							
	Div	Budget	JCP Plan																							
Diversion																										
1 JCA Upshaw # 700501	62,388	62,388	0																						0	
1 JCA Salu # 701590	62,388	62,388	0																						0	
1 JCC Winchester # 706296	72,866	0	72,866						72,866																72,866	(72,514)
1 JCC Archuleta # 705214	57,373	0	57,373						57,373																57,373	
1 JCC Braker # 706205	72,866	0	72,866						72,866																72,866	
1 JCA Gallippi # 706217	61,217	0	61,217						61,217																61,217	
.50 JCC Foresee # 707257	36,434	0	36,434						36,434																36,434	
																									0	
A.B. 1 JCC Warren # 703232	0	72,515	(72,515)						(72,515)																(72,515)	
A.B. 1 CCPA Nettles # 701859	0	94,600	(94,600)						(94,600)																(94,600)	
																									0	
Local Travel/Mileage	5,483	9,331	(3,848)						(3,848)																(3,848)	
Printing	7,175	1,448	5,727						5,727																5,727	
Supplies	1,691	1,083	608						608																608	
Telephone	6,663	8,457	(1,794)						(1,794)																(1,794)	
Assessment \$53,585 AB \$30,220	0	0	0						0																0	

Indirect Cost	11,004	7,602	3,402						3,402													3,402		
	457,548	319,812	137,736	0	0	0	0	0	137,736	0	0	0	0	0	0	0	0	0	0	0	0	137,736	(72,514)	
				HR 63501	HR 62626		HR 62624	HR 62625	HR 63332	HR 62609	HR 62635						Roll-Up	HR 63266	HR 62616	HR 62618	HR 62619	HR 63263		
	995-01			995-53	995-18		995-16	995-17	995-50	995-01	995-27							995-36	995-08	995-10	995-11	995-40		
	CJ011.	FY03	A.B.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.		
	Gov.Prev.	Adopted	minus	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov. Basic.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	General	
Early Intervention	Intervent	Budget	JCP Plan	A&D	Prob.Cou	Beds	Det.Corr.	Det.Sulc	Div	Interventio	A&D Sres	DomViol	AppropSvc	Adm	Adm	Adm.IS	Con	Client	Client.Div	Client.Adj	No	SE	Counsel	
1 JCC Fry # 700761	72,866	72,866	0																				0	
1 JCC Lamb # 705566	72,866	72,866	0																				0	
A. B. Ching Hay bal'g Prof Svcs		94,117	(94,117)							(94,117)													(94,117)	
Local Travel/Mileage	252	0	252							252													252	
Assessment \$17,518 AB \$0	0	0	0							0													0	
Indirect Cost	3,597	3,549	48							48													48	
	149,581	243,398	(93,817)	0	0	0	0	0	0	(93,817)	0	0	0	0	0	0	0	0	0	0	0	0	(93,817)	0
	995-27																							
	CJ011.	FY03	A.B.																					
	Gov.Prev.	Adopted	minus																					
	A&D.SRes	Budget	JCP Plan																					
Residential A & D																								
A.B. 1 OA Sr Gallucci # 707902		47,227	(47,227)							(47,227)													(47,227)	
A.B. 1 JCS Spec Lefebvre #707906		54,527	(54,527)							(54,527)													(54,527)	
A.B. 1 JCS Spec Sullivan # 707908		56,549	(56,549)							(56,549)													(56,549)	
A.B. 1 JCS Spec Spruill # 708620		55,814	(55,814)							(55,814)													(55,814)	
A.B. 1 PDS Sr (Chambers) # 701564		76,569	(76,569)							(76,569)													(76,569)	
A.B. .50 FTE PA Vanderl # 707901		47,300	(47,300)							(47,300)													(47,300)	
Morrison Center contract	390,000	390,000	0																				0	
DCJ03-01 JCP rev, net (\$177,000):																								
Morrison xfr to BRS.RAD.CON	(374,836)	(374,836)	0																				0	
Match to BRS RAD	201,646	201,646	0																				0	
Indirect Cost Adj	(3,810)	(3,810)	0																				0	
A.B. Unallocated contract \$s		22,128	(22,128)							(22,128)													(22,128)	
A.B. Printing		4,327	(4,327)							(4,327)													(4,327)	
A.B. Supplies		3,418	(3,418)							(3,418)													(3,418)	
A.B. Food		47,675	(47,675)							(47,675)													(47,675)	
A.B. Educ & Training		2,206	(2,206)							(2,206)													(2,206)	
A.B. Local Travel/Mileage		6,903	(6,903)							(6,903)													(6,903)	
A.B. Telephone		624	(624)							(624)													(624)	
A.B. Data Proc		19,584	(19,584)							(19,584)													(19,584)	
A.B. Flat Fee		5,200	(5,200)							(5,200)													(5,200)	
Assessment \$46,800 AB \$37,396	0	0	0							0													0	
Indirect Cost	9,610	20,041	(10,431)							(10,431)													(10,431)	
	222,810	683,092	(460,482)	0	0	0	0	0	0	(460,482)	0	0	0	0	0	0	0	0	0	0	0	0	(460,482)	124,512
	CJ011.	FY03	A.B.																					
	Gov.Prev.	Adopted	minus																					
	DomViol	Budget	JCP Plan																					
Domestic Violence																								
Renee Watson Taylor Contract	4,000	4,000	0																				0	
Unallocated	9,000	17,604	(8,604)								(8,604)												(8,604)	

Assessment \$1,560 AB \$0	0	0	0									0											0	
Indirect Cost	320	521	(201)									(201)											(201)	
	13,320	22,125	(8,805)	0	0	0	0	0	0	0	0	(8,805)	0	0	0	0	0	0	0	0	0	0	(8,805)	0
				HR 63501	HR 62626		HR 62624	HR 62625	HR 63332	HR 62609	HR 62635							Roll-Up	HR 63266	HR 62616	HR 62618	HR 62619	HR 63263	
	CJ011.	FY03	A.B.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ007.	CJ007.	CJ007.	CJ007.	995-36	995-08	995-10	995-11	995-40	
	Gov.Prev.	Adopted	minus	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov. Basic.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.	Div.	Div.	Div.	Div.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	
	AppropSvc	Budget	JCP Plan	A&D	Prob.Cou	Beds	Det.Corr.	Det.Sulc	Div	Interventio	A&D Sres	DomViol	AppropSvc	Adm	Adm	Adm.IS	Con	Cilent	Cilent.Div	Cilent.Adj	No	SE	Counsel	General
Cultural Competency																								
Francis Potillo Contract	27,000	27,000	0																					0
A.B. Unallocated contract svcs		15,405	(15,405)										(15,405)											(15,405)
Assessment \$3,240 AB \$ 0	0	0	0										0											0
Indirect Cost	665	988	(323)										(323)											(323)
	27,665	43,393	(15,728)	0	0	0	0	0	0	0	0	0	(15,728)	0	0	0	0	0	0	0	0	0	0	(15,728)
	CJ011.	FY03	A.B.																					
	Gov.	Adopted	minus																					
	Adm	Budget	JCP Plan																					
Administration																								
I.S. Applications Development	19,781	0	19,781											19,781										19,781
Assessment \$0 AB \$0	0	0	0																					0
Indirect Cost	435	0	435											435										435
	20,216	0	20,216	0	0	0	0	0	0	0	0	0	0	20,216	0	0	0	0	0	0	0	0	0	20,216
TOTAL JCP PREVENTION	890,940	1,311,820	(420,880)	0	0	0	0	0	0	137,736	(93,817)	(460,482)	(8,805)	(15,728)	20,216	0	0	0	0	0	0	0	0	(420,880)
OYA DIVERSION																								
	995-36																							
Differences from Dang thru Warren	CJ007.	FY03	A.B.																					
reflect reduction of Ins already taken	Div.	Adopted	minus																					
In Adopted Budget:	Etal	Budget	JCP Plan																					
0.35 PA Dang # 700417 995-40	27,524	27,524	0																					0
0.50 PA Walker # 700745 995-10	42,094	42,094	0																					0
1 JCC Holland # 705433 995-08	68,160	68,160	0																					0
1 JCC Squier # 704677 995-11	71,540	71,540	0																					0
1 JCC Nguyen # 706379 995-11	72,515	72,515	0																					0
0.70 JCC Willhite # 701241 995-10	51,006	51,006	0																					0
1 OA Sr Billups # 704833 995-11	52,793	52,793	0																					0
0.50 PA Vander # 707901 995-36	47,475	0	47,475																47,475					47,475
1 PA Nettles # 701859 995-36	94,951	0	94,951																94,951					94,951
1 OA Sr Oberst # 702722 995-36	53,783	0	53,783																53,783					53,783
1 OA Sr Gallucci # 707902 995-36	47,227	0	47,227																47,227					47,227
1 JCC Warren # 703232 995-36	72,866	0	72,866																72,866					72,866
0.50 JCC Foresee #707257 995-36	36,434	0	36,434																36,434					36,434
A.B. 1 JCC Archuleta # 705214		63,323	(63,323)																(63,323)					(63,323)
A.B. 1 JCC Braker # 706205		72,514	(72,514)																(72,514)					(72,514)
A.B. 1 JCA Gallippi # 706217		59,625	(59,625)																(59,625)					(59,625)
Local Travel/Mileage	13,703	0	13,703																13,703					13,703
Assessment \$90,248 AB \$60,663	0	0	0																0					0
Indirect Cost	18,531	4,766	13,765																13,765					13,765
	770,602	585,860	184,742	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	184,742	0	0	0	0	184,742
																								(53,432)

				HR 63501	HR 62626		HR 62624	HR 62625	HR 63332	HR 62609	HR 62635							Roll-Up	HR 63266	HR 62616	HR 62618	HR 62619	HR 63263			
OYA Diversion Administration	CJ007.	FY03	A.B.	995-53	995-18		995-16	995-17	995-50	995-01	995-27								995-36	995-08	995-10	995-11	995-40			
	Div.	Adopted	minus	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ011.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.	CJ007.		
	Adm	Budget	JCP Plan	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov.Basic.	Gov. Basic.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.Prev.	Gov.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	Div.	General	
				A&D	Prob.Cou	Beds	Det.Corr.	Det.Suic	Div	Interventio	A&D Sres	DomViol	AppropSvc	Adm	Adm	Adm.IS	Con	Client	Client.Div	Client Adj	No	SE	Counsel	Total	Fund	
IS Applications Dept	20,384	20,384	0																					0		
A.B. PC Flat Fee		1,797	(1,797)												(1,797)									(1,797)		
Assessment \$0 AB \$0	0	0	0																							
Indirect Cost	448	488	(40)												(40)									(40)		
	20,832	22,669	(1,837)	0	0	0	0	0	0	0	0	0	0	0	(1,837)	0	0	0	0	0	0	0	0	(1,837)	0	
OYA Diversion Admin IS	CJ007.	FY03	A.B.																							
	Div.	Adopted	minus																							
	Adm.IS	Budget	JCP Plan																							
A.B. Intl Svc Data Processing		10,852	(10,852)														(10,852)								(10,852)	
A.B. Indirect Cost		239	(239)														(239)								(239)	
	0	11,091	(11,091)	0	0	0	0	0	0	0	0	0	0	0	0	0	(11,091)	0	0	0	0	0	0	(11,091)	0	
OYA Diversion Contracts	CJ007.	FY03	A.B.																							
	Div.	Adopted	minus																							
	Con	Budget	JCP Plan																							
A.B. Prof Svcs VOA Sec Shelter		31,472	(31,472)														(31,472)								(31,472)	
A.B. Indirect Cost		738	(738)														(738)								(738)	
	0	32,210	(32,210)	0	0	0	0	0	0	0	0	0	0	0	0	0	(32,210)	0	0	0	0	0	0	(32,210)	0	
OYA Diversion Roll-up.WBS	CJ007.	FY03	A.B.																							
	Div.	Adopted	minus																							
	Client	Budget	JCP Plan																							
A.B. Local Travel		12,000	(12,000)															(12,000)							(12,000)	
A.B. Indirect Cost		281	(281)															(281)							(281)	
	0	12,281	(12,281)	0	0	0	0	0	0	0	0	0	0	0	0	0	(12,281)	0	0	0	0	0	0	(12,281)	0	
TOTAL OYA DIVERSION	791,434	664,111	127,323	0	0	0	0	0	0	0	0	0	0	0	(1,837)	(11,091)	(32,210)	(12,281)	184,742	0	0	0	0	127,323	(53,432)	
TOTAL	2,592,139	2,792,658	(200,519)	262,737	(138,002)	(27,754)	(4,241)	298	137,736	(93,817)	(460,482)	(8,805)	(15,728)	20,216	(1,837)	(11,091)	(32,210)	(12,281)	184,742	0	0	0	0	(200,519)	59,321	
JCJ Custody Sv Intake																										
Cost Center 506300 GF																										
A.B. Chavez: cut to release GF	0	59,321	(59,321)																						(59,321)	
for JCC Mallory JIN JCC, Counsel'g																										
Mgmt.																										
TOTAL JCJ INTAKE	0	59,321	(59,321)																							
TOTAL General Fund																									0	

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-10

Est. Start Time: 9:30 AM

Date Submitted: 12/16/02

Requested Date: January 9, 2003

Time Requested: N/A

Department: Sheriff's Office

Division: Enforcement

Contact/s: Dave Braaksma

Phone: 503 988-4415

Ext.: 84415

I/O Address: 503/350/Braaksma

Presenters: Consent Calendar Item

Agenda Title: Request approval of an amendment to a government contract with TriMet and the Portland Police Bureau, providing two Sheriff's Office deputies for the provision of transit police services.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

1. What action are you requesting from the Board? What is the department/agency recommendation? Approval of government contract amendment.

2. Please provide sufficient background information for the Board and the public to understand this issue. The original purpose of this agreement was for MCSO to provide 2 deputy sheriffs to the TriMet Transit Police Division, which is operated and administered by the Portland Police Bureau under a separate contract between Tri-Met and Portland. TriMet will compensate MCSO for the services of the deputy sheriffs assigned to the Transit Police Division. This amendment reflects the change of indirect from 8.9% to 10%, and extends the contract through June of 2005. Note that on the hardcopy, the indirect has been changed from 8.91% to 10%. It has been approved and initialed off by all parties.

Our records indicate that this contract has been in effect since 1999. The amendment, which is retroactive to July 1 of this year, could not be processed until this time due to administrative changes within the Portland Police Bureau.

3. Explain the fiscal impact (current year and ongoing).

TriMet will compensate MCSO for the salaries and overtime of the deputies assigned to the unit, including indirect. The estimated revenue for fiscal year 2003 is \$176,569. This revenue has been anticipated and is included in this year's budget.

4. Explain any legal and/or policy issues.

The County Attorney's Office has reviewed the contract amendment, and is in line with County policies regarding public safety.

5. Explain any citizen and/or other government participation that has or will take place. This is a cooperative agreement between the Portland Police Bureau, TriMet and MCSO.

Required Signatures:

Department/Agency Director: *Dan Noelle, Sheriff* **Date:** 11/26/02

Budget Analyst

By: **Date:**

Dept/Countywide HR

By: **Date:**

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0210029
Amendment #: 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Sheriff Division: Enforcement Date: 12/25/02
 Originator: Chief Deputy Van Dyke Phone: 988-4038 Bldg/Rm: 503/350
 Contact: David Braaksma Phone: 988-4415 Bldg/Rm: 503/350
 Description of Contract: Reimbursement for providing deputies for TriMet Transit Police
 RENEWAL: ☐ PREVIOUS CONTRACT #(S): 0210029, 0010966
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION _____ EXEMPTION EXPIRATION _____ ORS/AR _____
 #/DATE: _____ DATE: _____ #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>TriMet</u> Address <u>4012 SE 17th Avenue</u> <u>Portland, OR 97202</u> Attn: <u>Steve Hendricks</u> Phone <u>503-823-0362</u> Employer ID# or SS# _____ Effective Date <u>07/01/02</u> Termination Date <u>06/30/05</u> Original Contract Amount \$ <u>176,569/yr</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>176,569/yr</u>	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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

REQUIRED SIGNATURES:

Department Manager <u>Peter C. Van der</u>	DATE <u>11/27/02</u>
Purchasing Manager _____	DATE _____
(Class II Contracts Only) County Counsel <u>[Signature]</u>	DATE <u>12/06/02</u>
County Chair <u>[Signature]</u>	DATE <u>1-9-03</u>
Sheriff <u>[Signature]</u>	DATE <u>11/27/02</u>
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

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

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

**ADDENDUM NO. 1
INTERGOVERNMENTAL AGREEMENT**

This Addendum amends the July 1, 2001 Intergovernmental Agreement (Agreement) among the Tri-County Metropolitan Transportation District of Oregon (Tri-Met), Multnomah County (County) and the City of Portland (Portland) for provision of transit police services.

(1) **Paragraph 1 TERM** is amended as follows:

- (a) Revise first sentence to extend the term of the Agreement to June 30, 2005.
- (b) Delete second sentence in its entirety.

(2) **EXHIBIT 1, Paragraph 3 Reimbursement of Costs, (a) Costs, second sentence** is amended to provide for monthly billings as follows:

"County must bill the Portland Police Bureau, Fiscal Division monthly for the salaries, overtime, insurance, retirement, other benefits and Indirect ~~(8.94%~~ ^{10% for B} County overhead) charges incurred by the County to provide personnel." ^{DR}

Except as provided above all other terms and conditions of the Agreement shall be in full force and effect. This Addendum No. 1 shall take effect upon execution by the parties.

MULTNOMAH COUNTY
Multnomah County Sheriff
501 S.E. Hawthorne Blvd.
Portland, OR 97214

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**
4012 SE 17th Ave.
Portland, OR 97202

CITY OF PORTLAND
Bureau of Police
1111 SW 2nd Ave.
Portland, OR 97204

By: *Dan Noelle*
Name: DAN NOELLE
Title: Sheriff

Reviewed
Approved as to form:

[Signature]
County Counsel

By: *Robert T. Nelson*
Name: Robert T. Nelson
Title: Executive Director,
Operations

Approved as to form:

[Signature]
Legal Counsel

By: *Mark Kroecker*
Name: MARK A. KROEKER
Title: Chief of Police

By: _____
VERA KATZ, MAYOR

[Signature] **APPROVED AS TO FORM**
City Attorney

CITY ATTORNEY

By: *[Signature]*
Diane M. Linn, County Chair

Date: 01.09.03

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK

REFERENCE
COPY
ORIGINAL IGA

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Tri-County Metropolitan Transportation District of Oregon (Tri-Met) and Multnomah County (County) AND City of Portland (City), pursuant to authority granted in ORS Chapter 190.

The purpose of this agreement is for County to provide 2 deputy sheriffs (2.0 FTE) to Tri-Met Transit Police Division, which is operated and administered by the Portland Police Bureau under a separate contract between Tri-Met and Portland. Tri-Met will compensate the County for the services of the deputy sheriffs assigned to the Transit Police Division.

The parties agree as follows:

1. TERM. The term of this agreement is from July 1, 2001 to June 30, 2002. This agreement may be renewed for an additional term(s) up to four (4) years upon agreement of all parties.
2. RESPONSIBILITIES OF PARTIES. See attached Exhibit 1.
3. TERMINATION. This agreement may be terminated as follows:
 - a. Any party may terminate this agreement for its convenience and without penalty upon thirty (30) days written notice of its intention to terminate.
 - b. If Tri-Met is unable to appropriate sufficient funds to pay County for its services under this agreement, Tri-Met must notify County and City, and the agreement terminates as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify any other jurisdictions.
4. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Tri-Met and City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Tri-Met shall indemnify, defend and hold harmless County and City from and against all liability, loss and costs arising out of or resulting from the acts of Tri-Met, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County and Tri-Met from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

Portland and County shall be responsible for the work of the deputies assigned to the Tri-Met Transit Police Division.

5. INSURANCE. Each party shall be responsible for providing worker's compensation insurance as required by law. No party shall be required to provide or show proof of any other insurance coverage.
6. ADHERENCE TO LAW. Each party must comply with all federal, state and local laws and ordinances applicable to this agreement.
7. ACCESS TO RECORDS. Each party must have access to the books, documents and other records of the other parties related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
8. SUBCONTRACTS AND ASSIGNMENT. No party shall subcontract or assign any part of this agreement without the written consent of the other parties.
9. ENTIRE AGREEMENT. This Agreement and Exhibits 1 and 2 constitute the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. ATTORNEY FEES. In the event a lawsuit is filed to obtain performance of any kind under this agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs and disbursements, including attorney fees, costs and disbursements on appeal.
11. SEVERABILITY. The parties agree that if any term of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. NOTICES. The parties must send any notices, bills, invoices, reports, or other written communications required by this agreement through the United States mail, first class postage paid, or personally delivered to the addresses below:

COUNTY
Multnomah County Sheriff
501 SE Hawthorne Blvd.
Portland, OR 97214
Attn: Accts Payable

TRI-MET
Operations Division
4012 SE 17th
Portland, OR 97202
Attn: Robert T. Nelson

CITY
Bureau of Police
1111 SW 2nd Ave
Portland, OR 97204
Attn: Chief Prunk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated under their signature on this page.

MULTNOMAH COUNTY

CITY
TRI-METTrimet
CITYBy: [Signature]
Dan Noelle, SheriffBy: [Signature]
Title: ChiefBy: [Signature]
Title: EXC. DIR., OPERATIONSDate: 6/19/01Date: 8.17.01Date: 10-4-01

Board of County Commissioners
for Multnomah County, Oregon

[Signature]
Diane M. Linn, Chair

Date: 7.19.01

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 07.19.01
DEB BOGSTAD, BOARD CLERK

Approved as to form:

[Signature]
County Counsel

[Signature]
Tri-Met Legal Counsel

APPROVED AS TO FORM

[Signature]
City Attorney
CITY ATTORNEY

EXHIBIT 1**1. Service Level**

For the initial term of this contract, the County will provide 2 (two) Sheriff's Deputy Full time employees (FTE) for assignment to the Transit Police Division (hereafter Division). On an annual basis, the parties will agree upon the level of police service including personnel, equipment, and related support, to be provided to the Division. County personnel assigned to the Division will remain employees of the County and will not be considered employees or agents of Tri-Met or Portland. For purposes of this agreement, officers assigned to the Division will be referred to as assigned to the Tri-Met Transit Police Division.

2. Operations

- a. Deployment: The parties recognize that they have legitimate interests in the management and deployment of deputies assigned to the Division. The parties will work together to insure that the allocation and deployment of police personnel assigned to the Division is effective and efficient. Deployment of deputies assigned to the Division shall be consistent with Tri-Met's System Security Plan.
- b. Specialty Assignment: The parties recognize the value of police specialty assignments and training. Tri-Met reserves the right, however, to limit the number of officers assigned to the Division who hold specialty status and require specialized training.
- c. Daily Operation: The Division's sergeants and command personnel will provide supervision of County deputies for the daily operation of the Division.
- d. General Orders, Standard Operating Procedures and Testing: All deputies assigned to the Division will remain subject to the General Orders and training requirements of County. Additionally, all officers assigned to the Division will abide by the Division's Standard Operating Procedures.
- e. Selection and Assignment: The command personnel of County, Tri-Met, and Portland will jointly select and assign deputies to the Division. The relevant command personnel will make every effort to select the most qualified available officer making application for assignment to the Division.
- f. Agency Cooperation and Coordination:
 - (1) The parties will work closely and continuously communicate with each other to insure that the resources, strategies, work force deployment, and initiatives of Tri-Met, Portland and County are coordinated and effective.
 - (2) The Tri-Met Security Director (or designee) will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and

initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.

- (3) County agrees to work cooperatively in an effort to increase reporting of Tri-Met related incidents. County agrees to provide to the Division Tri-Met coded reports, data, and records. The Tri-Met agrees to make available to County, through the Division, particular data reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

g. Officer Seniority

Determination of officer seniority for purposes of making shift, vacation, holiday and overtime assignments shall be according to the Memorandum of Agreement between Multnomah County, the Multnomah County Deputy Sheriff's Association, the Tri-Met Transit Police Division and Tri-Met attached hereto as Exhibit 2.

3. Reimbursement of Costs

- a. Costs: County must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers and personnel serving in the Tri-Met Transit Police Division. County must bill Portland quarterly for the salaries, overtime, insurance, retirement, other benefits, and Indirect (8.91% County overhead) charges incurred by the County to provide personnel. Billings will be sent via interoffice mail to PPB Fiscal Dept. 119/1406. Portland agrees to compensate County within 30 days after receiving the bill.
- b. Amount: Before January 1st of each year of this agreement, County must submit to Tri-Met a proposed annual budget for services under this contract for next fiscal year (July 1st through the following June 30). The parties will then agree on the compensation to be paid by Tri-Met for services to County under this agreement. If the parties cannot agree on such compensation by April 1st of each year of this agreement or at any time during the term of this agreement, any party may elect to terminate this agreement for its convenience and without penalty in accordance with the Termination provision in this agreement.

----- EXHIBIT 2 -----

MEMORANDUM OF AGREEMENT
BETWEEN MULTNOMAH COUNTY, OREGON
AND THE TRI-MET TRANSIT POLICE DIVISION

The parties to this agreement are Multnomah County, Oregon, the Multnomah County Deputy Sheriff's Association (Association), Tri-Met Transit Police Division, and Tri-Met (Tri-Met).

It is the intent of this agreement: (1) to recognize that Tri-Met is staffed by police officers from many jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future County officers assigned to Tri-Met will use their County date of hire seniority as the means to select shifts, days off, vacations and overtime.

2. Current and future county officers assigned to Tri-Met will abide by the following:

23.1 Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position s/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

23.2 Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

23.3 In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request. The Division may voluntarily accommodate the shift and/or day off preferences of the transferring officer before 45 days provided it does not involuntarily bump another officer to do so.

23.4 In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request. The Division may voluntarily accommodate the shift and/or day off preferences of the transferring officer before 30 days provided it does not involuntarily bump another officer to do so.

23.5 An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

23.6 **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

23.7 **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

23.7.1 Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

23.7.2 For the purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

23.8 **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to employees in the Division. Provided, however, that no officer may utilize seniority to work such a shift on more than one occasion per pay period.

45.1 An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

IT IS AGREED:

Dan Noelle
Dan Noelle
Multnomah County Sheriff

Wain H. Nelson PRES, MCD SA
Multnomah County Deputy Sheriff's Association
Business Representative

Cliff Jensen 2-24-00
Captain Cliff Jensen
Tri-Met Police Division

B. T. Nelson
Tri-Met, Director

Reviewed:

Thomas Sponsler, Counsel for Multnomah
County

By: N/A
Assistant County Counsel Date

APPROVED AS TO FORM

Jeffrey L. Rogers JH
CITY ATTORNEY

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: C-11

Est. Start Time: 9:30 AM

Date Submitted: 12/30/02

Requested Date: January 9, 2003

Time Requested: N/A

Department: District Attorney

Division: Forfeitures

Contact/s: Erin K. Olson, Deputy District Attorney

Phone: (503) 988-3135

Ext.: 83135

I/O Address: 101/837

Presenters: Consent Calendar

Agenda Title: Intergovernmental Agreement with City of Troutdale Regarding Forfeitures

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of Intergovernmental Agreement with the City of Troutdale regarding asset forfeitures associated with criminal cases brought by the District Attorney's Office.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Following the passage of Ballot Measure 3 by the voters last year, civil forfeitures became too costly to pursue. The 2001 Oregon Legislature enacted criminal forfeiture legislation to address some of the problems with post-Ballot Measure 3 civil forfeiture. The new criminal forfeiture legislation, effective 01/01/02, makes forfeiture part of the criminal case. The net proceeds from criminal forfeiture (after liens, expenses, and court-ordered restitution to victims of person crimes are paid) go to local drug treatment (40%), law enforcement (40%), the state General Fund (10%), the Illegal Drug Cleanup Fund (7%), and the Asset Forfeiture Oversight Account (3%). The law enforcement share is to be shared equitably between the seizing police agency and forfeiture counsel, and may be pursuant to intergovernmental agreement.

Civil forfeiture was included in this intergovernmental agreement as a fallback position to permit the potential recovery of the costs of forfeiture when a criminal defendant absconds before the disposition of the criminal case. It is expected to be used infrequently, and legislative amendments to the criminal forfeiture legislation to address this unforeseen problem are being drafted.

3. Explain the fiscal impact (current year and ongoing).

This agreement splits the law enforcement share of criminal forfeiture proceeds equally between the Troutdale Police Department and the District Attorney's Office until the District Attorney's Office has recovered from the four primary Multnomah County police agencies the \$150,000 annual estimated cost of prosecuting forfeitures. If that threshold is reached, the District Attorney will thereafter receive 20% of the law enforcement share of criminal forfeiture proceeds until the end of the fiscal year. It is not anticipated that the District Attorney will reach the \$150,000 threshold.

In addition, pursuant to Senate Bill 914, 40% of the net criminal forfeiture proceeds will go toward local drug treatment pursuant to a plan developed to integrate drug treatment services into the criminal justice system for offenders who commit nonviolent drug possession offenses. This plan is still in the development stages by a committee composed of representatives from numerous affected local law enforcement and social service agencies.

The actual financial impact will vary since no historical information is available with which to make projections.

4. Explain any legal and/or policy issues.

None anticipated.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen participation. Agreements with identical terms are in effect with Portland, Gresham, and the Multnomah County Sheriff's Office. Other agreements with various task forces and other governmental entities are likely to follow as the need arises.

Required Signatures:

Department/Agency Director: *Michael D. Schrunk* Date: 12/09/02

Budget Analyst
By: Date:

Dept/Countywide HR
By: Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 03-10490
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-11</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Multnomah County District Attorney Division: Forfeitures Date: 12/27/02
 Originator: Erin K. Olson Phone: (503) 988-3135 Bldg/Rm: 101/837
 Contact: Erin K. Olson Phone: (503) 988-3135 Bldg/Rm: 101/837

Description of Contract: Intergovernmental Agreement With City of Gresham Re: Forfeitures

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

Contractor <u>City of Troutdale</u> Address <u>Troutdale Police Department</u> <u>141 SE Dora</u> <u>Troutdale, OR 97060</u> Phone <u>(503) 665-5175</u> Employer ID# or SS# _____ Effective Date <u>January 1, 2002</u> Termination Date <u>July 31, 2005</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	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 checked="" type="checkbox"/> Other \$ <u>Forfeiture-Based</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

REQUIRED SIGNATURES:

Department Manager <u>Michael Savard</u>	DATE <u>12-27-02</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Sandra N. Duffy</u>	DATE <u>12-11-02</u>
County Chair <u>Chris King</u>	DATE <u>1-9-03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

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

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an intergovernmental agreement (Agreement) between CITY OF TROUTDALE, a municipal corporation (City), and MULTNOMAH COUNTY, a Home Rule County and political subdivision of the State of Oregon, (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is to provide for the dispersal of assets and property subject to forfeiture under Oregon Laws, Chapter 780 (2001) relating to civil forfeitures, and Oregon Laws, Chapter 666 (2001) relating to criminal forfeitures.

DEFINITIONS:

A. City is, for purposes of this Agreement, a "forfeiting agency" as defined in Oregon Laws, Chapter 780 (2001).

B. The Troutdale Police Department (Department) is an agency of City, and for purposes of this Agreement, a "seizing agency" as defined in Oregon Laws, Chapters 666 and 780 (2001).

C. The Multnomah County District Attorney's Office (District Attorney) is, for purposes of this Agreement, both a "law enforcement agency" and "forfeiture counsel" as those terms are defined in Oregon Laws, Chapters 666 and 780 (2001).

RECITALS:

A. The 2001 Legislature enacted Oregon Laws, Chapters 666 and 780 (2001) as uniform statutory schemes providing the procedural and logistical framework for all non-federally based civil and criminal forfeiture actions occurring in the State of Oregon.

B. City, Department and District Attorney wish to enter into a cooperative and mutually beneficial arrangement under the terms of Oregon Laws, Chapters 666 and 780 (2001) (hereinafter referred to as "Chapter 666" and "Chapter 780").

C. City, Department and District Attorney recognize that under the terms of Chapter 666 Section 15 and Chapter 780 Section 13, an intergovernmental agreement is desirable for the dispersal of funds received as a result of the prosecution of forfeiture actions.

D. District Attorney has the requisite expertise and resources to prosecute forfeiture actions taken pursuant to Chapters 666 and 780.

E. Department has the requisite expertise and resources to act as the seizing agency.

F. City has the requisite and necessary resources to act as the forfeiting agency.

TERM:

The term of this Agreement shall be from January 1, 2002 to July 31, 2005. This Agreement may be renewed by mutual agreement of the parties.

AGREEMENT:

A. Civil Forfeiture

1. When a judgment of civil forfeiture is entered in favor of City as the forfeiting agency pursuant to Chapter 780, and where forfeiture counsel is District Attorney, City shall within thirty (30) days of the end of the next City fiscal quarter reimburse District Attorney for all actual expenses incurred in prosecuting the forfeiture proceeding, and for attorney's fees at a rate of \$90/hour, subject to the limitations of paragraphs C.6 and C.8 and in accordance with ORS 475A.120.

2. In the event Department cooperates with other law enforcement agencies in specific civil forfeiture cases prosecuted by District Attorney as forfeiture counsel, City and Department shall ensure that any agreements between the cooperating agencies regarding the distribution of proceeds shall include the reimbursements set forth in paragraph A.1. above, subject to the limitations of paragraphs C.6 and C.8.

3. In the event a court of competent jurisdiction orders property and/or proceeds which were forfeited to City as forfeiting agency in a civil forfeiture action returned to a claimant, or transferred or otherwise conveyed to some third party, District Attorney shall return to City any attorney's fees it has received in accordance with paragraph 1 or 2 of this subsection A.

4. In the event that a claimant or financial institution is awarded costs, disbursements and/or attorney's fees pursuant to Chapter 780 Section 36, City and District Attorney shall each be responsible for 50% of those costs, disbursements, and/or attorney's fees.

5. City may elect not to liquidate any real or personal property subject to forfeiture under the terms of Chapter 780, provided written notice of said election is provided District Attorney no less than ten (10) days following the entry of a final judgment of civil forfeiture pursuant to Chapter 780 Sections 11, 12 and/or 35. If City proceeds under this paragraph, it shall make the disbursements otherwise required by Chapter 780 and this Agreement from other City funds based on the fair market value, appraisal value, or auction value, as agreed to by the parties to this Agreement, at the time of the entry of final judgment of forfeiture, except that the parties stipulate that property destroyed by agreement of the parties shall have a fair market, appraisal, and auction value of zero (\$0).

6. No civil forfeiture action involving property seized by Department that relates to a case criminally prosecuted by District Attorney will be commenced by any party to this Agreement without the mutual agreement of District Attorney and Department, except that nothing in this paragraph shall prohibit City from initiating civil forfeiture actions in cases in which District Attorney has declined to initiate a forfeiture proceeding. Civil forfeiture actions may be commenced by District Attorney pursuant to this Section A only in circumstances in which a criminal forfeiture action has been dismissed due to the criminal defendant's abscondence when a civil forfeiture action is the only means by which the parties may recover costs and expenses of seizure, maintenance, and pursuit of the forfeiture action.

B. Criminal Forfeiture

1. Notwithstanding the manner of service of notices of seizure for criminal forfeiture, the parties agree that in all criminal forfeiture actions which involve property seized by a member or agent of Department, Department shall be the "seizing agency" as that term is defined in Chapter 666 Section 1(13).

2. When a final judgment of criminal forfeiture is entered against the defendant and all claimants in a criminal forfeiture proceeding pursuant to Chapter 666, Department and City shall within thirty (30) days of the end of the next City fiscal quarter distribute the property and/or proceeds in accordance with Chapter 666 Section 16, together with any interest earned, as follows:

- a. Department shall first pay costs, including the expenses of publication, service of notices, towing, storage, and servicing or maintaining the seized property pursuant to Chapter 666 Section 6. For purposes of this subparagraph B.2.a costs shall also include the statutorily allowed actual out-of-pocket expenses and costs incurred by District Attorney in prosecuting the criminal forfeiture action through its final disposition, including related appeals involving the forfeiture action. In the event that the final proceeds are less than the total of the expenses and costs incurred by Department and District Attorney, each shall be reimbursed its proportionate amount of the total expenses and costs from the proceeds received. The parties reserve the right to seek recovery of their costs and expenses in contested cases as against third party claimants, whether individually or jointly sought.
- b. After costs have been paid, Department shall distribute to the victim any amount Department was ordered to distribute pursuant to Chapter 666 Section 14(4).
- c. After the distributions in subparagraphs B.2.a. and B.2.b. have been paid, Department shall distribute the remaining property and/or proceeds to City's general fund. Pursuant to Chapter 666 Section 16(2), City shall distribute three percent (3%) of this amount to the Asset Forfeiture Oversight Account established in ORS 475A.160, seven percent (7%) to the Illegal Drug Cleanup

Fund established in ORS 475.495 for the purposes specified in ORS 475.495(5), and ten percent (10%) to the state General Fund.

- d. Of the balance remaining after the distributions in subparagraphs B.2.a. through B.2.c., fifty percent (50%) shall be used for substance abuse treatment pursuant to a plan developed under Oregon Laws Chapter 834 (2001), Section One, and the remaining fifty percent (50%) shall be used for official law enforcement use.
- e. Of the balance available for official law enforcement use, 50% shall be distributed to District Attorney and 50% shall be distributed to Department, subject to the limitations described in paragraph C.8. herein.

3. In the event Department cooperates with other law enforcement agencies in specific criminal forfeiture cases prosecuted by District Attorney as forfeiture counsel, Department shall ensure that any agreements between the cooperating agencies regarding the distribution of proceeds shall include the distributions set forth in paragraph B.2, subject to the limitations described in paragraph C.8. herein.

4. In the event a court of competent jurisdiction orders forfeited property, proceeds, and/or a related interest which was forfeited to City or Department in a criminal forfeiture action returned to a claimant or transferred or otherwise conveyed to some third party, District Attorney shall return its proportionate share of the property ordered returned, except that District Attorney shall not be liable for amounts ordered paid as a result of Department's noncompliance with Chapter 666 Section 6(a) unless such noncompliance was the result of an agreement between Department and District Attorney that the cash needed to be retained as evidence rather than being deposited in an interest-bearing account.

5. City or Department may elect not to liquidate any real or personal property subject to forfeiture under the terms of Chapter 666, provided written notice of said election is provided to District Attorney no less than ten (10) days following the entry of a final judgment of criminal forfeiture. If City or Department proceeds under this paragraph, it shall make the disbursements otherwise required by Chapter 666 and this Agreement from other City funds based on the fair market value, appraisal value, or auction value, as agreed to by the parties to this Agreement, at the time of the entry of final judgment of criminal forfeiture, except that the parties stipulate that property destroyed by agreement of the parties shall have a fair market, appraisal, and auction value of zero (\$0).

C. Provisions Applicable to All Cases

1. Department shall be responsible for arranging the towing, storage, insurance, and maintenance of property seized for forfeiture; for service of notices of seizure for forfeiture; for publication when required, and for obtaining proof of publication; for necessary investigative follow-up; for research of title to, and claims for, property seized for forfeiture; for other obligations involving the safekeeping and care of

property seized for forfeiture, and for timely notification of District Attorney of occurrences affecting District Attorney's obligations or requiring action by District Attorney pursuant to this Agreement.

2. District Attorney shall be responsible for arranging service of civil process when required; filing litigation-related documents with the applicable court; and for timely notification to Department of occurrences affecting Department's obligations or requiring action by Department pursuant to this Agreement.

3. Department and District Attorney agree to consult with each other, through agents designated by each to carry out this Agreement, prior to taking actions which potentially affect the obligations, liabilities, or rights of the other under this Agreement, including the initiation of forfeiture actions; the dismissal, settlement, or other disposition of forfeiture actions; or the storage, sale, transfer, or other disposition of property seized for forfeiture. Nothing in this paragraph shall be construed to require District Attorney to compromise the independent exercise of prosecutorial discretion in a criminal matter.

4. No party to this Agreement shall seek the forfeiture of any "facility" which has been designated a "hazardous waste disposal site" or "hazardous waste storage site," as those terms are defined in ORS 466.005, or an "illegal drug manufacturing site" as that is defined in ORS 453.858, without first obtaining the prior written approval of the other parties.

5. In forfeiture cases involving the storage of vehicles seized for forfeiture, unless there is a written agreement prior to the commencement of the forfeiture proceeding in individual cases which provides otherwise, City and Department agree that the expense for which City or Department is reimbursed pursuant to Chapter 780 Section 14(2) and Chapter 666 Section 6 (the latter, as described in subparagraph B.2.a.) shall be \$10 per day per stored vehicle for the first 120 days following the seizure of a vehicle for forfeiture, and \$16 per day thereafter, which per-vehicle expense shall cover storage, maintenance, and any damage sustained while the vehicle is so stored. The parties further agree that District Attorney shall not be liable for payments ordered or liabilities incurred as a result of damage occurring to items so stored.

6. In the event a forfeiture action is dismissed, disposed of, or otherwise resolved without provision for full recovery of the parties' costs and expenses, the parties agree to share equitably in such excess costs and expenses in amounts proportionate to their actually-incurred out-of-pocket costs and expenses, except that the parties agree that District Attorney shall not be entitled to attorney's fees pursuant to paragraphs A.1. and A.2. unless all other out-of-pocket expenses incurred in the civil forfeiture proceeding have been paid.

7. In cases in which District Attorney is prosecuting a criminal case involving the seizure of assets by Department, Department may transfer the seized assets to a Department of Treasury ("Treasury") agency for administrative

or judicial forfeiture after consultation with District Attorney. In such cases, forfeiture proceedings commenced by a Treasury agency which lead to Department's receipt of some or all of the "net proceeds available for sharing," as that is defined in Department of Treasury's Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies, shall be passed through to District Attorney in an amount equal to 20% of Department's equitable share, subject to the limitations described in paragraph C.8. herein if applicable. District Attorney shall use such shared monies for law enforcement purposes in accordance with Department of Treasury's Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies, Guidelines for Seized and Forfeited Property, and the related Directives. Nothing in this paragraph shall be construed to limit District Attorney's right to enter into similar agreements with other law enforcement agencies, or to apply for equitable shares in cases not otherwise covered by this Agreement.

8. Notwithstanding the provisions of paragraphs A.1, A.2, B.2, B.3, and C.7, upon District Attorney's receipt during its fiscal year (July 1-June 30) of a total of \$150,000 from attorney's fees for civil forfeiture cases pursuant to paragraphs A.1 and A.2 herein, distributions from criminal forfeiture proceedings pursuant to paragraphs B.2, and B.3 herein, and equitable share pass-throughs pursuant to paragraph C.7 herein, together with monies received by District Attorney pursuant to the similar provisions of District Attorney's agreements with the Multnomah County Sheriff's Office, Gresham Police Department, and Portland Police Bureau, the following shall occur: (a) City shall no longer be further obligated to pay attorney's fees in civil forfeiture cases as would otherwise be required by paragraphs A.1 and A.2; (b) Department shall be entitled to 80% of the balance of criminal forfeiture distributions available for law enforcement use rather than 50% as set forth in paragraphs B.2 and B.3; and (c) Department shall retain 100% of Department's equitable share of federal forfeiture proceeds rather than 80% as set forth in paragraph C.7.

D. Modification

This Agreement may be amended or altered at any time provided City and County agree to such change(s) in writing.

E. Termination

This Agreement may be terminated by either party upon 60 days written notice.

F. Indemnification

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising

out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this Agreement.

G. Insurance

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

H. Adherence to Law

Each party shall comply with all federal, state, and local laws and ordinances, together with any ethical obligations, which are applicable to this Agreement, including but not limited to those set forth in Oregon Laws, Chapters 666 and 780 (2001).

I. Non-Discrimination

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

J. Access to Records

Each party shall have access to the books, documents, and other records of the other which are related to this Agreement for the purpose of examination, copying, and audit, as needed to comply with reporting or other legal obligations of any party, unless otherwise limited by law.

K. Subcontracts and Assignment

No party to this Agreement will subcontract or assign any part of this Agreement without the written consent of the other party.

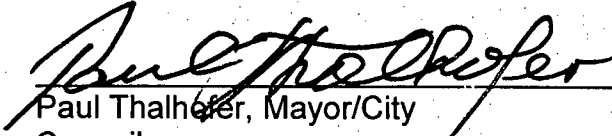
L. No Third Party Rights

Nothing in this Agreement shall be construed to create rights in any third party or other entity not a party hereto.

M. This Is The Entire Agreement

This Agreement constitutes the entire Agreement between the parties.
This Agreement may be modified or amended only by the written agreement of the parties.

FOR THE CITY:



Paul Thalhofer, Mayor/City
Councilor

11-13-02
Date


David Nelson, Chief of Police

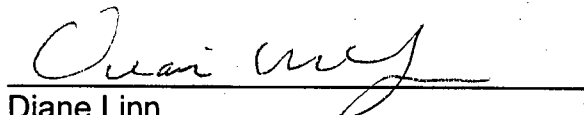
11/14/02
Date

Approved as to Form:

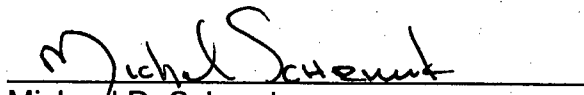

Attorney for City

12/04/02
Date

FOR THE COUNTY:

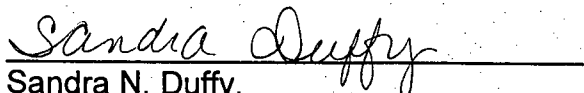

Diane Linn,
County Commission Chairperson

1.9.03
Date

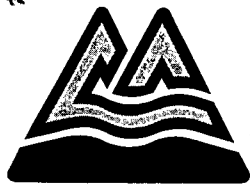

Michael D. Schrunck,
District Attorney

12-9-02
Date

Approved as to Form:


Sandra N. Duffy,
Deputy County Attorney

12-11-02
Date



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-12

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director *JS/CVF*
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310415 with Tillamook County

Recommendation/Action Requested: The Health Department recommends County Chair approval of contract # 0310415 with Tillamook County for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite Tillamook County's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish Tillamook County's reimbursement obligations toward Multnomah County.

Financial Impact: Multnomah County will reimburse OMAP for the "state share" of funds (approximately \$100,000) OMAP pays to all eligible FQHCs participating in the enhanced reimbursement process. Tillamook County will reimburse Multnomah County for the portion of the "state share" funds Multnomah County pays to OMAP that represent Tillamook County's share of the total amount paid. Multnomah County has sufficient funds available and authorized for expenditure to make the enhanced FQHC payments required under this agreement. Tillamook County has funds available and authorized for expenditure to make the payments required under this agreement.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0310415
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Health Department Division: Business Services Date: 01/02/2003
 Originator: Dan Kaplan Phone: x27574 Bldg/Rm: 106/14
 Contact: Darren Chilton Phone: x26207 Bldg/Rm: 106/14

Description of Contract: Tillamook County will reimburse Multnomah County for their portion of the "state share" of funds Multnomah County pays to OMAP that represent Tillamook County's share of the total paid.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): n/a
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Tillamook County Health Department</u>		Remittance address _____	
Address <u>PO Box 489</u>		(If different) _____	
<u>Tillamook, Oregon 97141</u>		_____	
Phone <u>503-842-3900 (fax 503-842-3903)</u>		Payment Schedule / Terms	
Employer ID# or SS# _____		<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
Effective Date <u>January 1, 2003</u>		_____	
Termination Date <u>June 30, 2003</u>		_____	
Original Contract Amount \$ <u>Requirements</u>		_____	
Total Amt of Previous Amendments \$ <u>n/a</u>		<input type="checkbox"/> Requirements Not to Exceed \$ _____	
Amount of Amendment \$ <u>n/a</u>		_____	
Total Amount of Agreement \$ <u>Requirements</u>		Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES:

Department Manager Lillian Shirley / Coy
 Purchasing Manager Katri Daulton
 (Class II Contracts Only)
 County Counsel Cheri Byers
 County Chair _____
 Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts only)

DATE 12/30/02
 DATE _____
 DATE 1/9/03
 DATE 1-9-03
 DATE _____
 DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015				50190					
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, IIT Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Tillamook County and Multnomah County, pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to establish the actions Multnomah County will take to expedite Tillamook County's participation in the Medicaid enhanced reimbursement process set forth in Contract #104502 between Multnomah County and the Oregon Medical Assistance Office (OMAP) (State Contract) and to establish Tillamook County's reimbursement obligations toward Multnomah County.

The parties agree as follows:

1. **TERM:** The term of this agreement shall be from January 1, 2003, to June 30, 2003.
2. **RESPONSIBILITIES OF TILLAMOOK COUNTY:** Under the State Contract (a copy of which is attached to this contract as Exhibit A and hereby incorporated by reference), Multnomah County will reimburse OMAP for the "state share" of funds OMAP pays to all eligible FQHCs participating in the enhanced reimbursement process. Tillamook County will reimburse Multnomah County for that portion of the "state share" funds Multnomah County pays to OMAP that represent Tillamook County's share of the total amount paid.
3. **RESPONSIBILITIES OF MULTNOMAH COUNTY:** Multnomah County, upon execution of this Intergovernmental Agreement, agrees to process Tillamook County's invoice as described in the State Contract and to reimburse OMAP for Tillamook County's share of the state share as part of the total state share paid to all FQHCs. Multnomah County will invoice Tillamook County for its state share paid by Multnomah County Health Department.
4. **TERMINATION:** This Agreement may be terminated by Multnomah County upon written notice to Tillamook County. This contract may be terminated by Tillamook County upon written notice to Multnomah County; provided, however, that Tillamook County may not terminate this contract after Multnomah County has invoiced OMAP for Tillamook County's share of the state share and before Tillamook County has reimbursed Multnomah County for this payment.
5. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Tillamook County shall indemnify, defend and hold harmless Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of Tillamook County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend and hold harmless Tillamook County from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

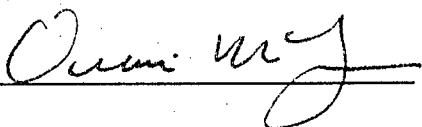
9. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT:** This Agreement, including Exhibit A, constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **CONSIDERATION:** Multnomah County has sufficient funds available and authorized for expenditure to make the enhance FQHC payments required under this Agreement. Tillamook County has funds available and authorized for expenditure to make the payments required under this agreement.

MULTNOMAH COUNTY, OREGON

By 

Title Multnomah County Chair

TILLAMOOK COUNTY, OREGON

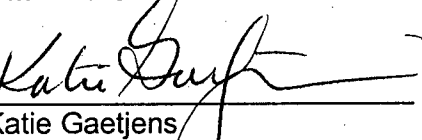
By _____

Title _____

Reviewed:

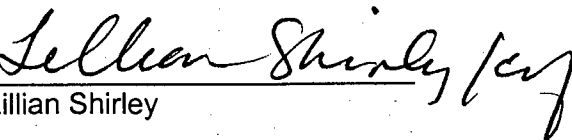
Approved as to form:

TOM SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
Katie Gaetjens

Title : Asst. County Attorney

Date : 12/30/02

By 
Lillian Shirley

Title : Health Department Director

Date : 12/30/02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-12 DATE 01-09-03

Revised 5/99 DEB BOGSTAD, BOARD CLERK

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between the State of Oregon acting by and through the Department of Human Services, Office of Medical Assistance Programs, hereinafter called DEPARTMENT, and Multnomah County acting by and through its Health Department, 1120 SW Fifth Ave, 14th Floor, Portland, OR 97204, hereinafter called COUNTY.

RECITALS

1. The purpose of this Agreement is to improve the financial viability of participating federally qualified health centers ("FQHCs") providing services to DEPARTMENT clients pursuant to a separate intergovernmental agreement with DEPARTMENT, by providing additional reimbursement ("Enhanced Reimbursement") to FQHCs for services provided to DEPARTMENT clients from January 1, 2000, and ending December 31, 2000, to the extent such retroactive Enhanced Reimbursement is available under federal law and procedure.
2. Under this Agreement, DEPARTMENT and COUNTY agree to make good faith efforts to obtain Enhanced Reimbursement for participating FQHCs. "Participating FQHCs" are health centers that are FQHCs on the effective date of this Agreement and that timely submit to COUNTY the documentation required under this Agreement, have submitted cost settlement reports for services to DEPARTMENT clients during 2000 and that remain eligible for payment according to 45 CFR 95 subpart A. The process by which participating FQHCs may request Enhanced Reimbursement is also described in this Agreement.
3. Under this Agreement, COUNTY may submit claims for payment for Medicaid costs associated with development and implementation of the Oregon Community Health Information Network (OCHIN). COUNTY is working with DEPARTMENT to improve the billing, financial reporting, and data management capacity of Oregon Safety Net Clinics, in support of State interests and goals identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". As further described in this Agreement, DEPARTMENT agrees to reimburse the Medicaid share of activities dedicated to the development and implementation of the OCHIN over the January 1999 to December 31 2003 period. The process by which

COUNTY documents and submits costs for payment is also described in this Agreement.

4. COUNTY is a FQHC and is deemed a participating FQHC for purposes of this Agreement. COUNTY intends to obtain from participating FQHCs the information required under this Agreement and to submit that information in the form of invoices to DEPARTMENT and to make the reimbursement to DEPARTMENT as required under this Agreement. COUNTY is the only participating FQHC that is a party to this Agreement.
5. DEPARTMENT intends to process invoices received from COUNTY pursuant to DEPARTMENT payment procedures used in the ordinary course of business. A participating FQHC's eligibility for Enhanced Reimbursement will be based upon 45 CFR 95, subpart A, and applicable federal and state law.
6. Any separate agreement or other legal relationship between County and any other participating FQHC is expressly not included within the scope of this Agreement.

The parties agree as follows:

1. TERM

This Agreement shall become effective on the date signed by all parties and shall expire, unless otherwise terminated or extended, on March 31, 2004. Expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or to any default or defect that has not been cured.

2. RESPONSIBILITIES OF THE PARTIES

The responsibilities to be assumed by each party to this Agreement are set forth in full in Exhibit A, Statement of Work.

3. CONSIDERATION

Enhanced Reimbursement provided under this Agreement shall be subject to the provisions of 42 USC 1396a(a)(13)(C), 45 CFR 95 subpart A for services provided to DEPARTMENT clients during 2000, and the applicable State Plan provision in Exhibit B, which is attached to and incorporated in this Agreement by reference. Enhanced Reimbursement shall not exceed the amounts specified in Exhibit A for

the term of this Agreement. The cumulative, maximum amount that DEPARTMENT will provide as Enhanced Reimbursement and for OCHIN Cost reimbursement under this Agreement shall not exceed forty million dollars (\$40,000,000.00).

DEPARTMENT has sufficient funds available and authorized for expenditure to make the Enhanced Reimbursement as required under this Agreement. COUNTY has funds available and authorized for expenditure to make the reimbursement to DEPARTMENT as required under this Agreement.

4. TERMINATION

This Agreement may be terminated by DEPARTMENT upon 30 days written notice to COUNTY's Agreement Administrator. DEPARTMENT may terminate this Agreement in whole or in part immediately upon notice to COUNTY if (a) Centers for Medicare and Medicaid Services ("CMS") reverses or modifies its approval of the applicable provision of the State Plan that is set forth in Exhibit B for any reason; or (b) Federal or State laws, regulation or guidelines are modified or interpreted in such a way that either the Enhanced Reimbursement or the financial support of OCHIN contemplated under this Agreement is prohibited or DEPARTMENT is prohibited from providing Enhanced Reimbursement or financial support of OCHIN from the planned funding source. COUNTY may terminate this Agreement at any time, without notice, provided, however, that it cannot be terminated by COUNTY between the time Enhanced Reimbursement or the OCHIN financial support is made to participating FQHCs by DEPARTMENT and the time COUNTY has made its reimbursement to DEPARTMENT as required under this Agreement.

5. INSURANCE

Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

6. ADHERENCE TO LAW

To the extent applicable to each party, the party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320. Contractor

shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper and recyclable products as contemplated under ORS 279.555.

7. NON-DISCRIMINATION

To the extent applicable to each party, the party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

8. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the others which are related to this Agreement for the purpose of examination, copying and audit, unless such access is otherwise limited by law.

9. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

10. MERGER CLAUSE; WAIVER

This Agreement and attached Exhibits constitute the entire agreement between the parties on its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The following listed Exhibits are attached and incorporated into this Agreement by reference:

Exhibit A: Statement of Work

Exhibit B: Applicable State Plan Provision

There are no other Agreement documents that are a part of this Agreement unless specifically referenced and incorporated in this Agreement.

11. THIRD PARTY BENEFICIARIES

DEPARTMENT and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. AGREEMENT ADMINISTRATORS

The DEPARTMENT employee assigned to monitor Agreement compliance, authorize Enhances Reimbursement and OCHIN payment and act as DEPARTMENT's Agreement Administrator for this Agreement is:

Kathy Loretz, PPS Assistant Manager
Office of Medical Assistance Programs
500 Summer Street NE, 3rd Floor
Salem, OR 97310-1014

The COUNTY employee assigned to act as COUNTY's Agreement Administrator for this Agreement is:

Michael Martin, Health Services Specialist
Multnomah County Health Department
1120 SW Fifth Avenue, 14th Floor
Portland, OR 97204

SIGNATURES:

COUNTY

Administrator/Delegate

Date

Reviewed as to form:

By: _____

Tom Sponsler, County Attorney
for Multnomah County

Date

DEPARTMENT

Administrator/Delegate

Date

APPROVED as to LEGAL SUFFICIENCY:

approved for legal sufficiency by mary.schnabel-bray@doj.state.or.us
via email 12/18/2002

REVIEWED:

DHS Contracts Coordinator

Date

Program Unit

Date

EXHIBIT A

STATEMENT of WORK

1. GENERAL PROVISIONS

a. The parties acknowledge that the availability of any funds for Enhanced Reimbursement to participating FQHCs is contingent on COUNTY's submission of requests for Enhanced Reimbursement to DEPARTMENT as required under this Agreement and within the time periods allowed under 45 CFR 95 subpart A.

b. Enhanced Reimbursement is only available to FQHCs that are FQHCs on the effective date of this Agreement and that do the following: (i) submit timely documentation to COUNTY as required under this Agreement and (ii) have cost settlement reports for services to DEPARTMENT clients during 2000 that remain eligible for payment according to 45 CFR 95 Subpart A. The FQHC designation and the definition of a visit is specified in the April 1, 1995, DEPARTMENT FQHC Billing and Procedures Guide ("Billing Guide"), which is incorporated into this Agreement by reference.

c. Enhanced Reimbursement will be available on a per-visit basis and will apply only to visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000, and that remain eligible for payment according to 45 CFR 95, subpart A, as allowed under the Billing Guide. Costs associated with out-stationed eligibility workers are beyond the scope of this Agreement and will continue to be reimbursed separately.

d. Reimbursement of expenses related to OCHIN development and implementation ("OCHIN Costs") will be made by the DEPARTMENT to COUNTY for OCHIN Costs reasonably allocated to the Medicaid Program, contingent on COUNTY's submission of cost reports. These OCHIN Costs may be incurred by COUNTY, or other health service entities serving DEPARTMENT clients. COUNTY will assure that no OCHIN Costs claimed under this section of this Agreement are included in any other request for reimbursement from the DEPARTMENT. Reimbursement of OCHIN Costs under this Agreement is for OCHIN start-up costs only. DEPARTMENT will not reimburse for OCHIN system maintenance costs under this agreement. The OCHIN system start up costs incurred by COUNTY or other health service entities serving DEPARTMENT clients shall not be included in future cost reports submitted by COUNTY to DEPARTMENT for the purpose of adjusting prospective OCHIN Cost reimbursement rates, and prospective OCHIN Cost reimbursement rates to COUNTY and other health service entities serving

DEPARTMENT clients will not be adjusted as a result of the increase of OCHIN system maintenance costs.

2. Participating FQHC Obligations:

a. A participating FQHC may request Enhanced Reimbursement for all or part of visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000 (the "Year"), as allowed under the Billing Guide. The FQHC may break up requests for Enhanced Reimbursement for visits during the Year to coincide with the FQHC's fiscal year cost statements. Accordingly, the maximum number of requests for Enhanced Reimbursement that any one FQHC may make is two.

b. A participating FQHC must submit to COUNTY (a) cost report(s) covering the billing period, as specified under the Billing Guide, including the required time lines. This Agreement does not alter the DEPARTMENT-FQHC settlement process applicable to such cost reports except as expressly provided herein.

c. To apply for Enhanced Reimbursement, the FQHC must submit an invoice to COUNTY on clinic letterhead, signed by the Executive Director or Chief Financial Officer. To determine the Enhanced Reimbursement request amount to include in an invoice, the FQHC shall take the following steps:

- (i) Identify the total number of DEPARTMENT visits: Total number of visits includes all visits provided to all DEPARTMENT clients (regardless of whether DEPARTMENT or an MCO paid for the services) during the Year's billing period. If possible, the visits should be divided into family planning visits, general medical visits, and CHIP-Medicaid visits. This count will be referred to as "Visits."

FQHCs are required to report the same number of fee for service encounters during the Year's billing period as was determined in the cost settlement. Managed care encounters reported during the Year's billing period must reconcile back to the FQHC's detail reports.

- (ii) Identify the all-inclusive rate for visits during the Year's billing period: The source of the all-inclusive rate is the Medicaid cost report. The rate is before any adjustments to reflect the Medicaid per-visit limit that applied during the Year. If the FQHC's fiscal

year is other than January 1, the rate may be established by taking the two rates from the two cost reports covering the applicable calendar year (e.g. 2000), multiplying each rate by the number of months the rate applied, adding the results and dividing by twelve.

- (iii) Identify cost per visit and total Medicaid costs: **Example:** Clinic A has a fiscal year beginning November 1. Clinic A has an all-inclusive rate, excluding out-stationing, of \$120 for the November 1, 1999, fiscal year, and a rate of \$129 for the November 1, 2000, fiscal year. The invoice rate will be \$121.50 (10 months X \$120 + 2 months X \$129) / 12 months). This result indicates the total Medicaid costs.

Example: Clinic B has a fiscal year beginning July 1. Clinic B has an all-inclusive rate, excluding out-stationing, of \$115 for the July 1, 1999, fiscal year. Clinic B is billing at this time for the first two quarters of calendar 2000. Clinic B will bill visits occurring between January 1, 2000, and June 30, 2000, at \$115. The total Medicaid costs for that billing period will equal the number of visits occurring between January 1, 2000, and June 30, 2000 multiplied by \$115.

- (iv) Add all payments received for visits provided during the Year's billing period from all sources. Payment types include open-card, capitation, fee-for-service payments, etc. Payment sources include DEPARTMENT, Medicare, commercial insurance, Care Oregon, etc. If a payment covers an alternate fiscal period (e.g., a cost report settlement payment for October 1999 through March 2000), match the timing. This total is referred to as "total Medicaid payments" for the Year's billing period.

Payment from all sources must be detailed and reconcilable back to provider source documents. Fee for service payments must reconcile to cost settlement amounts.

Costs must match scope of service. If the cost per visit does not include pharmacy, for example, exclude payments for pharmacy from this calculation.

- (v) Subtract total Medicaid payments from total Medicaid costs. This is the amount that a participating FQHC may include in an invoice, subject to any limitations under Section 3(b) of this Statement of Work.
- (vi) FQHCs must submit invoices to COUNTY in the following manner:

Submit invoices to:

Michael Martin
Multnomah County Health Department
1120 SW Fifth Ave, 14th Floor
Portland, OR 97204

All invoices for year 2000 must be received by COUNTY no later than the close of business, February 28, 2003, to create an opportunity for year 2000 Enhanced Reimbursement payment.

All invoices must include an itemized list of participating FQHC's providers, the FQHC provider number, the FQHC tax ID number, the billing period for year 2000, a complete list of MCO's or any other Title XIX payment source that made payment during the year 2000 billing period, and a contact name and telephone number.

Invoices must include copies of the relevant DEPARTMENT cost reports as filed, DEPARTMENT reconciliation letters, the applicable 1999 and 2000 UDS report, and the visit rate calculation page from relevant Medicaid cost statements.

3. Development of FQHC Billing and Data Management Capacity

- a. To apply for OCHIN Cost reimbursement, COUNTY must submit an invoice to DEPARTMENT on Health Department letterhead, signed by the Health Department's Executive Director or Chief Financial Officer. To determine the OCHIN Cost reimbursement request amount to include in an invoice, COUNTY shall take the following steps and shall include the resulting information in each invoice:

- (i) Identify the total cost associated with the OCHIN project incurred between January 1, 1999 and December 31, 2003, in the following categories: Statewide network development; management information system selection and installation; local systems transition costs; and application development specific to Medicaid required functionality (e.g., FQHC reimbursement).
- (ii) Identify the source of these costs – individual FQHC, COUNTY, CareOregon, State.
- (iii) Within these categories and sources, allocate costs to Medicaid and non-Medicaid use. The bases for allocation must be clearly indicated and sourced, and must be reasonable in their application. If no other basis is available, the number of Medicaid visits / Total visits will be used to determine the percent of OCHIN Costs to be allocated to Medicaid.
- (iv) The total of the OCHIN Costs allocated to Medicaid is the total amount of the invoice.

4. COUNTY Obligations:

a. COUNTY shall cause all participating FQHCs to comply with the requirements of Section 2, above.

b. COUNTY shall collect and forward to DEPARTMENT by the following dates all subject invoices COUNTY has received from participating FQHCs: (i) for privately-owned participating FQHCs, by 5:00 p.m. on April 1, 2003; and (ii) for Clackamas County and Tillamook County as participating FQHCs, by the later of 5:00 p.m. on April 1, 2003, or by 5:00 p.m. on the date an agreement for reimbursement of the State's Share is fully executed between COUNTY and Clackamas County or Tillamook County, as applicable. These invoices must comply with the requirements of Section 2, above and are subject to the following limitation:

COUNTY will limit the effective total per-visit reimbursement to a FQHC from all sources, including Enhanced Reimbursement provided by this Agreement, to the total per-visit reimbursement realized by COUNTY.

c. COUNTY shall reimburse DEPARTMENT for the State's share of Enhanced Reimbursement payments made to FQHCs under this Agreement ("State's Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's Share. The State's Share of Enhanced Reimbursement payments varies depending on eligibility of the client being served and the services rendered and is

determined by the Centers for Medicare and Medicaid Services. For purposes of this Agreement, the State's Share of Enhanced Reimbursement payments is the percentage that has been determined by the Center for Medicare and Medicaid Services, published in the Federal Register, and that is in effect on the date of DEPARTMENT's claim for reimbursement to COUNTY.. All reimbursements by COUNTY to DEPARTMENT for the State's Share of the Enhanced Reimbursement shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

d. COUNTY will forward to DEPARTMENT by January 31, 2004 an invoice for OCHIN Costs attributable to Medicaid . This invoice must comply with the requirements of Section 2 and Section 3, above.

e. COUNTY shall reimburse DEPARTMENT for the State's share of OCHIN Costs under this Agreement ("State's Ochin Cost Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's OCHIN Cost Share. For purposes of this Agreement, the State's OCHIN Cost Share is fifty percent (50%) of the amount identified in COUNTY's invoice as: local systems transition costs and application development specific to Medicaid required functionality, and statewide network development and management information system selection and installation. All reimbursements by COUNTY to DEPARTMENT for the State's OCHIN Cost Share shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

5. DEPARTMENT Obligations:

a. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to pay Enhanced Reimbursement to participating FQHCs for the reimbursable costs for health care services provided to DEPARTMENT clients when those costs exceed the per visit rate established by DEPARTMENT through administrative rule. Enhanced Reimbursement payments may be available for the following health care service provided during the following visits in 2000:

- i. Fee-for-service visits when DEPARTMENT is the direct payer, and
- ii. Visits of any type (capitated or fee-for-service) where a DEPARTMENT subcontractor-managed care plan (MCO) is the payer.

b. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to reimburse OCHIN Costs. Specifically, DEPARTMENT agrees to reimburse for OCHIN

Costs that further State interests identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". Reimbursement will be made for OCHIN Costs attributable to serving DEPARTMENT clients. OCHIN Cost reimbursement may be available for OCHIN Costs arising from the January 1, 1999 through December 31, 2002.

c. DEPARTMENT will review for completeness and accuracy the invoices and other documentation that COUNTY has forwarded to it. When the review is complete, DEPARTMENT will process payment for the invoice(s). Subject to the remaining provisions of this subsection, Enhanced Reimbursement and OCHIN Cost reimbursements will occur within 30 days of DEPARTMENT's determination that payment is authorized pursuant to 45 CFR 95 subset A. DEPARTMENT will forward Enhanced Reimbursement directly to the participating FQHCs. DEPARTMENT will forward OCHIN Cost reimbursements directly to COUNTY.

d. DEPARTMENT will submit a claim to COUNTY for the State's Share of the Enhanced Reimbursement. This claim will identify the number of visits and relevant match rates.

e. DEPARTMENT will submit a claim to COUNTY for the State's Share of OCHIN payments. This claim will identify relevant match rates by expense category.

6. Audit Requirements

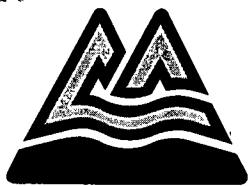
a. COUNTY shall cause all participating FQHCs to provide the State of Oregon, its Department of Human Services, and the federal government, including CMS, access to all invoices, reports, work papers and other documentation supporting requests for Enhanced Reimbursement. Such access shall be the same level of access for these items that is given to DEPARTMENT in the separate intergovernmental agreements between DEPARTMENT and participating FQHCs for services to DEPARTMENT clients.

b. If an audit causes a participating FQHC to reimburse DEPARTMENT for any portion of an Enhanced Reimbursement or OCHIN financial support to the FQHC under this Agreement, DEPARTMENT will reimburse COUNTY for the corresponding amount of the State's Share that COUNTY has reimbursed to DEPARTMENT for that portion of the Enhanced Reimbursement.

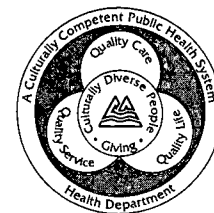
EXHIBIT B

APPLICABLE STATE PLAN PROVISIONS

Federally Qualified Health Centers (FQHC) services and other ambulatory services designated by the Secretary will be paid at 100% of reasonable costs. Reasonable cost will be determined by financial data provided to the Medical Assistance Program by FQHCs using a modified HCFA 222 Form. Reasonable cost determination will not exceed that which would have been determined by Medicare cost reimbursement principles. Payments will be based upon, and will cover, the reasonable costs of providing covered services to Medicaid beneficiaries. Interim payment rates will be established for each FQHC subject to reconciliation at the end of the cost reporting period.



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-13

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director *SS/CNF*
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310416 with Clackamas County

Recommendation/Action Requested: The Health Department recommends County Chair approval of contract # 0310416 with Clackamas County for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite Clackamas County's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish Clackamas County's reimbursement obligations toward Multnomah County.

Financial Impact: Multnomah County will reimburse OMAP for the "state share" of funds (approximately \$100,000) OMAP pays to all eligible FQHCs participating in the enhanced reimbursement process. Clackamas County will reimburse Multnomah County for the portion of the "state share" funds Multnomah County pays to OMAP that represent Clackamas County's share of the total amount paid. Multnomah County has sufficient funds available and authorized for expenditure to make the enhanced FQHC payments required under this agreement. Clackamas County has funds available and authorized for expenditure to make the payments required under this agreement.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0310416
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-13</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Health Department Division: Business Services Date: 01/02/2003
 Originator: Dan Kaplan Phone: x27574 Bldg/Rm: 106/14
 Contact: Darren Chilton Phone: x26207 Bldg/Rm: 106/14
 Description of Contract: Clackamas County will reimburse Multnomah County for their portion of the "state share" of funds Multnomah County pays to OMAP that represent Clackamas County's share of the total paid.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): n/a RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Clackamas County Health Department</u> Address <u>715 Center Street</u> <u>Oregon City, Oregon 97045</u> Phone <u>503-655-8430 (fax 503-655-8350)</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Employer ID# or SS# _____ Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>Requirements</u>	

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
(Class II Contracts Only) County Counsel <u>Katie Gault</u>	DATE <u>12/30/02</u>
County Chair <u>Chris May</u>	DATE <u>1-9-03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015				50190					
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC. - HD Program Manager, Finance, HD Payables/Receivables

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Clackamas County and Multnomah County, pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to establish the actions Multnomah County will take to expedite Clackamas County's participation in the Medicaid enhanced reimbursement process set forth in Contract #104502 between Multnomah County and the Oregon Medical Assistance Office (OMAP) (State Contract) and to establish Clackamas County's reimbursement obligations toward Multnomah County.

The parties agree as follows:

1. **TERM:** The term of this agreement shall be from January 1, 2003, to June 30, 2003.
2. **RESPONSIBILITIES OF CLACKAMAS COUNTY:** Under the State Contract (a copy of which is attached to this contract as Exhibit A and hereby incorporated by reference), Multnomah County will reimburse OMAP for the "state share" of funds OMAP pays to all eligible FQHCs participating in the enhanced reimbursement process. Clackamas County will reimburse Multnomah County for that portion of the "state share" funds Multnomah County pays to OMAP that represent Clackamas County's share of the total amount paid.
3. **RESPONSIBILITIES OF MULTNOMAH COUNTY:** Multnomah County, upon execution of this Intergovernmental Agreement, agrees to process Clackamas County's invoice as described in the State Contract and to reimburse OMAP for Clackamas County's share of the state share as part of the total state share paid to all FQHCs. Multnomah County will invoice Clackamas County for its state share paid by Multnomah County Health Department.
4. **TERMINATION:** This Agreement may be terminated by Multnomah County upon written notice to Clackamas County. This contract may be terminated by Clackamas County upon written notice to Multnomah County; provided, however, that Clackamas County may not terminate this contract after Multnomah County has invoiced OMAP for Clackamas County's share of the state share and before Clackamas County has reimbursed Multnomah County for this payment.
5. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of Clackamas County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend and hold harmless Clackamas County from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

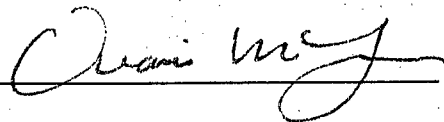
9. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT:** This Agreement, including Exhibit A, constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **CONSIDERATION:** Multnomah County has sufficient funds available and authorized for expenditure to make the enhance FQHC payments required under this Agreement. Clackamas County has funds available and authorized for expenditure to make the payments required under this agreement.

MULTNOMAH COUNTY, OREGON

By 

Title Multnomah County Chair

CLACKAMAS COUNTY, OREGON

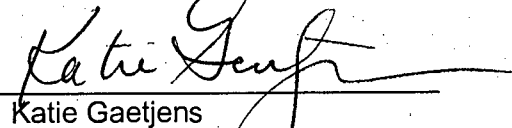
By _____

Title _____

Reviewed:

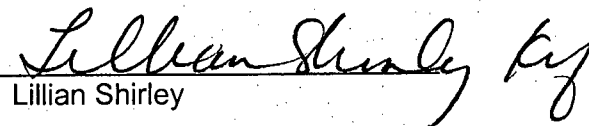
Approved as to form:

TOM SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
Katie Gaetjens

Title : Asst. County Attorney

Date : 12/30/02

By 
Lillian Shirley

Title : Health Department Director

Date : 12/30/02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between the State of Oregon acting by and through the Department of Human Services, Office of Medical Assistance Programs, hereinafter called DEPARTMENT, and Multnomah County acting by and through its Health Department, 1120 SW Fifth Ave, 14th Floor, Portland, OR 97204, hereinafter called COUNTY.

RECITALS

1. The purpose of this Agreement is to improve the financial viability of participating federally qualified health centers ("FQHCs") providing services to DEPARTMENT clients pursuant to a separate intergovernmental agreement with DEPARTMENT, by providing additional reimbursement ("Enhanced Reimbursement") to FQHCs for services provided to DEPARTMENT clients from January 1, 2000, and ending December 31, 2000, to the extent such retroactive Enhanced Reimbursement is available under federal law and procedure.
2. Under this Agreement, DEPARTMENT and COUNTY agree to make good faith efforts to obtain Enhanced Reimbursement for participating FQHCs. "Participating FQHCs" are health centers that are FQHCs on the effective date of this Agreement and that timely submit to COUNTY the documentation required under this Agreement, have submitted cost settlement reports for services to DEPARTMENT clients during 2000 and that remain eligible for payment according to 45 CFR 95 subpart A. The process by which participating FQHCs may request Enhanced Reimbursement is also described in this Agreement.
3. Under this Agreement, COUNTY may submit claims for payment for Medicaid costs associated with development and implementation of the Oregon Community Health Information Network (OCHIN). COUNTY is working with DEPARTMENT to improve the billing, financial reporting, and data management capacity of Oregon Safety Net Clinics, in support of State interests and goals identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". As further described in this Agreement, DEPARTMENT agrees to reimburse the Medicaid share of activities dedicated to the development and implementation of the OCHIN over the January 1999 to December 31 2003 period. The process by which

COUNTY documents and submits costs for payment is also described in this Agreement.

4. COUNTY is a FQHC and is deemed a participating FQHC for purposes of this Agreement. COUNTY intends to obtain from participating FQHCs the information required under this Agreement and to submit that information in the form of invoices to DEPARTMENT and to make the reimbursement to DEPARTMENT as required under this Agreement. COUNTY is the only participating FQHC that is a party to this Agreement.
5. DEPARTMENT intends to process invoices received from COUNTY pursuant to DEPARTMENT payment procedures used in the ordinary course of business. A participating FQHC's eligibility for Enhanced Reimbursement will be based upon 45 CFR 95, subpart A, and applicable federal and state law.
6. Any separate agreement or other legal relationship between County and any other participating FQHC is expressly not included within the scope of this Agreement.

The parties agree as follows:

1. TERM

This Agreement shall become effective on the date signed by all parties and shall expire, unless otherwise terminated or extended, on March 31, 2004. Expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or to any default or defect that has not been cured.

2. RESPONSIBILITIES OF THE PARTIES

The responsibilities to be assumed by each party to this Agreement are set forth in full in Exhibit A, Statement of Work.

3. CONSIDERATION

Enhanced Reimbursement provided under this Agreement shall be subject to the provisions of 42 USC 1396a(a)(13)(C), 45 CFR 95 subpart A for services provided to DEPARTMENT clients during 2000, and the applicable State Plan provision in Exhibit B, which is attached to and incorporated in this Agreement by reference. Enhanced Reimbursement shall not exceed the amounts specified in Exhibit A for

the term of this Agreement. The cumulative, maximum amount that DEPARTMENT will provide as Enhanced Reimbursement and for OCHIN Cost reimbursement under this Agreement shall not exceed forty million dollars (\$40,000,000.00).

DEPARTMENT has sufficient funds available and authorized for expenditure to make the Enhanced Reimbursement as required under this Agreement. COUNTY has funds available and authorized for expenditure to make the reimbursement to DEPARTMENT as required under this Agreement.

4. TERMINATION

This Agreement may be terminated by DEPARTMENT upon 30 days written notice to COUNTY's Agreement Administrator. DEPARTMENT may terminate this Agreement in whole or in part immediately upon notice to COUNTY if (a) Centers for Medicare and Medicaid Services ("CMS") reverses or modifies its approval of the applicable provision of the State Plan that is set forth in Exhibit B for any reason; or (b) Federal or State laws, regulation or guidelines are modified or interpreted in such a way that either the Enhanced Reimbursement or the financial support of OCHIN contemplated under this Agreement is prohibited or DEPARTMENT is prohibited from providing Enhanced Reimbursement or financial support of OCHIN from the planned funding source. COUNTY may terminate this Agreement at any time, without notice, provided, however, that it cannot be terminated by COUNTY between the time Enhanced Reimbursement or the OCHIN financial support is made to participating FQHCs by DEPARTMENT and the time COUNTY has made its reimbursement to DEPARTMENT as required under this Agreement.

5. INSURANCE

Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

6. ADHERENCE TO LAW

To the extent applicable to each party, the party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320. Contractor

shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper and recyclable products as contemplated under ORS 279.555.

7. NON-DISCRIMINATION

To the extent applicable to each party, the party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

8. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the others which are related to this Agreement for the purpose of examination, copying and audit, unless such access is otherwise limited by law.

9. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

10. MERGER CLAUSE; WAIVER

This Agreement and attached Exhibits constitute the entire agreement between the parties on its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The following listed Exhibits are attached and incorporated into this Agreement by reference:

Exhibit A: Statement of Work

Exhibit B: Applicable State Plan Provision

There are no other Agreement documents that are a part of this Agreement unless specifically referenced and incorporated in this Agreement.

11. **THIRD PARTY BENEFICIARIES**

DEPARTMENT and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. **AGREEMENT ADMINISTRATORS**

The DEPARTMENT employee assigned to monitor Agreement compliance, authorize Enhances Reimbursement and OCHIN payment and act as DEPARTMENT's Agreement Administrator for this Agreement is:

Kathy Loretz, PPS Assistant Manager
Office of Medical Assistance Programs
500 Summer Street NE, 3rd Floor
Salem, OR 97310-1014

The COUNTY employee assigned to act as COUNTY's Agreement Administrator for this Agreement is:

Michael Martin, Health Services Specialist
Multnomah County Health Department
1120 SW Fifth Avenue, 14th Floor
Portland, OR 97204

SIGNATURES:

COUNTY

Administrator/Delegate

Date

Reviewed as to form:

By: _____

Tom Sponsler, County Attorney
for Multnomah County

Date

DEPARTMENT

Administrator/Delegate

Date

APPROVED as to LEGAL SUFFICIENCY:

approved for legal sufficiency by mary.schnabel-bray@doj.state.or.us
via email 12/18/2002

REVIEWED:

DHS Contracts Coordinator

Date

Program Unit

Date

EXHIBIT A

STATEMENT of WORK

1. GENERAL PROVISIONS

a. The parties acknowledge that the availability of any funds for Enhanced Reimbursement to participating FQHCs is contingent on COUNTY's submission of requests for Enhanced Reimbursement to DEPARTMENT as required under this Agreement and within the time periods allowed under 45 CFR 95 subpart A.

b. Enhanced Reimbursement is only available to FQHCs that are FQHCs on the effective date of this Agreement and that do the following: (i) submit timely documentation to COUNTY as required under this Agreement and (ii) have cost settlement reports for services to DEPARTMENT clients during 2000 that remain eligible for payment according to 45 CFR 95 Subpart A. The FQHC designation and the definition of a visit is specified in the April 1, 1995, DEPARTMENT FQHC Billing and Procedures Guide ("Billing Guide"), which is incorporated into this Agreement by reference.

c. Enhanced Reimbursement will be available on a per-visit basis and will apply only to visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000, and that remain eligible for payment according to 45 CFR 95, subpart A, as allowed under the Billing Guide. Costs associated with out-stationed eligibility workers are beyond the scope of this Agreement and will continue to be reimbursed separately.

d. Reimbursement of expenses related to OCHIN development and implementation ("OCHIN Costs") will be made by the DEPARTMENT to COUNTY for OCHIN Costs reasonably allocated to the Medicaid Program, contingent on COUNTY's submission of cost reports. These OCHIN Costs may be incurred by COUNTY, or other health service entities serving DEPARTMENT clients. COUNTY will assure that no OCHIN Costs claimed under this section of this Agreement are included in any other request for reimbursement from the DEPARTMENT. Reimbursement of OCHIN Costs under this Agreement is for OCHIN start-up costs only. DEPARTMENT will not reimburse for OCHIN system maintenance costs under this agreement. The OCHIN system start up costs incurred by COUNTY or other health service entities serving DEPARTMENT clients shall not be included in future cost reports submitted by COUNTY to DEPARTMENT for the purpose of adjusting prospective OCHIN Cost reimbursement rates, and prospective OCHIN Cost reimbursement rates to COUNTY and other health service entities serving

DEPARTMENT clients will not be adjusted as a result of the increase of OCHIN system maintenance costs.

2. Participating FQHC Obligations:

a. A participating FQHC may request Enhanced Reimbursement for all or part of visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000 (the "Year"), as allowed under the Billing Guide. The FQHC may break up requests for Enhanced Reimbursement for visits during the Year to coincide with the FQHC's fiscal year cost statements. Accordingly, the maximum number of requests for Enhanced Reimbursement that any one FQHC may make is two.

b. A participating FQHC must submit to COUNTY (a) cost report(s) covering the billing period, as specified under the Billing Guide, including the required time lines. This Agreement does not alter the DEPARTMENT-FQHC settlement process applicable to such cost reports except as expressly provided herein.

c. To apply for Enhanced Reimbursement, the FQHC must submit an invoice to COUNTY on clinic letterhead, signed by the Executive Director or Chief Financial Officer. To determine the Enhanced Reimbursement request amount to include in an invoice, the FQHC shall take the following steps:

- (i) Identify the total number of DEPARTMENT visits: Total number of visits includes all visits provided to all DEPARTMENT clients (regardless of whether DEPARTMENT or an MCO paid for the services) during the Year's billing period. If possible, the visits should be divided into family planning visits, general medical visits, and CHIP-Medicaid visits. This count will be referred to as "Visits."

FQHCs are required to report the same number of fee for service encounters during the Year's billing period as was determined in the cost settlement. Managed care encounters reported during the Year's billing period must reconcile back to the FQHC's detail reports.

- (ii) Identify the all-inclusive rate for visits during the Year's billing period: The source of the all-inclusive rate is the Medicaid cost report. The rate is before any adjustments to reflect the Medicaid per-visit limit that applied during the Year. If the FQHC's fiscal

year is other than January 1, the rate may be established by taking the two rates from the two cost reports covering the applicable calendar year (e.g. 2000), multiplying each rate by the number of months the rate applied, adding the results and dividing by twelve.

- (iii) Identify cost per visit and total Medicaid costs: **Example:** Clinic A has a fiscal year beginning November 1. Clinic A has an all-inclusive rate, excluding out-stationing, of \$120 for the November 1, 1999, fiscal year, and a rate of \$129 for the November 1, 2000, fiscal year. The invoice rate will be \$121.50 (10 months X \$120 + 2 months X \$129) / 12 months). This result indicates the total Medicaid costs.

Example: Clinic B has a fiscal year beginning July 1. Clinic B has an all-inclusive rate, excluding out-stationing, of \$115 for the July 1, 1999, fiscal year. Clinic B is billing at this time for the first two quarters of calendar 2000. Clinic B will bill visits occurring between January 1, 2000, and June 30, 2000, at \$115. The total Medicaid costs for that billing period will equal the number of visits occurring between January 1, 2000, and June 30, 2000 multiplied by \$115.

- (iv) Add all payments received for visits provided during the Year's billing period from all sources. Payment types include open-card, capitation, fee-for-service payments, etc. Payment sources include DEPARTMENT, Medicare, commercial insurance, Care Oregon, etc. If a payment covers an alternate fiscal period (e.g., a cost report settlement payment for October 1999 through March 2000), match the timing. This total is referred to as "total Medicaid payments" for the Year's billing period.

Payment from all sources must be detailed and reconcilable back to provider source documents. Fee for service payments must reconcile to cost settlement amounts.

Costs must match scope of service. If the cost per visit does not include pharmacy, for example, exclude payments for pharmacy from this calculation.

- (v) Subtract total Medicaid payments from total Medicaid costs. This is the amount that a participating FQHC may include in an invoice, subject to any limitations under Section 3(b) of this Statement of Work.
- (vi) FQHCs must submit invoices to COUNTY in the following manner:

Submit invoices to:

Michael Martin
Multnomah County Health Department
1120 SW Fifth Ave, 14th Floor
Portland, OR 97204

All invoices for year 2000 must be received by COUNTY no later than the close of business, February 28, 2003, to create an opportunity for year 2000 Enhanced Reimbursement payment.

All invoices must include an itemized list of participating FQHC's providers, the FQHC provider number, the FQHC tax ID number, the billing period for year 2000, a complete list of MCO's or any other Title XIX payment source that made payment during the year 2000 billing period, and a contact name and telephone number.

Invoices must include copies of the relevant DEPARTMENT cost reports as filed, DEPARTMENT reconciliation letters, the applicable 1999 and 2000 UDS report, and the visit rate calculation page from relevant Medicaid cost statements.

3. Development of FQHC Billing and Data Management Capacity

- a. To apply for OCHIN Cost reimbursement, COUNTY must submit an invoice to DEPARTMENT on Health Department letterhead, signed by the Health Department's Executive Director or Chief Financial Officer. To determine the OCHIN Cost reimbursement request amount to include in an invoice, COUNTY shall take the following steps and shall include the resulting information in each invoice:

- (i) Identify the total cost associated with the OCHIN project incurred between January 1, 1999 and December 31, 2003, in the following categories: Statewide network development; management information system selection and installation; local systems transition costs; and application development specific to Medicaid required functionality (e.g., FQHC reimbursement).
- (ii) Identify the source of these costs – individual FQHC, COUNTY, CareOregon, State.
- (iii) Within these categories and sources, allocate costs to Medicaid and non-Medicaid use. The bases for allocation must be clearly indicated and sourced, and must be reasonable in their application. If no other basis is available, the number of Medicaid visits / Total visits will be used to determine the percent of OCHIN Costs to be allocated to Medicaid.
- (iv) The total of the OCHIN Costs allocated to Medicaid is the total amount of the invoice.

4. COUNTY Obligations:

a. COUNTY shall cause all participating FQHCs to comply with the requirements of Section 2, above.

b. COUNTY shall collect and forward to DEPARTMENT by the following dates all subject invoices COUNTY has received from participating FQHCs: (i) for privately-owned participating FQHCs, by 5:00 p.m. on April 1, 2003; and (ii) for Clackamas County and Tillamook County as participating FQHCs, by the later of 5:00 p.m. on April 1, 2003, or by 5:00 p.m. on the date an agreement for reimbursement of the State's Share is fully executed between COUNTY and Clackamas County or Tillamook County, as applicable. These invoices must comply with the requirements of Section 2, above and are subject to the following limitation:

COUNTY will limit the effective total per-visit reimbursement to a FQHC from all sources, including Enhanced Reimbursement provided by this Agreement, to the total per-visit reimbursement realized by COUNTY.

c. COUNTY shall reimburse DEPARTMENT for the State's share of Enhanced Reimbursement payments made to FQHCs under this Agreement ("State's Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's Share. The State's Share of Enhanced Reimbursement payments varies depending on eligibility of the client being served and the services rendered and is

determined by the Centers for Medicare and Medicaid Services. For purposes of this Agreement, the State's Share of Enhanced Reimbursement payments is the percentage that has been determined by the Center for Medicare and Medicaid Services, published in the Federal Register, and that is in effect on the date of DEPARTMENT's claim for reimbursement to COUNTY.. All reimbursements by COUNTY to DEPARTMENT for the State's Share of the Enhanced Reimbursement shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

d. COUNTY will forward to DEPARTMENT by January 31, 2004 an invoice for OCHIN Costs attributable to Medicaid . This invoice must comply with the requirements of Section 2 and Section 3, above.

e. COUNTY shall reimburse DEPARTMENT for the State's share of OCHIN Costs under this Agreement ("State's Ochin Cost Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's OCHIN Cost Share. For purposes of this Agreement, the State's OCHIN Cost Share is fifty percent (50%) of the amount identified in COUNTY's invoice as: local systems transition costs and application development specific to Medicaid required functionality, and statewide network development and management information system selection and installation. All reimbursements by COUNTY to DEPARTMENT for the State's OCHIN Cost Share shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

5. DEPARTMENT Obligations:

a. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to pay Enhanced Reimbursement to participating FQHCs for the reimbursable costs for health care services provided to DEPARTMENT clients when those costs exceed the per visit rate established by DEPARTMENT through administrative rule. Enhanced Reimbursement payments may be available for the following health care service provided during the following visits in 2000:

- i. Fee-for-service visits when DEPARTMENT is the direct payer, and
- ii. Visits of any type (capitated or fee-for-service) where a DEPARTMENT subcontractor-managed care plan (MCO) is the payer.

b. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to reimburse OCHIN Costs. Specifically, DEPARTMENT agrees to reimburse for OCHIN

Costs that further State interests identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". Reimbursement will be made for OCHIN Costs attributable to serving DEPARTMENT clients. OCHIN Cost reimbursement may be available for OCHIN Costs arising from the January 1, 1999 through December 31, 2002.

c. DEPARTMENT will review for completeness and accuracy the invoices and other documentation that COUNTY has forwarded to it. When the review is complete, DEPARTMENT will process payment for the invoice(s). Subject to the remaining provisions of this subsection, Enhanced Reimbursement and OCHIN Cost reimbursements will occur within 30 days of DEPARTMENT's determination that payment is authorized pursuant to 45 CFR 95 subset A. DEPARTMENT will forward Enhanced Reimbursement directly to the participating FQHCs. DEPARTMENT will forward OCHIN Cost reimbursements directly to COUNTY.

d. DEPARTMENT will submit a claim to COUNTY for the State's Share of the Enhanced Reimbursement. This claim will identify the number of visits and relevant match rates.

e. DEPARTMENT will submit a claim to COUNTY for the State's Share of OCHIN payments. This claim will identify relevant match rates by expense category.

6. Audit Requirements

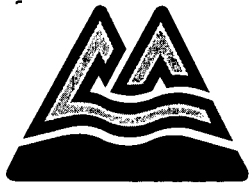
a. COUNTY shall cause all participating FQHCs to provide the State of Oregon, its Department of Human Services, and the federal government, including CMS, access to all invoices, reports, work papers and other documentation supporting requests for Enhanced Reimbursement. Such access shall be the same level of access for these items that is given to DEPARTMENT in the separate intergovernmental agreements between DEPARTMENT and participating FQHCs for services to DEPARTMENT clients.

b. If an audit causes a participating FQHC to reimburse DEPARTMENT for any portion of an Enhanced Reimbursement or OCHIN financial support to the FQHC under this Agreement, DEPARTMENT will reimburse COUNTY for the corresponding amount of the State's Share that COUNTY has reimbursed to DEPARTMENT for that portion of the Enhanced Reimbursement.

EXHIBIT B

APPLICABLE STATE PLAN PROVISIONS

Federally Qualified Health Centers (FQHC) services and other ambulatory services designated by the Secretary will be paid at 100% of reasonable costs. Reasonable cost will be determined by financial data provided to the Medical Assistance Program by FQHCs using a modified HCFA 222 Form. Reasonable cost determination will not exceed that which would have been determined by Medicare cost reimbursement principles. Payments will be based upon, and will cover, the reasonable costs of providing covered services to Medicaid beneficiaries. Interim payment rates will be established for each FQHC subject to reconciliation at the end of the cost reporting period.



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
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BOARD OF COUNTY COMMISSIONERS

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MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-14

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director *JS/CNF*
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310417, Klamath Open Door Clinic

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310417
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-14</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Health Department Division: Business Services Date: 01/09/03
 Originator: Michael Martin Phone: 26145 Bldg/Rm: 106/14
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract:
Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Klamath Open Door Clinic</u> Address <u>3810 S Sixth St</u> <u>Klamath Falls, OR 97603</u> Phone <u>(541) 851-8110</u> Employer ID# or SS# <u>93-1230233</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ <u>Requirements</u> <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

REQUIRED SIGNATURES:

Department Manager <u><i>William Shirley Jay</i></u>	DATE <u>12/30/02</u>
Purchasing Manager <u><i>Katie Gelfand</i></u>	DATE _____
County Attorney <u><i>David L...</i></u>	DATE <u>12/30/02</u>
County Chair <u><i>David L...</i></u>	DATE <u>1/9/03</u>
Sheriff _____	DATE _____
Contract Administration <u><i>David L...</i></u>	DATE <u>1/9/03</u>

(Class I, Class II Contracts only)

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

CONTRACT REQUISITION REQUEST FORM

C310417

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: Klamath Open Door Clinic
Address: 3810 S Sixth St
Klamath Falls, OR 97603
Phone: (541) 851-8110 x7123 **Fax:** (541) 851-8114
Contact Person: Brian Harris **Title:** Director
E-mail Address: otis@kfalls.net **Tax ID:** 93-1230233

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ **GL** 409200 **WBS Elements** See below

☐ **Cost Center** 409200
☐ **Cost Element** 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Klamath Open Door Clinic (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF Klamath Open Door Clinic.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. Klamath Open Door Clinic must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to Klamath Open Door Clinic. This agreement may be terminated by Klamath Open Door Clinic upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

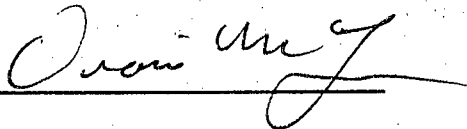
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

By



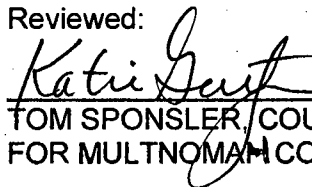
By Brian Harris

Title

Multnomah County Chair

Title Director

Reviewed:

 12/31/02
TOM SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-14 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
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BOARD OF COUNTY COMMISSIONERS
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SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-15

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310418; La Clinica del Valle

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 0310418
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-15</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK

Department: Health Department Division: Business Services Date: 01/09/03
 Originator: Michael Martin Phone: 26145 Bldg/Rm: 106/14
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract:
 Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESF ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>La Clinica del Valle</u>	Remittance address _____
Address <u>3617 S Pacific Hwy</u>	(If different) _____
<u>Medford, OR 97501</u>	
Phone <u>(541) 512-3152</u>	Payment Schedule / Terms
Employer ID# or SS# <u>94-3096772</u>	<input checked="" type="checkbox"/> Lump Sum \$ _____ Requirements <input type="checkbox"/> Due on Receipt
Effective Date <u>January 1, 2003</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2003</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>Requirements</u>	
Total Amt of Previous Amendments \$ <u>N/A</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Amount of Amendment \$ <u>N/A</u>	
Total Amount of Agreement \$ <u>Requirements</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager Lillian Shirley / cry

DATE 12/30/02

Purchasing Manager _____

DATE _____

(Class II Contracts Only) County Attorney Kate Garfield

DATE 12/30/02

County Chair Cecilia Jones

DATE 1-8-03

Sheriff _____

DATE _____

Contract Administration _____

DATE _____

(Class I, Class II Contracts only)

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

03/04/18

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: La Clinica del Valle
Address: 3617 S Pacific Hwy
Medford, OR 97501
Phone: (541) 512-3152 Fax: (541) 535-4377
Contact Person: Brenda Johnson Title: Executive Director
E-mail Address: bjohnson@lcdv.org Tax ID: 94-3096772

2. PROGRAM INFORMATION

Program Manager: Mike Martin Extension: 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 End Date: 30 June 2003 Expense: ☐ Revenue: ☒

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between La Clinica del Valle (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF La Clinica del Valle.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. La Clinica del Valle must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to La Clinica del Valle. This agreement may be terminated by La Clinica del Valle upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

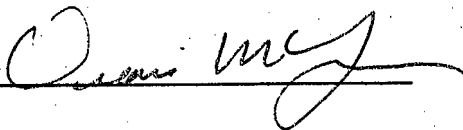
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

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12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

By 

Title Multnomah County Chair

By Brenda Johnson

Title Executive Director

Reviewed

 6/30/02
TOM SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
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LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

MEMORANDUM

C-16

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director *SS/KMF*
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310419; La Clinica del Carino

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310419

Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-16</u> DATE <u>01/09/03</u> DEB BOGSTAD, BOARD CLERK </div>

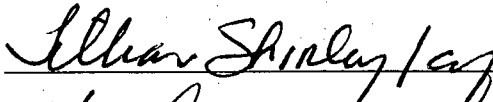
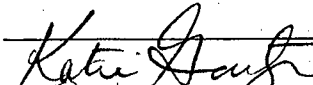
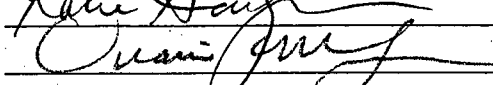
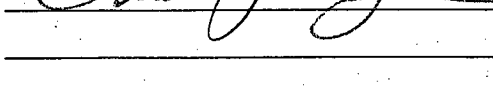
Department: Health Department Division: Business Services Date: 01/09/03
 Originator: Michael Martin Phone: 26145 Bldg/Rm: 106/14
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract:
 Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>La Clinica del Carino</u> Address <u>849 Pacific Ave</u> <u>Hood River, OR 97031</u> Phone <u>(541) 386-6380</u> Employer ID# or SS# <u>93-0910794</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ <u>Requirements</u> <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

REQUIRED SIGNATURES:

Department Manager		DATE	<u>12/30/02</u>
Purchasing Manager		DATE	_____
County Attorney		DATE	<u>12/30/02</u>
County Chair		DATE	<u>1-9-03</u>
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

(Class I, Class II Contracts only)

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

0310419

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: La Clinica del Carino
Address: 849 Pacific Ave
Hood River, OR 97031
Phone: (541) 386-6380 **Fax:** (541) 386-1078
Contact Person: Barbara Archer **Title:** Executive Director
E-mail Address: barcher@chno.org **Tax ID:** 93-0910794

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ **GL** 409200 **WBS Elements** See below

☐ **Cost Center** 409200
☐ **Cost Element** 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between La Clinica del Carino (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF La Clinica del Carino.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. La Clinica del Carino must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to La Clinica del Carino. This agreement may be terminated by La Clinica del Carino upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

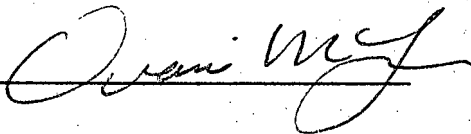
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

By



Title Multnomah County Chair

By Barbara Archer

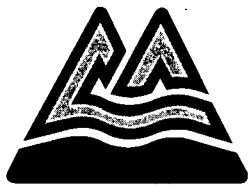
Title Executive Director

Reviewed:

 12/30/02
TOM SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-16 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-17

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310420; NARA Indian Health Clinic

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310420
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-17</u> DATE <u>01.09.03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: <u>Health Department</u>	Division: <u>Business Services</u>	Date: <u>01/09/03</u>
Originator: <u>Michael Martin</u>	Phone: <u>26145</u>	Bldg/Rm: <u>106/14</u>
Contact: <u>G. Jean Thomas</u>	Phone: <u>27158</u>	Bldg/Rm: <u>106/14</u>

Description of Contract:
Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____

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

Contractor <u>NARA Indian Health Clinic</u> Address <u>17645 NW St Helens Hwy</u> <u>Portland, OR 97231</u> Phone <u>(503) 621-1069</u> Employer ID# or SS# _____ Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ <u>Requirements</u> <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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REQUIRED SIGNATURES:

Department Manager <u><i>Sullivan Shirley / ay</i></u>	DATE <u>12/30/02</u>
Purchasing Manager _____	DATE _____
County Attorney <u><i>Katie Huff</i></u>	DATE <u>12/30/02</u>
County Chair <u><i>Amiee</i></u>	DATE <u>01.09.03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

Rev. 12/19/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

0310420

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: NARA Indian Health Clinic
Address: 17645 NW St Helens Hwy
Portland, OR 97231
Phone: (503) 621-1069 **Fax:** (503) 621-0200
Contact Person: Jackie Mercer **Title:** Executive Director
E-mail Address: Narajam@aol.com **Tax ID:**

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between NARA Indian Health Clinic (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF NARA Indian Health Clinic.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. NARA Indian Health Clinic must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to NARA Indian Health Clinic. This agreement may be terminated by NARA Indian Health Clinic upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

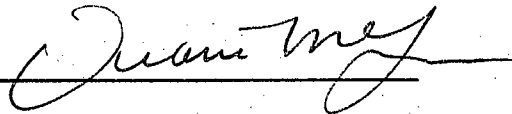
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

By

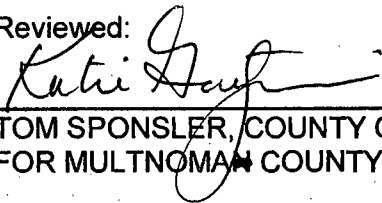


Title Multnomah County Chair

By Jackie Mercer

Title Executive Director

Reviewed:

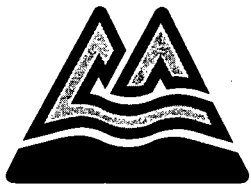


6/30/02

TOM SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-17 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS

DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-18

MEMORANDUM

Date: January 9, 2003

To: Diane M. Linn, Multnomah County Chair

Via: Lillian Shirley, Health Department Director

From: Dan Kaplan, Business Services Division Director

Subject: Contract # 0310421; Siskiyou Community Health Center

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310421
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-18</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Health Department Division: Business Services Date: 01/09/03
 Originator: Michael Martin Phone: 26145 Bldg/Rm: 106/14
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract:
Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Siskiyou Community Health Center</u> Address <u>1215 NE 7th Street, Suite E</u> <u>Grants Pass, OR 97526</u> Phone <u>(541) 955-6053</u> Employer ID# or SS# <u>93-0628804</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ <u>Requirements</u> <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

REQUIRED SIGNATURES:

Department Manager Silvan Shirley 10/2 DATE 12/30/02
 Purchasing Manager Katie DeJ DATE 12/30/02
 (Class II Contracts Only) County Attorney Debra Guey DATE 1-9-03
 County Chair _____ DATE _____
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

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

CONTRACT REQUISITION REQUEST FORM

0240x21

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: Siskiyou Community Health Center
Address: 1215 NE 7th Street, Suite E
Grants Pass, OR 97526
Phone: (541) 955-6053 **Fax:** (541) 471-9242
Contact Person: Susan Scheufele **Title:** Director
E-mail Address: jgillyatt@siskiyou-chc.com **Tax ID:** 93-0628804

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Siskiyou Community Health Center (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF Siskiyou Community Health Center.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. Siskiyou Community Health Center must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to Siskiyou Community Health Center. This agreement may be terminated by Siskiyou Community Health Center upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

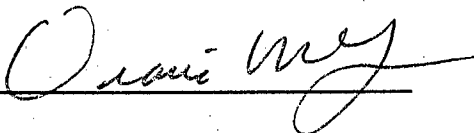
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

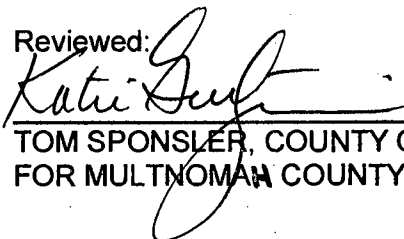
By 

Title Multnomah County Chair

By Susan Scheufele

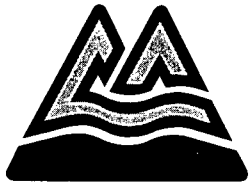
Title Director

Reviewed:

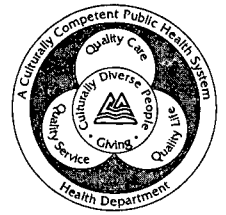
 12/30/02
TOM SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-18 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-19

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310422; Umpqua Community Health Center

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310422
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue </div> <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue </div> <div style="text-align: center; margin-top: 20px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-19</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Health Department Division: Business Services Date: 01/09/03
 Originator: Michael Martin Phone: 26145 Bldg/Rm: 106/14
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract:
 Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Umpqua Community Health Center</u> Address <u>544 W Umpqua St, Ste 206</u> <u>Roseburg, OR 97470</u> Phone <u>(541) 464-2709</u> Employer ID# or SS# <u>93-1070304</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ <u>Requirements</u> <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

REQUIRED SIGNATURES:

Department Manager <u>Lillian Shively / az</u>	DATE <u>12/30/02</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Latin Gault</u>	DATE <u>12/30/02</u>
County Chair <u>Chris Jones</u>	DATE <u>1-9-03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

0310422

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: Umpqua Community Health Center
Address: 544 W Umpqua St, Ste 206
Roseburg, OR 97470
Phone: (541) 464-2709 **Fax:** (541) 464-3519
Contact Person: Linda Mullins **Title:** Executive Director
E-mail Address: mullinsuchc@mcsi.net **Tax ID:** 93-1070304

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Umpqua Community Health Center (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF Umpqua Community Health Center.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. Umpqua Community Health Center must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to Umpqua Community Health Center. This agreement may be terminated by Umpqua Community Health Center upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

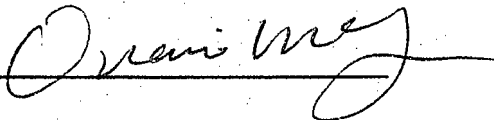
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

By




Title Multnomah County Chair

By Linda Mullins

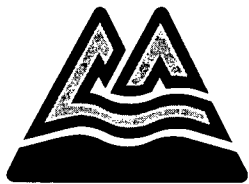
Title Executive Director

Reviewed:

 12/30/02
TOM SPENSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-19 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-20

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director *SS/CNF*
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310423; Valley Family Health Services

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310423
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; margin-top: 20px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS NDA # <u>C-20</u> DATE <u>01.09.03</u> DEB BOGOTAI, BOARD CLERK </div>

Department: <u>Health Department</u>	Division: <u>Business Services</u>	Date: <u>01/09/03</u>
Originator: <u>Michael Martin</u>	Phone: <u>26145</u>	Bldg/Rm: <u>106/14</u>
Contact: <u>G. Jean Thomas</u>	Phone: <u>27158</u>	Bldg/Rm: <u>106/14</u>

Description of Contract:
Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____

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

Contractor <u>Valley Family Health Center</u> Address <u>1441 NE 10th Avenue</u> <u>Payette, ID 83661</u> Phone <u>(208) 642-9376</u> Employer ID# or SS# <u>82-0371383</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ _____ Requirements <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Amount \$ _____ Requirements Total Amt of Previous Amendments \$ _____ N/A Amount of Amendment \$ _____ N/A Total Amount of Agreement \$ _____ Requirements	

REQUIRED SIGNATURES:

Department Manager

Lillian Shively / org

DATE 12/30/02

Purchasing Manager

Kate Gentry

DATE _____

(Class II Contracts Only)

County Attorney

DATE 12/30/02

County Chair

Chris Jones

DATE 1.9.03

Sheriff

DATE _____

Contract Administration

(Class I, Class II Contracts only)

DATE _____

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC. - HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

03/04/23

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: Valley Family Health Services
Address: 1441 NE 10th Avenue
Payette, ID 83661
Phone: (208) 642-9376 **Fax:** (208) 642-9598
Contact Person: Hugh Phillips **Title:** Executive Director
E-mail Address: hpvfhc@hotmail.com **Tax ID:** 82-0371383

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area

☐

GL 409200

Cost Center 409200

☐

Cost Element 50235

☐

WBS Elements See below

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Valley Family Health Services (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF Valley Family Health Services.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. Valley Family Health Services must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to Valley Family Health Services. This agreement may be terminated by Valley Family Health Services upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

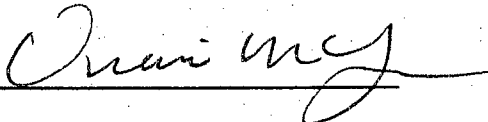
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

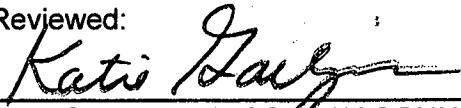
By 

Title Multnomah County Chair

By Hugh Phillips

Title Executive Director

Reviewed:

 12/30/02
TOM SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-20 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-21

MEMORANDUM

Date: January 9, 2003

To: Diane M. Linn, Multnomah County Chair

Via: Lillian Shirley, Health Department Director *SS/Cut*

From: Dan Kaplan, Business Services Division Director

Subject: Contract # 0310424; Virginia Garcia Memorial Health Center

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310424
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; margin-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS MINDA # <u>C-21</u> DATE <u>01-09-03</u> P.E. BOGSTAR, BOARD CLERK </div>

Department: <u>Health Department</u>	Division: <u>Business Services</u>	Date: <u>01/09/03</u>
Originator: <u>Michael Martin</u>	Phone: <u>26145</u>	Bldg/Rm: <u>106/14</u>
Contact: <u>G. Jean Thomas</u>	Phone: <u>27158</u>	Bldg/Rm: <u>106/14</u>

Description of Contract:
Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____

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

Contractor <u>Virginia Garcia Memorial Health Center</u> Address <u>PO Box 567</u> <u>Cornelius, OR 97113</u> Phone <u>(503) 359-8503</u> Employer ID# or SS# <u>93-0717997</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Requirements <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	

REQUIRED SIGNATURES:

Department Manager <u>Lillian Shirley / Kay</u>	DATE <u>12/30/02</u>
Purchasing Manager <u>Katie Gault</u>	DATE _____
County Attorney <u>C. Jones</u>	DATE <u>12/30/02</u>
County Chair _____	DATE <u>1-9-03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

0310424

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: Virginia Garcia Memorial Health Center
Address: PO Box 567
Cornelius, OR 97113
Phone: (503) 359-8503 **Fax:** (503) 359-8532
Contact Person: Gil Munoz **Title:** Director
E-mail Address: gmunoz@chno.org **Tax ID:** 93-0717997

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Virgina Garcia Memorial Health Center (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF Virgina Garcia Memorial Health Center.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. Virgina Garcia Memorial Health Center must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to Virgina Garcia Memorial Health Center. This agreement may be terminated by Virgina Garcia Memorial Health Center upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

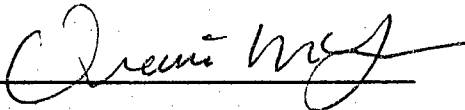
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

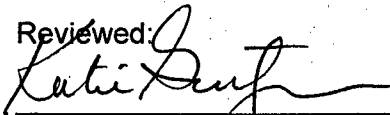
By 

Title Multnomah County Chair

By Gil Munoz

Title Director

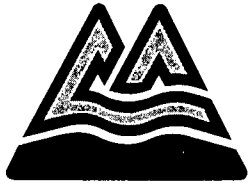
Reviewed:

 1/23/02

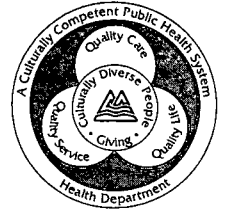
TOM SPENSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-21 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-22

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310425; West Salem Clinic

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0310425

Amendment #:

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue </div> <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue </div> <div style="text-align: center; margin-top: 20px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS Agenda # <u>C-22</u> DATE <u>01-09-03</u> OLD CLERK / NEW CLERK </div>

Department: Health Department

Division: Business Services

Date: 01/09/03

Originator: Michael Martin

Phone: 26145

Bldg/Rm: 106/14

Contact: G. Jean Thomas

Phone: 27158

Bldg/Rm: 106/14

Description of Contract:

Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____

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

Contractor <u>West Salem Clinic</u> Address <u>150 Kingwood Ave NW</u> <u>Salem, OR 97301</u> Phone <u>(503) 315-7531</u> Employer ID# or SS# <u>93-0605570</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ _____ Requirements <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 Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES:

Department Manager

Lillian Shirley

DATE 12/30/02

Purchasing Manager

Katie

DATE _____

(Class II Contracts Only)

County Attorney

Dean

DATE 12/30/02

County Chair

DATE 1-09-03

Sheriff

DATE _____

Contract Administration

(Class I, Class II Contracts only)

DATE _____

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

0310425

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: West Salem Clinic
Address: 150 Kingwood Ave NW 97304
Salem, OR 97301
Phone: (503) 315-7531 **Fax:** (503) 315-7564
Contact Person: Lynn Martin **Title:** Project Director
E-mail Address: lynnm@wsc.mvipa.org **Tax ID:** 93-0605570

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between West Salem Clinic (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF West Salem Clinic.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. West Salem Clinic must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to West Salem Clinic. This agreement may be terminated by West Salem Clinic upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

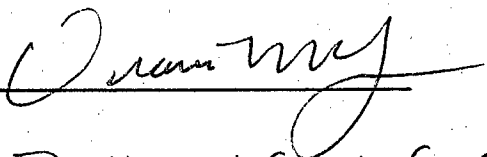
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

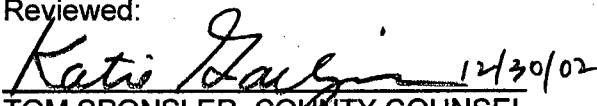
By 

Title Multnomah County Chair

By _____

Title _____

Reviewed:

 12/30/02
TOM SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-22 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-23

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director *SS/cnf*
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310426; Yakima Valley Farmworkers Clinic

Recommendation/Action Requested: The Health Department recommends County Chair approval of agreements with Non-Profit Health Centers for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite the Non-Profit Health Center's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish the Non-Profit Health Center's obligations for management fees of Multnomah County.

Financial Impact: The Non-Profit Health Center will pay Multnomah County a management fee of nineteen and one half percent of the total enhanced reimbursement that they receive due to the management of the OMAP contracts and invoicing process by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 0310426
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; margin-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-23</u> DATE <u>01-09-03</u> DEB BOGGS, BOARD CLERK </div>

Department: <u>Health Department</u>	Division: <u>Business Services</u>	Date: <u>01/09/03</u>
Originator: <u>Michael Martin</u>	Phone: <u>26145</u>	Bldg/Rm: <u>106/14</u>
Contact: <u>G. Jean Thomas</u>	Phone: <u>27158</u>	Bldg/Rm: <u>106/14</u>

Description of Contract:
Health Center will pay management fee to Multnomah County for OMAP contract administration

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____

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

Contractor <u>Yakima Valley Farmworkers Clinic</u> Address <u>PO Box 190</u> <u>Toppenish, WA 98948</u> Phone <u>(509) 865-5898</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ _____ Requirements <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Employer ID# or SS# <u>91-1019392</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>N/A</u> Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>Requirements</u>	

REQUIRED SIGNATURES:

Department Manager <u>Lillian Shanley Kay</u>	DATE <u>12/30/02</u>
Purchasing Manager <u>Katie Gault</u>	DATE _____
County Attorney <u>Chris Jones</u>	DATE <u>12/30/02</u>
County Chair _____	DATE <u>1-9-03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC. - HD Program Manager, Finance, HD Payables/Receivables

CONTRACT REQUISITION REQUEST FORM

03/04/26

1. CONTRACTOR INFORMATION (RENEWAL/REVENUE/IGAs)

Name: Yakima Valley Farm Workers Clinic
Address: PO Box 190
Toppenish, WA 98948
Phone: (509) 865-5898 **Fax:** (509) 865-4337
Contact Person: Juan Carlos Olivares **Title:** Executive Director
E-mail Address: carlos@yvfwc.org **Tax ID:** 91-1019392

2. PROGRAM INFORMATION

Program Manager: Mike Martin **Extension:** 26145

3. CONTRACT INFORMATION

Start Date: 1 Jan 2003 **End Date:** 30 June 2003 **Expense:** ☐ **Revenue:** x

Total Dollar Amount: variable

Source of Funds:

Payment Terms:

Cost Reimbursement ☐ Requirements

Account Assignment:

Business Area ☐ GL 409200 WBS Elements See below
☐ Cost Center 409200
☐ Cost Element 50235 ☐

Services: Please attach a description. Contract Management Fee

Service Master Code	Unit	Net Price	Quantity	Total

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Yakima Valley Farm Workers Clinic (Health Center) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fully reimburse the County for time, expenses, and risk associated with the negotiation, facilitation, staffing, and guaranteeing the finances of retroactive enhanced Federally Qualified Health Center (FQHC) payments for Oregon FQHC Clinics.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2003 to June 30, 2003. This agreement may be renewed for an additional six months if both parties agree.
2. **RESPONSIBILITIES OF Yakima Valley Farm Workers Clinic.** The Health Center agrees to pay the management fee of 19.5% (nineteen and one half percent) of the amount of retroactive, enhanced FQHC cost reimbursement settlements collected through the invoicing process managed by Multnomah County Health Department. Yakima Valley Farm Workers Clinic must pay the management fee to the County within thirty days of receipt of its enhanced FQHC cost reimbursement settlements.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to negotiate with the state on the Health Center's behalf to contract for full cost-based reimbursement for all of its Oregon Health Plan covered services. Further, the county will provide technical assistance as needed for the Health Center to invoice Oregon's Medical Assistance Program (OMAP) and facilitate payment by OMAP of that invoice.
4. **TERMINATION.** This agreement may be terminated by Multnomah County upon written notice to Yakima Valley Farm Workers Clinic. This agreement may be terminated by Yakima Valley Farm Workers Clinic upon written notice to Multnomah County; provided, however, that the Health Center may not terminate this contract after Multnomah County has invoiced MAP for the Health Center's enhanced FQHC reimbursement and before the Health Center has paid Multnomah County the management fee.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Health Center from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

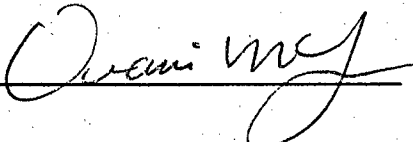
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

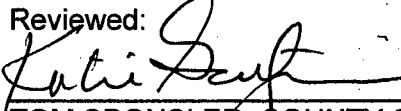
12. **ADDITIONAL TERMS AND CONDITIONS:**

- a.
- b.

MULTNOMAH COUNTY, OREGON

By 
Title Multnomah County Chair

By Juan Carlos Olivares
Title Executive Director

Reviewed:  12/30/02
TOM SPONSLE, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-23 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-24

MEMORANDUM

Date: January 9, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director
From: Dan Kaplan, Business Services Division Director
Subject: Contract # 0310427 with Confederated Tribes of Grand Ronde

Recommendation/Action Requested: The Health Department recommends County Chair approval of contract # 0310427 with Confederated Tribes of Grand Ronde (CTGR) for the period January 1, 2003 through June 30, 2003. The effective date of this contract shall be the date on which each party has signed this contract and shall be retroactive to January 1, 2003.

Background/Analysis: The purpose of this contract is to establish the actions Multnomah County will take to expedite CTGR's participation in the Medicaid enhanced reimbursement process between Multnomah County and Oregon Medical Assistance Program (OMAP) and to establish CTGR's reimbursement obligations toward Multnomah County.

Financial Impact: Multnomah County will reimburse OMAP for the "state share" of funds (approximately \$100,000) OMAP pays to all eligible FQHCs participating in the enhanced reimbursement process. CTGR will reimburse Multnomah County for the portion of the "state share" funds Multnomah County pays to OMAP that represent CTGR's share of the total amount paid. Multnomah County has sufficient funds available and authorized for expenditure to make the enhanced FQHC payments required under this agreement. CTGR has funds available and authorized for expenditure to make the payments required under this agreement.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0310427
Amendment #:

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue </div> <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue </div> <p style="text-align: center; font-weight: bold;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-24</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK</p>

Department: Health Department Division: Business Services Date: 01/02/2003
 Originator: Dan Kaplan Phone: x27574 Bldg/Rm: 106/14
 Contact: Darren Chilton Phone: x26207 Bldg/Rm: 106/14

Description of Contract: Confederated Tribes of Grand Ronde will reimburse Multnomah County for their portion of the "state share" of funds Multnomah County pays to OMAP that represent Confederated Tribes of Grand Ronde's share of the total paid.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): n/a
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Confederated Tribes of Grand Ronde</u> Address <u>9615 Grand Ronde Rd</u> <u>Grand Ronde, OR 97347</u> Phone <u>503-879-4638 (fax 503-879-5089)</u> Employer ID# or SS# <u>93-0899337</u> Effective Date <u>January 1, 2003</u> Termination Date <u>June 30, 2003</u> Original Contract Amount \$ <u>Requirements</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>Requirements</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

REQUIRED SIGNATURES:

Department Manager <u>Lillian Shirley Kay</u>	DATE <u>12/30/02</u>
Purchasing Manager <u>Kate Duff</u>	DATE _____
County Counsel <u>Chris Jones</u>	DATE <u>12/30/02</u>
County Chair _____	DATE <u>1.9.03</u>
Sheriff _____	DATE _____
Contract Administration <u>(Class I, Class II Contracts only)</u>	DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015				50190					
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC - HD Program Manager, Finance, HD Payables/Receivables

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Confederated Tribes of Grand Ronde Community of Oregon (CTGR) and Multnomah County, pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to establish the actions Multnomah County will take to expedite CTGR's participation in the Medicaid enhanced reimbursement process set forth in Contract #104502 between Multnomah County and the Oregon Medical Assistance Office (OMAP) (State Contract) and to establish CTGR's reimbursement obligations toward Multnomah County.

The parties agree as follows:

1. **TERM:** The term of this agreement shall be from January 1, 2003, to June 30, 2003.
2. **RESPONSIBILITIES OF CTGR:** Under the State Contract (a copy of which is attached to this contract as Exhibit A and hereby incorporated by reference), Multnomah County will reimburse OMAP for the "state share" of funds OMAP pays to all eligible FQHCs participating in the enhanced reimbursement process. CTGR will reimburse Multnomah County for that portion of the "state share" funds Multnomah County pays to OMAP that represent CTGR's share of the total amount paid.
3. **RESPONSIBILITIES OF MULTNOMAH COUNTY:** Multnomah County, upon execution of this Intergovernmental Agreement, agrees to process CTGR's invoice as described in the State Contract and to reimburse OMAP for CTGR's share of the state share as part of the total state share paid to all FQHCs. Multnomah County will invoice CTGR for its state share paid by Multnomah County Health Department.
4. **TERMINATION:** This Agreement may be terminated by Multnomah County upon written notice to CTGR. This contract may be terminated by CTGR upon written notice to Multnomah County; provided, however, that CTGR may not terminate this contract after Multnomah County has invoiced OMAP for CTGR's share of the state share and before CTGR has reimbursed Multnomah County for this payment.
5. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CTGR shall indemnify, defend and hold harmless Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of CTGR, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend and hold harmless CTGR from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

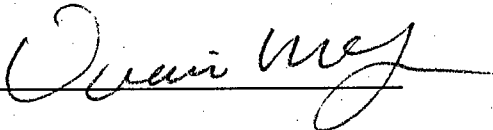
10. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT:** This Agreement, including Exhibit A, constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **CONSIDERATION:** Multnomah County has sufficient funds available and authorized for expenditure to make the enhance FQHC payments required under this Agreement. CTGR has funds available and authorized for expenditure to make the payments required under this agreement.

MULTNOMAH COUNTY, OREGON

CONFEDERATED TRIBES OF
GRAND RONDE COMMUNITY OF
OREGON

By 

By _____

Title Multnomah County Chair

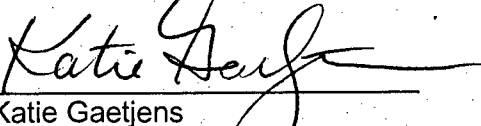
Title _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

Reviewed: AGENDA # C-24 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK

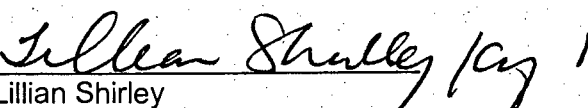
Approved as to form:

TOM SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
Katie Gaetjens

Title : Asst. County Attorney

Date : 12/30/02

By 
Lillian Shirley

Title : Health Department Director

Date : 12/30/02

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between the State of Oregon acting by and through the Department of Human Services, Office of Medical Assistance Programs, hereinafter called DEPARTMENT, and Multnomah County acting by and through its Health Department, 1120 SW Fifth Ave, 14th Floor, Portland, OR 97204, hereinafter called COUNTY.

RECITALS

1. The purpose of this Agreement is to improve the financial viability of participating federally qualified health centers ("FQHCs") providing services to DEPARTMENT clients pursuant to a separate intergovernmental agreement with DEPARTMENT, by providing additional reimbursement ("Enhanced Reimbursement") to FQHCs for services provided to DEPARTMENT clients from January 1, 2000, and ending December 31, 2000, to the extent such retroactive Enhanced Reimbursement is available under federal law and procedure.
2. Under this Agreement, DEPARTMENT and COUNTY agree to make good faith efforts to obtain Enhanced Reimbursement for participating FQHCs. "Participating FQHCs" are health centers that are FQHCs on the effective date of this Agreement and that timely submit to COUNTY the documentation required under this Agreement, have submitted cost settlement reports for services to DEPARTMENT clients during 2000 and that remain eligible for payment according to 45 CFR 95 subpart A. The process by which participating FQHCs may request Enhanced Reimbursement is also described in this Agreement.
3. Under this Agreement, COUNTY may submit claims for payment for Medicaid costs associated with development and implementation of the Oregon Community Health Information Network (OCHIN). COUNTY is working with DEPARTMENT to improve the billing, financial reporting, and data management capacity of Oregon Safety Net Clinics, in support of State interests and goals identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". As further described in this Agreement, DEPARTMENT agrees to reimburse the Medicaid share of activities dedicated to the development and implementation of the OCHIN over the January 1999 to December 31 2003 period. The process by which

COUNTY documents and submits costs for payment is also described in this Agreement.

4. COUNTY is a FQHC and is deemed a participating FQHC for purposes of this Agreement. COUNTY intends to obtain from participating FQHCs the information required under this Agreement and to submit that information in the form of invoices to DEPARTMENT and to make the reimbursement to DEPARTMENT as required under this Agreement. COUNTY is the only participating FQHC that is a party to this Agreement.
5. DEPARTMENT intends to process invoices received from COUNTY pursuant to DEPARTMENT payment procedures used in the ordinary course of business. A participating FQHC's eligibility for Enhanced Reimbursement will be based upon 45 CFR 95, subpart A, and applicable federal and state law.
6. Any separate agreement or other legal relationship between County and any other participating FQHC is expressly not included within the scope of this Agreement.

The parties agree as follows:

1. TERM

This Agreement shall become effective on the date signed by all parties and shall expire, unless otherwise terminated or extended, on March 31, 2004. Expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or to any default or defect that has not been cured.

2. RESPONSIBILITIES OF THE PARTIES

The responsibilities to be assumed by each party to this Agreement are set forth in full in Exhibit A, Statement of Work.

3. CONSIDERATION

Enhanced Reimbursement provided under this Agreement shall be subject to the provisions of 42 USC 1396a(a)(13)(C), 45 CFR 95 subpart A for services provided to DEPARTMENT clients during 2000, and the applicable State Plan provision in Exhibit B, which is attached to and incorporated in this Agreement by reference. Enhanced Reimbursement shall not exceed the amounts specified in Exhibit A for

the term of this Agreement. The cumulative, maximum amount that DEPARTMENT will provide as Enhanced Reimbursement and for OCHIN Cost reimbursement under this Agreement shall not exceed forty million dollars (\$40,000,000.00).

DEPARTMENT has sufficient funds available and authorized for expenditure to make the Enhanced Reimbursement as required under this Agreement. COUNTY has funds available and authorized for expenditure to make the reimbursement to DEPARTMENT as required under this Agreement.

4. TERMINATION

This Agreement may be terminated by DEPARTMENT upon 30 days written notice to COUNTY's Agreement Administrator. DEPARTMENT may terminate this Agreement in whole or in part immediately upon notice to COUNTY if (a) Centers for Medicare and Medicaid Services ("CMS") reverses or modifies its approval of the applicable provision of the State Plan that is set forth in Exhibit B for any reason; or (b) Federal or State laws, regulation or guidelines are modified or interpreted in such a way that either the Enhanced Reimbursement or the financial support of OCHIN contemplated under this Agreement is prohibited or DEPARTMENT is prohibited from providing Enhanced Reimbursement or financial support of OCHIN from the planned funding source. COUNTY may terminate this Agreement at any time, without notice, provided, however, that it cannot be terminated by COUNTY between the time Enhanced Reimbursement or the OCHIN financial support is made to participating FQHCs by DEPARTMENT and the time COUNTY has made its reimbursement to DEPARTMENT as required under this Agreement.

5. INSURANCE

Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

6. ADHERENCE TO LAW

To the extent applicable to each party, the party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320. Contractor

shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper and recyclable products as contemplated under ORS 279.555.

7. NON-DISCRIMINATION

To the extent applicable to each party, the party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

8. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the others which are related to this Agreement for the purpose of examination, copying and audit, unless such access is otherwise limited by law.

9. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

10. MERGER CLAUSE; WAIVER

This Agreement and attached Exhibits constitute the entire agreement between the parties on its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The following listed Exhibits are attached and incorporated into this Agreement by reference:

Exhibit A: Statement of Work

Exhibit B: Applicable State Plan Provision

There are no other Agreement documents that are a part of this Agreement unless specifically referenced and incorporated in this Agreement.

11. THIRD PARTY BENEFICIARIES

DEPARTMENT and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. AGREEMENT ADMINISTRATORS

The DEPARTMENT employee assigned to monitor Agreement compliance, authorize Enhances Reimbursement and OCHIN payment and act as DEPARTMENT's Agreement Administrator for this Agreement is:

Kathy Loretz, PPS Assistant Manager
Office of Medical Assistance Programs
500 Summer Street NE, 3rd Floor
Salem, OR 97310-1014

The COUNTY employee assigned to act as COUNTY's Agreement Administrator for this Agreement is:

Michael Martin, Health Services Specialist
Multnomah County Health Department
1120 SW Fifth Avenue, 14th Floor
Portland, OR 97204

SIGNATURES:

COUNTY

Administrator/Delegate

Date

Reviewed as to form:

By: _____

Tom Sponsler, County Attorney
for Multnomah County

Date

DEPARTMENT

Administrator/Delegate

Date

APPROVED as to LEGAL SUFFICIENCY:

approved for legal sufficiency by mary.schnabel-bray@doj.state.or.us
via email 12/18/2002

REVIEWED:

DHS Contracts Coordinator

Date

Program Unit

Date

EXHIBIT A

STATEMENT of WORK

1. GENERAL PROVISIONS

a. The parties acknowledge that the availability of any funds for Enhanced Reimbursement to participating FQHCs is contingent on COUNTY's submission of requests for Enhanced Reimbursement to DEPARTMENT as required under this Agreement and within the time periods allowed under 45 CFR 95 subpart A.

b. Enhanced Reimbursement is only available to FQHCs that are FQHCs on the effective date of this Agreement and that do the following: (i) submit timely documentation to COUNTY as required under this Agreement and (ii) have cost settlement reports for services to DEPARTMENT clients during 2000 that remain eligible for payment according to 45 CFR 95 Subpart A. The FQHC designation and the definition of a visit is specified in the April 1, 1995, DEPARTMENT FQHC Billing and Procedures Guide ("Billing Guide"), which is incorporated into this Agreement by reference.

c. Enhanced Reimbursement will be available on a per-visit basis and will apply only to visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000, and that remain eligible for payment according to 45 CFR 95, subpart A, as allowed under the Billing Guide. Costs associated with out-stationed eligibility workers are beyond the scope of this Agreement and will continue to be reimbursed separately.

d. Reimbursement of expenses related to OCHIN development and implementation ("OCHIN Costs") will be made by the DEPARTMENT to COUNTY for OCHIN Costs reasonably allocated to the Medicaid Program, contingent on COUNTY's submission of cost reports. These OCHIN Costs may be incurred by COUNTY, or other health service entities serving DEPARTMENT clients. COUNTY will assure that no OCHIN Costs claimed under this section of this Agreement are included in any other request for reimbursement from the DEPARTMENT. Reimbursement of OCHIN Costs under this Agreement is for OCHIN start-up costs only. DEPARTMENT will not reimburse for OCHIN system maintenance costs under this agreement. The OCHIN system start up costs incurred by COUNTY or other health service entities serving DEPARTMENT clients shall not be included in future cost reports submitted by COUNTY to DEPARTMENT for the purpose of adjusting prospective OCHIN Cost reimbursement rates, and prospective OCHIN Cost reimbursement rates to COUNTY and other health service entities serving

DEPARTMENT clients will not be adjusted as a result of the increase of OCHIN system maintenance costs.

2. Participating FQHC Obligations:

a. A participating FQHC may request Enhanced Reimbursement for all or part of visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000 (the "Year"), as allowed under the Billing Guide. The FQHC may break up requests for Enhanced Reimbursement for visits during the Year to coincide with the FQHC's fiscal year cost statements. Accordingly, the maximum number of requests for Enhanced Reimbursement that any one FQHC may make is two.

b. A participating FQHC must submit to COUNTY (a) cost report(s) covering the billing period, as specified under the Billing Guide, including the required time lines. This Agreement does not alter the DEPARTMENT-FQHC settlement process applicable to such cost reports except as expressly provided herein.

c. To apply for Enhanced Reimbursement, the FQHC must submit an invoice to COUNTY on clinic letterhead, signed by the Executive Director or Chief Financial Officer. To determine the Enhanced Reimbursement request amount to include in an invoice, the FQHC shall take the following steps:

- (i) Identify the total number of DEPARTMENT visits: Total number of visits includes all visits provided to all DEPARTMENT clients (regardless of whether DEPARTMENT or an MCO paid for the services) during the Year's billing period. If possible, the visits should be divided into family planning visits, general medical visits, and CHIP-Medicaid visits. This count will be referred to as "Visits."

FQHCs are required to report the same number of fee for service encounters during the Year's billing period as was determined in the cost settlement. Managed care encounters reported during the Year's billing period must reconcile back to the FQHC's detail reports.

- (ii) Identify the all-inclusive rate for visits during the Year's billing period: The source of the all-inclusive rate is the Medicaid cost report. The rate is before any adjustments to reflect the Medicaid per-visit limit that applied during the Year. If the FQHC's fiscal

year is other than January 1, the rate may be established by taking the two rates from the two cost reports covering the applicable calendar year (e.g. 2000), multiplying each rate by the number of months the rate applied, adding the results and dividing by twelve.

- (iii) Identify cost per visit and total Medicaid costs: **Example:** Clinic A has a fiscal year beginning November 1. Clinic A has an all-inclusive rate, excluding out-stationing, of \$120 for the November 1, 1999, fiscal year, and a rate of \$129 for the November 1, 2000, fiscal year. The invoice rate will be \$121.50 (10 months X \$120 + 2 months X \$129) / 12 months). This result indicates the total Medicaid costs.

Example: Clinic B has a fiscal year beginning July 1. Clinic B has an all-inclusive rate, excluding out-stationing, of \$115 for the July 1, 1999, fiscal year. Clinic B is billing at this time for the first two quarters of calendar 2000. Clinic B will bill visits occurring between January 1, 2000, and June 30, 2000, at \$115. The total Medicaid costs for that billing period will equal the number of visits occurring between January 1, 2000, and June 30, 2000 multiplied by \$115.

- (iv) Add all payments received for visits provided during the Year's billing period from all sources. Payment types include open-card, capitation, fee-for-service payments, etc. Payment sources include DEPARTMENT, Medicare, commercial insurance, Care Oregon, etc. If a payment covers an alternate fiscal period (e.g., a cost report settlement payment for October 1999 through March 2000), match the timing. This total is referred to as "total Medicaid payments" for the Year's billing period.

Payment from all sources must be detailed and reconcilable back to provider source documents. Fee for service payments must reconcile to cost settlement amounts.

Costs must match scope of service. If the cost per visit does not include pharmacy, for example, exclude payments for pharmacy from this calculation.

- (v) Subtract total Medicaid payments from total Medicaid costs. This is the amount that a participating FQHC may include in an invoice, subject to any limitations under Section 3(b) of this Statement of Work.
- (vi) FQHCs must submit invoices to COUNTY in the following manner:

Submit invoices to:

Michael Martin
Multnomah County Health Department
1120 SW Fifth Ave, 14th Floor
Portland, OR 97204

All invoices for year 2000 must be received by COUNTY no later than the close of business, February 28, 2003, to create an opportunity for year 2000 Enhanced Reimbursement payment.

All invoices must include an itemized list of participating FQHC's providers, the FQHC provider number, the FQHC tax ID number, the billing period for year 2000, a complete list of MCO's or any other Title XIX payment source that made payment during the year 2000 billing period, and a contact name and telephone number.

Invoices must include copies of the relevant DEPARTMENT cost reports as filed, DEPARTMENT reconciliation letters, the applicable 1999 and 2000 UDS report, and the visit rate calculation page from relevant Medicaid cost statements.

3. Development of FQHC Billing and Data Management Capacity

- a. To apply for OCHIN Cost reimbursement, COUNTY must submit an invoice to DEPARTMENT on Health Department letterhead, signed by the Health Department's Executive Director or Chief Financial Officer. To determine the OCHIN Cost reimbursement request amount to include in an invoice, COUNTY shall take the following steps and shall include the resulting information in each invoice:

- (i) Identify the total cost associated with the OCHIN project incurred between January 1, 1999 and December 31, 2003, in the following categories: Statewide network development; management information system selection and installation; local systems transition costs; and application development specific to Medicaid required functionality (e.g., FQHC reimbursement).
- (ii) Identify the source of these costs – individual FQHC, COUNTY, CareOregon, State.
- (iii) Within these categories and sources, allocate costs to Medicaid and non-Medicaid use. The bases for allocation must be clearly indicated and sourced, and must be reasonable in their application. If no other basis is available, the number of Medicaid visits / Total visits will be used to determine the percent of OCHIN Costs to be allocated to Medicaid.
- (iv) The total of the OCHIN Costs allocated to Medicaid is the total amount of the invoice.

4. COUNTY Obligations:

a. COUNTY shall cause all participating FQHCs to comply with the requirements of Section 2, above.

b. COUNTY shall collect and forward to DEPARTMENT by the following dates all subject invoices COUNTY has received from participating FQHCs: (i) for privately-owned participating FQHCs, by 5:00 p.m. on April 1, 2003; and (ii) for Clackamas County and Tillamook County as participating FQHCs, by the later of 5:00 p.m. on April 1, 2003, or by 5:00 p.m. on the date an agreement for reimbursement of the State's Share is fully executed between COUNTY and Clackamas County or Tillamook County, as applicable. These invoices must comply with the requirements of Section 2, above and are subject to the following limitation:

COUNTY will limit the effective total per-visit reimbursement to a FQHC from all sources, including Enhanced Reimbursement provided by this Agreement, to the total per-visit reimbursement realized by COUNTY.

c. COUNTY shall reimburse DEPARTMENT for the State's share of Enhanced Reimbursement payments made to FQHCs under this Agreement ("State's Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's Share. The State's Share of Enhanced Reimbursement payments varies depending on eligibility of the client being served and the services rendered and is

determined by the Centers for Medicare and Medicaid Services. For purposes of this Agreement, the State's Share of Enhanced Reimbursement payments is the percentage that has been determined by the Center for Medicare and Medicaid Services, published in the Federal Register, and that is in effect on the date of DEPARTMENT's claim for reimbursement to COUNTY.. All reimbursements by COUNTY to DEPARTMENT for the State's Share of the Enhanced Reimbursement shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

d. COUNTY will forward to DEPARTMENT by January 31, 2004 an invoice for OCHIN Costs attributable to Medicaid . This invoice must comply with the requirements of Section 2 and Section 3, above.

e. COUNTY shall reimburse DEPARTMENT for the State's share of OCHIN Costs under this Agreement ("State's Ochin Cost Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's OCHIN Cost Share. For purposes of this Agreement, the State's OCHIN Cost Share is fifty percent (50%) of the amount identified in COUNTY's invoice as: local systems transition costs and application development specific to Medicaid required functionality, and statewide network development and management information system selection and installation. All reimbursements by COUNTY to DEPARTMENT for the State's OCHIN Cost Share shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

5. DEPARTMENT Obligations:

a. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to pay Enhanced Reimbursement to participating FQHCs for the reimbursable costs for health care services provided to DEPARTMENT clients when those costs exceed the per visit rate established by DEPARTMENT through administrative rule. Enhanced Reimbursement payments may be available for the following health care service provided during the following visits in 2000:

- i. Fee-for-service visits when DEPARTMENT is the direct payer, and
- ii. Visits of any type (capitated or fee-for-service) where a DEPARTMENT subcontractor-managed care plan (MCO) is the payer.

b. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to reimburse OCHIN Costs. Specifically, DEPARTMENT agrees to reimburse for OCHIN

Costs that further State interests identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". Reimbursement will be made for OCHIN Costs attributable to serving DEPARTMENT clients. OCHIN Cost reimbursement may be available for OCHIN Costs arising from the January 1, 1999 through December 31, 2002.

c. DEPARTMENT will review for completeness and accuracy the invoices and other documentation that COUNTY has forwarded to it. When the review is complete, DEPARTMENT will process payment for the invoice(s). Subject to the remaining provisions of this subsection, Enhanced Reimbursement and OCHIN Cost reimbursements will occur within 30 days of DEPARTMENT's determination that payment is authorized pursuant to 45 CFR 95 subset A. DEPARTMENT will forward Enhanced Reimbursement directly to the participating FQHCs. DEPARTMENT will forward OCHIN Cost reimbursements directly to COUNTY.

d. DEPARTMENT will submit a claim to COUNTY for the State's Share of the Enhanced Reimbursement. This claim will identify the number of visits and relevant match rates.

e. DEPARTMENT will submit a claim to COUNTY for the State's Share of OCHIN payments. This claim will identify relevant match rates by expense category.

6. Audit Requirements

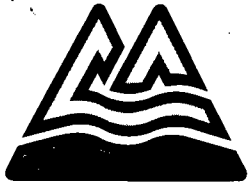
a. COUNTY shall cause all participating FQHCs to provide the State of Oregon, its Department of Human Services, and the federal government, including CMS, access to all invoices, reports, work papers and other documentation supporting requests for Enhanced Reimbursement. Such access shall be the same level of access for these items that is given to DEPARTMENT in the separate intergovernmental agreements between DEPARTMENT and participating FQHCs for services to DEPARTMENT clients.

b. If an audit causes a participating FQHC to reimburse DEPARTMENT for any portion of an Enhanced Reimbursement or OCHIN financial support to the FQHC under this Agreement, DEPARTMENT will reimburse COUNTY for the corresponding amount of the State's Share that COUNTY has reimbursed to DEPARTMENT for that portion of the Enhanced Reimbursement.

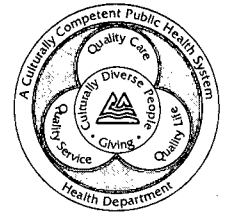
EXHIBIT B

APPLICABLE STATE PLAN PROVISIONS

Federally Qualified Health Centers (FQHC) services and other ambulatory services designated by the Secretary will be paid at 100% of reasonable costs. Reasonable cost will be determined by financial data provided to the Medical Assistance Program by FQHCs using a modified HCFA 222 Form. Reasonable cost determination will not exceed that which would have been determined by Medicare cost reimbursement principles. Payments will be based upon, and will cover, the reasonable costs of providing covered services to Medicaid beneficiaries. Interim payment rates will be established for each FQHC subject to reconciliation at the end of the cost reporting period.



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
1120 SW 5TH, 14TH FLOOR
PORTLAND, OREGON 97204-1912
(503) 988-3674
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS

DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

C-25

SUPPLEMENTAL STAFF REPORT

TO: Diane Linn, Multnomah County Chair

VIA: Lillian Shirley, Health Department Director *Lillian Shirley*

FROM: Dan Kaplan, Business Services Division

DATE: January 2, 2003

SUBJECT: IGA with OMAP - Enhanced Medicaid Payments for Safety Net Clinics for January 2000 to December 2000/Retrospective Match for Costs of Implementing New Practice Management System

Recommendation/Action Requested: The Health Department requests approval by the Board of County Commissioners to enter into an inter-governmental agreement with the State Medicaid agency to permit enhanced reimbursement to Oregon Safety Net Clinics, for the period of January 1, 2000 to December 31, 2000, and to claim reimbursement for a portion of the costs related to the implementation of its new practice management system.

Background/Analysis: (1) This is the last in a series of contracts which have allowed the Health Department to leverage federal financial participation for costs that were incurred in caring for Medicaid clients between 1996 and 2000, but which were previously un-reimbursed. To date the County has realized \$15 million net revenue from retrospective reimbursement contracts with OMAP.

(2) The Health Department is currently implementing a new practice management system. This work is being carried on in partnership with the Oregon Community Health Information Network (OCHIN), Clackamas and Tillamook County Health Departments, and several not-for-profit Federally Qualified Health Centers (FQHCs). To date, Multnomah County's contribution to the cost of this work has come from County General Funds and certificates of participation.

Financial Impact: This contract allows enhanced retrospective reimbursement for the final year of the 1996 – 2000 period. It is expected to net approximately \$5.9 million for services provided to OMAP clients during calendar year 2000. This money was anticipated in the FY 01-2 budget.

An additional \$750,000 is projected from the Federal Financial Participation associated with OCHIN implementation costs. This money was anticipated in the FY 02-3 mid-year rebalance plan.

Legal Issues: There are no outstanding legal issues at this time.

Controversial Issues: There is no controversy surrounding this contract.

Link to Current County Policies: The agreement is one of a series that seeks to maximize reimbursement and federal financial participation for costs incurred to serve the Medicaid eligible population.

Citizen Participation: The Community Health Council has been consulted about this series of agreements. The Oregon Primary Care Association and its individual member agencies have been partners in efforts to develop this reimbursement approach.

Other Government Participation: The key governmental partner in this agreement is the Oregon Medical Assistance Program. The Oregon Attorney General's Office and County Counsel have reviewed the agreement.

MEETING DATE: _____
AGENDA NO: _____
ESTIMATED START TIME: _____
LOCATION: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Enhanced Medicaid Reimbursement-CY2000

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: January 9, 2003
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Health DIVISION: Business Services

CONTACT: Dan Kaplan TELEPHONE #: 27574
BLDG/ROOM #: 106/14

PERSON(S) MAKING PRESENTATION: Dan Kaplan

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Enhanced Medicaid Reimbursement-CY2000

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lillian Shuley

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0310428

Amendment #: /

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-25</u> DATE <u>01-09-03</u> DEB BOGSTAD, BOARD CLERK

Department: Health Department

Division: Business

Date: 1/2/2003

Originator: Dan Kaplan

Phone: 27574

Bldg/Rm: 106/14

Contact: Darren Chilton

Phone: 26207

Bldg/Rm: 106/14

Description of Contract: Provides for enhanced Medicaid reimbursement for visits provided to OMAP clients from 1 January 2000 through 31 December 2000.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S):

RFP/BID:

RFP/BID DATE:

EXEMPTION NO/DATE:

EXEMPTION EXPIRATION DATE:

ORS/AR #:

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

Contractor	Oregon Office of Medical Assistance Program			Remittance address	
Address	HSB			(If different)	
	500 Summer St. NE, 3 rd Floor				
	Salem, Oregon 97310				
Phone				Payment Schedule / Terms	
Employer ID# or SS#				<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	Execution			<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	March 31, 2004			<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Original Contract Amount \$	Requirements			<input type="checkbox"/> Requirements Not to Exceed \$	40,000,000
Total Amt of Previous Amendments \$	N/A			Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$	N/A				
Total Amount of Agreement \$	Requirements				

REQUIRED SIGNATURES:

Department Manager

Lillian Shoreley / ang

DATE 12/30/02

Purchasing Manager

Katie Gough

DATE

(Class II Contracts Only)

County Attorney

Chris J. ...

DATE 12/30/02

County Chair

DATE 1/9/03

Sheriff

Chris L.

DATE

Contract Administration

DATE 1/9/03

(Class I, Class II Contracts only)

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

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC - HD Program Manager, Finance, HD Payables/Receivables

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between the State of Oregon acting by and through the Department of Human Services, Office of Medical Assistance Programs, hereinafter called DEPARTMENT, and Multnomah County acting by and through its Health Department, 1120 SW Fifth Ave, 14th Floor, Portland, OR 97204, hereinafter called COUNTY.

RECITALS

1. The purpose of this Agreement is to improve the financial viability of participating federally qualified health centers ("FQHCs") providing services to DEPARTMENT clients pursuant to a separate intergovernmental agreement with DEPARTMENT, by providing additional reimbursement ("Enhanced Reimbursement") to FQHCs for services provided to DEPARTMENT clients from January 1, 2000, and ending December 31, 2000, to the extent such retroactive Enhanced Reimbursement is available under federal law and procedure.
2. Under this Agreement, DEPARTMENT and COUNTY agree to make good faith efforts to obtain Enhanced Reimbursement for participating FQHCs. "Participating FQHCs" are health centers that are FQHCs on the effective date of this Agreement and that timely submit to COUNTY the documentation required under this Agreement, have submitted cost settlement reports for services to DEPARTMENT clients during 2000 and that remain eligible for payment according to 45 CFR 95 subpart A. The process by which participating FQHCs may request Enhanced Reimbursement is also described in this Agreement.
3. Under this Agreement, COUNTY may submit claims for payment for Medicaid costs associated with development and implementation of the Oregon Community Health Information Network (OCHIN). COUNTY is working with DEPARTMENT to improve the billing, financial reporting, and data management capacity of Oregon Safety Net Clinics, in support of State interests and goals identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". As further described in this Agreement, DEPARTMENT agrees to reimburse the Medicaid share of activities dedicated to the development and implementation of the OCHIN over the January 1999 to December 31 2003 period. The process by which

COUNTY documents and submits costs for payment is also described in this Agreement.

4. COUNTY is a FQHC and is deemed a participating FQHC for purposes of this Agreement. COUNTY intends to obtain from participating FQHCs the information required under this Agreement and to submit that information in the form of invoices to DEPARTMENT and to make the reimbursement to DEPARTMENT as required under this Agreement. COUNTY is the only participating FQHC that is a party to this Agreement.
5. DEPARTMENT intends to process invoices received from COUNTY pursuant to DEPARTMENT payment procedures used in the ordinary course of business. A participating FQHC's eligibility for Enhanced Reimbursement will be based upon 45 CFR 95, subpart A, and applicable federal and state law.
6. Any separate agreement or other legal relationship between County and any other participating FQHC is expressly not included within the scope of this Agreement.

The parties agree as follows:

1. TERM

This Agreement shall become effective on the date signed by all parties and shall expire, unless otherwise terminated or extended, on March 31, 2004. Expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or to any default or defect that has not been cured.

2. RESPONSIBILITIES OF THE PARTIES

The responsibilities to be assumed by each party to this Agreement are set forth in full in Exhibit A, Statement of Work.

3. CONSIDERATION

Enhanced Reimbursement provided under this Agreement shall be subject to the provisions of 42 USC 1396a(a)(13)(C), 45 CFR 95 subpart A for services provided to DEPARTMENT clients during 2000, and the applicable State Plan provision in Exhibit B, which is attached to and incorporated in this Agreement by reference. Enhanced Reimbursement shall not exceed the amounts specified in Exhibit A for

the term of this Agreement. The cumulative, maximum amount that DEPARTMENT will provide as Enhanced Reimbursement and for OCHIN Cost reimbursement under this Agreement shall not exceed forty million dollars (\$40,000,000.00).

DEPARTMENT has sufficient funds available and authorized for expenditure to make the Enhanced Reimbursement as required under this Agreement. COUNTY has funds available and authorized for expenditure to make the reimbursement to DEPARTMENT as required under this Agreement.

4. TERMINATION

This Agreement may be terminated by DEPARTMENT upon 30 days written notice to COUNTY's Agreement Administrator. DEPARTMENT may terminate this Agreement in whole or in part immediately upon notice to COUNTY if (a) Centers for Medicare and Medicaid Services ("CMS") reverses or modifies its approval of the applicable provision of the State Plan that is set forth in Exhibit B for any reason; or (b) Federal or State laws, regulation or guidelines are modified or interpreted in such a way that either the Enhanced Reimbursement or the financial support of OCHIN contemplated under this Agreement is prohibited or DEPARTMENT is prohibited from providing Enhanced Reimbursement or financial support of OCHIN from the planned funding source. COUNTY may terminate this Agreement at any time, without notice, provided, however, that it cannot be terminated by COUNTY between the time Enhanced Reimbursement or the OCHIN financial support is made to participating FQHCs by DEPARTMENT and the time COUNTY has made its reimbursement to DEPARTMENT as required under this Agreement.

5. INSURANCE

Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

6. ADHERENCE TO LAW

To the extent applicable to each party, the party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320. Contractor

shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper and recyclable products as contemplated under ORS 279.555.

7. NON-DISCRIMINATION

To the extent applicable to each party, the party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

8. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the others which are related to this Agreement for the purpose of examination, copying and audit, unless such access is otherwise limited by law.

9. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

10. MERGER CLAUSE; WAIVER

This Agreement and attached Exhibits constitute the entire agreement between the parties on its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The following listed Exhibits are attached and incorporated into this Agreement by reference:

Exhibit A: Statement of Work

Exhibit B: Applicable State Plan Provision

There are no other Agreement documents that are a part of this Agreement unless specifically referenced and incorporated in this Agreement.

11. THIRD PARTY BENEFICIARIES

DEPARTMENT and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. AGREEMENT ADMINISTRATORS


The DEPARTMENT employee assigned to monitor Agreement compliance, authorize Enhances Reimbursement and OCHIN payment and act as DEPARTMENT's Agreement Administrator for this Agreement is:

Kathy Loretz, PPS Assistant Manager
Office of Medical Assistance Programs
500 Summer Street NE, 3rd Floor
Salem, OR 97310-1014

The COUNTY employee assigned to act as COUNTY's Agreement Administrator for this Agreement is:


Michael Martin, Health Services Specialist
Multnomah County Health Department
1120 SW Fifth Avenue, 14th Floor
Portland, OR 97204

SIGNATURES:


COUNTY
Administrator/Delegate

1/9/03
Date

Reviewed as to form:

By: 
Tom Sponsler, County Attorney
for Multnomah County

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-25 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK

12/30/02
Date

DEPARTMENT
Administrator/Delegate

Date

APPROVED as to LEGAL SUFFICIENCY:

approved for legal sufficiency by mary.schnabel-bray@doj.state.or.us
via email 12/18/2002

REVIEWED:

DHS Contracts Coordinator

Date

Program Unit

Date

EXHIBIT A

STATEMENT of WORK

1. GENERAL PROVISIONS

a. The parties acknowledge that the availability of any funds for Enhanced Reimbursement to participating FQHCs is contingent on COUNTY's submission of requests for Enhanced Reimbursement to DEPARTMENT as required under this Agreement and within the time periods allowed under 45 CFR 95 subpart A.

b. Enhanced Reimbursement is only available to FQHCs that are FQHCs on the effective date of this Agreement and that do the following: (i) submit timely documentation to COUNTY as required under this Agreement and (ii) have cost settlement reports for services to DEPARTMENT clients during 2000 that remain eligible for payment according to 45 CFR 95 Subpart A. The FQHC designation and the definition of a visit is specified in the April 1, 1995, DEPARTMENT FQHC Billing and Procedures Guide ("Billing Guide"), which is incorporated into this Agreement by reference.

c. Enhanced Reimbursement will be available on a per-visit basis and will apply only to visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000, and that remain eligible for payment according to 45 CFR 95, subpart A, as allowed under the Billing Guide. Costs associated with out-stationed eligibility workers are beyond the scope of this Agreement and will continue to be reimbursed separately.

d. Reimbursement of expenses related to OCHIN development and implementation ("OCHIN Costs") will be made by the DEPARTMENT to COUNTY for OCHIN Costs reasonably allocated to the Medicaid Program, contingent on COUNTY's submission of cost reports. These OCHIN Costs may be incurred by COUNTY, or other health service entities serving DEPARTMENT clients. COUNTY will assure that no OCHIN Costs claimed under this section of this Agreement are included in any other request for reimbursement from the DEPARTMENT. Reimbursement of OCHIN Costs under this Agreement is for OCHIN start-up costs only. DEPARTMENT will not reimburse for OCHIN system maintenance costs under this agreement. The OCHIN system start up costs incurred by COUNTY or other health service entities serving DEPARTMENT clients shall not be included in future cost reports submitted by COUNTY to DEPARTMENT for the purpose of adjusting prospective OCHIN Cost reimbursement rates, and prospective OCHIN Cost reimbursement rates to COUNTY and other health service entities serving

DEPARTMENT clients will not be adjusted as a result of the increase of OCHIN system maintenance costs.

2. Participating FQHC Obligations:

a. A participating FQHC may request Enhanced Reimbursement for all or part of visits provided to DEPARTMENT clients from January 1, 2000, through December 31, 2000 (the "Year"), as allowed under the Billing Guide. The FQHC may break up requests for Enhanced Reimbursement for visits during the Year to coincide with the FQHC's fiscal year cost statements. Accordingly, the maximum number of requests for Enhanced Reimbursement that any one FQHC may make is two.

b. A participating FQHC must submit to COUNTY (a) cost report(s) covering the billing period, as specified under the Billing Guide, including the required time lines. This Agreement does not alter the DEPARTMENT-FQHC settlement process applicable to such cost reports except as expressly provided herein.

c. To apply for Enhanced Reimbursement, the FQHC must submit an invoice to COUNTY on clinic letterhead, signed by the Executive Director or Chief Financial Officer. To determine the Enhanced Reimbursement request amount to include in an invoice, the FQHC shall take the following steps:

- (i) Identify the total number of DEPARTMENT visits: Total number of visits includes all visits provided to all DEPARTMENT clients (regardless of whether DEPARTMENT or an MCO paid for the services) during the Year's billing period. If possible, the visits should be divided into family planning visits, general medical visits, and CHIP-Medicaid visits. This count will be referred to as "Visits."

FQHCs are required to report the same number of fee for service encounters during the Year's billing period as was determined in the cost settlement. Managed care encounters reported during the Year's billing period must reconcile back to the FQHC's detail reports.

- (ii) Identify the all-inclusive rate for visits during the Year's billing period: The source of the all-inclusive rate is the Medicaid cost report. The rate is before any adjustments to reflect the Medicaid per-visit limit that applied during the Year. If the FQHC's fiscal

year is other than January 1, the rate may be established by taking the two rates from the two cost reports covering the applicable calendar year (e.g. 2000), multiplying each rate by the number of months the rate applied, adding the results and dividing by twelve.

- (iii) Identify cost per visit and total Medicaid costs: **Example:** Clinic A has a fiscal year beginning November 1. Clinic A has an all-inclusive rate, excluding out-stationing, of \$120 for the November 1, 1999, fiscal year, and a rate of \$129 for the November 1, 2000, fiscal year. The invoice rate will be \$121.50 (10 months X \$120 + 2 months X \$129) / 12 months). This result indicates the total Medicaid costs.

Example: Clinic B has a fiscal year beginning July 1. Clinic B has an all-inclusive rate, excluding out-stationing, of \$115 for the July 1, 1999, fiscal year. Clinic B is billing at this time for the first two quarters of calendar 2000. Clinic B will bill visits occurring between January 1, 2000, and June 30, 2000, at \$115. The total Medicaid costs for that billing period will equal the number of visits occurring between January 1, 2000, and June 30, 2000 multiplied by \$115.

- (iv) Add all payments received for visits provided during the Year's billing period from all sources. Payment types include open-card, capitation, fee-for-service payments, etc. Payment sources include DEPARTMENT, Medicare, commercial insurance, Care Oregon, etc. If a payment covers an alternate fiscal period (e.g., a cost report settlement payment for October 1999 through March 2000), match the timing. This total is referred to as "total Medicaid payments" for the Year's billing period.

Payment from all sources must be detailed and reconcilable back to provider source documents. Fee for service payments must reconcile to cost settlement amounts.

Costs must match scope of service. If the cost per visit does not include pharmacy, for example, exclude payments for pharmacy from this calculation.

- (v) Subtract total Medicaid payments from total Medicaid costs. This is the amount that a participating FQHC may include in an invoice, subject to any limitations under Section 3(b) of this Statement of Work.
- (vi) FQHCs must submit invoices to COUNTY in the following manner:

Submit invoices to:

Michael Martin
Multnomah County Health Department
1120 SW Fifth Ave, 14th Floor
Portland, OR 97204

All invoices for year 2000 must be received by COUNTY no later than the close of business, February 28, 2003, to create an opportunity for year 2000 Enhanced Reimbursement payment.

All invoices must include an itemized list of participating FQHC's providers, the FQHC provider number, the FQHC tax ID number, the billing period for year 2000, a complete list of MCO's or any other Title XIX payment source that made payment during the year 2000 billing period, and a contact name and telephone number.

Invoices must include copies of the relevant DEPARTMENT cost reports as filed, DEPARTMENT reconciliation letters, the applicable 1999 and 2000 UDS report, and the visit rate calculation page from relevant Medicaid cost statements.

3. Development of FQHC Billing and Data Management Capacity

a. To apply for OCHIN Cost reimbursement, COUNTY must submit an invoice to DEPARTMENT on Health Department letterhead, signed by the Health Department's Executive Director or Chief Financial Officer. To determine the OCHIN Cost reimbursement request amount to include in an invoice, COUNTY shall take the following steps and shall include the resulting information in each invoice:

- (i) Identify the total cost associated with the OCHIN project incurred between January 1, 1999 and December 31, 2003, in the following categories: Statewide network development; management information system selection and installation; local systems transition costs; and application development specific to Medicaid required functionality (e.g., FQHC reimbursement).
- (ii) Identify the source of these costs – individual FQHC, COUNTY, CareOregon, State.
- (iii) Within these categories and sources, allocate costs to Medicaid and non-Medicaid use. The bases for allocation must be clearly indicated and sourced, and must be reasonable in their application. If no other basis is available, the number of Medicaid visits / Total visits will be used to determine the percent of OCHIN Costs to be allocated to Medicaid.
- (iv) The total of the OCHIN Costs allocated to Medicaid is the total amount of the invoice.

4. COUNTY Obligations:

a. COUNTY shall cause all participating FQHCs to comply with the requirements of Section 2, above.

b. COUNTY shall collect and forward to DEPARTMENT by the following dates all subject invoices COUNTY has received from participating FQHCs: (i) for privately-owned participating FQHCs, by 5:00 p.m. on April 1, 2003; and (ii) for Clackamas County and Tillamook County as participating FQHCs, by the later of 5:00 p.m. on April 1, 2003, or by 5:00 p.m. on the date an agreement for reimbursement of the State's Share is fully executed between COUNTY and Clackamas County or Tillamook County, as applicable. These invoices must comply with the requirements of Section 2, above and are subject to the following limitation:

COUNTY will limit the effective total per-visit reimbursement to a FQHC from all sources, including Enhanced Reimbursement provided by this Agreement, to the total per-visit reimbursement realized by COUNTY.

c. COUNTY shall reimburse DEPARTMENT for the State's share of Enhanced Reimbursement payments made to FQHCs under this Agreement ("State's Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's Share. The State's Share of Enhanced Reimbursement payments varies depending on eligibility of the client being served and the services rendered and is

determined by the Centers for Medicare and Medicaid Services. For purposes of this Agreement, the State's Share of Enhanced Reimbursement payments is the percentage that has been determined by the Center for Medicare and Medicaid Services, published in the Federal Register, and that is in effect on the date of DEPARTMENT's claim for reimbursement to COUNTY.. All reimbursements by COUNTY to DEPARTMENT for the State's Share of the Enhanced Reimbursement shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

d. COUNTY will forward to DEPARTMENT by January 31, 2004 an invoice for OCHIN Costs attributable to Medicaid . This invoice must comply with the requirements of Section 2 and Section 3, above.

e. COUNTY shall reimburse DEPARTMENT for the State's share of OCHIN Costs under this Agreement ("State's Ochin Cost Share") within thirty (30) days of COUNTY's receipt of DEPARTMENT's claim for reimbursement of the State's OCHIN Cost Share. For purposes of this Agreement, the State's OCHIN Cost Share is fifty percent (50%) of the amount identified in COUNTY's invoice as: local systems transition costs and application development specific to Medicaid required functionality, and statewide network development and management information system selection and installation. All reimbursements by COUNTY to DEPARTMENT for the State's OCHIN Cost Share shall be accompanied by a certification from COUNTY that the reimbursement is made with public funds that are not Federal funds, within the meaning of 42 CFR 433.5 1.

5. DEPARTMENT Obligations:

a. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to pay Enhanced Reimbursement to participating FQHCs for the reimbursable costs for health care services provided to DEPARTMENT clients when those costs exceed the per visit rate established by DEPARTMENT through administrative rule. Enhanced Reimbursement payments may be available for the following health care service provided during the following visits in 2000:

- i. Fee-for-service visits when DEPARTMENT is the direct payer, and
- ii. Visits of any type (capitated or fee-for-service) where a DEPARTMENT subcontractor-managed care plan (MCO) is the payer.

b. Pursuant to this Agreement, and to the extent of federal and COUNTY funds are available and authorized for purposes of this Agreement, DEPARTMENT agrees to reimburse OCHIN Costs. Specifically, DEPARTMENT agrees to reimburse for OCHIN

Costs that further State interests identified in the February 1999 DAS/OHPPR document, "Analysis of Oregon Health Care Safety Net Services". Reimbursement will be made for OCHIN Costs attributable to serving DEPARTMENT clients. OCHIN Cost reimbursement may be available for OCHIN Costs arising from the January 1, 1999 through December 31, 2002.

c. DEPARTMENT will review for completeness and accuracy the invoices and other documentation that COUNTY has forwarded to it. When the review is complete, DEPARTMENT will process payment for the invoice(s). Subject to the remaining provisions of this subsection, Enhanced Reimbursement and OCHIN Cost reimbursements will occur within 30 days of DEPARTMENT's determination that payment is authorized pursuant to 45 CFR 95 subset A. DEPARTMENT will forward Enhanced Reimbursement directly to the participating FQHCs. DEPARTMENT will forward OCHIN Cost reimbursements directly to COUNTY.

d. DEPARTMENT will submit a claim to COUNTY for the State's Share of the Enhanced Reimbursement. This claim will identify the number of visits and relevant match rates.

e. DEPARTMENT will submit a claim to COUNTY for the State's Share of OCHIN payments. This claim will identify relevant match rates by expense category.

6. Audit Requirements

a. COUNTY shall cause all participating FQHCs to provide the State of Oregon, its Department of Human Services, and the federal government, including CMS, access to all invoices, reports, work papers and other documentation supporting requests for Enhanced Reimbursement. Such access shall be the same level of access for these items that is given to DEPARTMENT in the separate intergovernmental agreements between DEPARTMENT and participating FQHCs for services to DEPARTMENT clients.

b. If an audit causes a participating FQHC to reimburse DEPARTMENT for any portion of an Enhanced Reimbursement or OCHIN financial support to the FQHC under this Agreement, DEPARTMENT will reimburse COUNTY for the corresponding amount of the State's Share that COUNTY has reimbursed to DEPARTMENT for that portion of the Enhanced Reimbursement.

EXHIBIT B

APPLICABLE STATE PLAN PROVISIONS

Federally Qualified Health Centers (FQHC) services and other ambulatory services designated by the Secretary will be paid at 100% of reasonable costs. Reasonable cost will be determined by financial data provided to the Medical Assistance Program by FQHCs using a modified HCFA 222 Form. Reasonable cost determination will not exceed that which would have been determined by Medicare cost reimbursement principles. Payments will be based upon, and will cover, the reasonable costs of providing covered services to Medicaid beneficiaries. Interim payment rates will be established for each FQHC subject to reconciliation at the end of the cost reporting period.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:
Board Clerk Use Only:
Meeting Date: January 9, 2003

Agenda Item #: UC-1
Est. Start Time: 9:30 AM
Date Submitted: 11/22/02

Requested Date: December 19, 2002

Time Requested: 5 minutes

(Exception Requested: Purchase and Sale Agreement for sale of Ford Building must be approved and executed by Multnomah County by January 5, 2003 or the offer to purchase represented by the Purchase and Sale Agreement will expire.)

Department: Business & Community Services

Division: Facilities & Property

Contact/s: Peter Wilcox, Bob Oberst

Phone: 503 988-6299

Ext.: 86299, 83851

I/O Address: B274

Presenters: Peter Wilcox

Agenda Title: Sale of Ford Building Real Property at 2505 S.E. 11th Avenue, Portland, Oregon

1. What action are you requesting from the Board? What is the department/agency recommendation?

Board is requested to approve the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before it in this matter. Facilities and Property Management Division recommends approval.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Board of Commissioners, by Resolution No. 02-032 dated March 7, 2002, resolved that the Division of Facilities and Property Management (FPM) proceed with the disposition of certain identified properties, including the Ford Building, and to bring the property to market within three months with closing of sale within eighteen months.

FPM obtained an independent professional appraisal of value of the Ford property concluding the value as of April 25, 2002 to be \$2,400,000.

FPM published a Request For Offers to purchase the Ford property on May 21, 2002, with offers to be received by June 28, 2002. One conditional offer was received within the RFO period at a purchase price of \$1,651,000 cash. The party (Party A) submitting this offer was notified that it was not acceptable and would not be submitted to the Board for consideration and that no offer below \$2,000,000 would be acceptable.

Canterbury (Party B) submitted a conditional offer after the RFO period at a purchase price of \$1,800,000. Party B was advised that purchase price below \$2,000,000 would not be acceptable. Party A submitted another offer after the RFO period at a purchase price of \$2,000,000 with conditions to be waived by October 15, 2002. Party B submitted a second conditional offer at a purchase price of \$2,000,000 with an acceptance deadline of October 10, 2002. Party A did not meet the October 15, 2002 deadline for waiver of conditions and each party was advised that its offer was not accepted.

FPM issued a second RFO to both parties A and B on November 1, 2002 containing minimum requirements for offer and a November 15, 2002 deadline for offers. Canterbury (Party B) submitted the offer before the Board in this matter within the second RFO period and within the minimum requirements of the RFO. No other offer was submitted in response to the second RFO.

The Ford Building is currently approximately 70% occupied by County tenants. The offer provides for leaseback of the occupied space to Multnomah County within the minimum requirements recited in the RFO.

3. Explain the fiscal impact (current year and ongoing).

The purchase price of \$2,100,000 is to be paid as follows: \$250,000 cash at closing and the balance of \$1,850,000 to be paid over 20 years in monthly payments of \$13,482.21, principal and interest, at an interest rate of 6.25%. These terms of payment have been determined by the Finance Director to be financially acceptable to the County.

The leaseback of County space will be for a term of nine months with two optional three-month extensions. The net rental rate for the space is \$0.25/square foot per month, which is near the bottom of the current market rental rates for this type of space. The total County cost per square foot of the space, including operating cost, common area cost and utilities, have been projected to be no greater than the current cost of the space under County ownership.

Long range fiscal impact analyses are attached to this request.

4. Explain any legal and/or policy issues.

None.

5. Explain any citizen and/or other government participation that has or will take place.

None

Agenda Placement Request – Sale of Ford Building

Required Signatures:

Department/Agency Director:

Date:

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

Robert Oberst
Rebecca Johnson 11/21/02

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Sale of Ford Building Real Property at 2505 S.E. 11th Avenue, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Board of Commissioners Resolution Number 02-032 directed the Division of Facilities and Property Management to proceed with disposition of certain real property, including the Ford Building property.
- b. The Ford Building property is not needed for a public use.
- c. Facilities and Property Management Division obtained an independent appraisal of value of the Ford Building property estimating value to be \$2,400,000 on April 25, 2002.
- d. Facilities and Property Management Division issued and published in local papers of general circulation a Request for Offers to Purchase the Ford Building property.
- e. The last, best offer to purchase received was that in the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board in this matter.
- f. It is in the best interest of Multnomah County to sell the Ford Building in the manner provided in ORS 271.300 and not in the manner provided in ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260 and to accept the offer before the Board to purchase the Ford Building for a price of \$2,100,000.
- g. Multnomah County has the authority to sell the Ford Building property pursuant to ORS 275.030 (2) and ORS 271.300 and 310.

The Multnomah County Board of Commissioners Resolves:

1. The Board of Commissioners approves the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board in this matter.

2. The County Chair is directed to execute the said PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY and any other documents necessary to Multnomah County's performance of the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY.

ADOPTED this 19th day of December, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Sale of Ford Building Real Property at 2505 S.E. 11th Avenue, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Board of Commissioners Resolution Number 02-032 directed the Division of Facilities and Property Management to proceed with disposition of certain real property, including the Ford Building property.
- b. The Ford Building property is not needed for a public use.
- c. Facilities and Property Management Division obtained an independent appraisal of value of the Ford Building property estimating value to be \$2,400,000 on April 25, 2002.
- d. Facilities and Property Management Division issued and published in local papers of general circulation a Request for Offers to Purchase the Ford Building property.
- e. The last, best offer to purchase received was that in the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board in this matter.
- f. It is in the best interest of Multnomah County to sell the Ford Building in the manner provided in ORS 271.300 and not in the manner provided in ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260 and to accept the offer before the Board to purchase the Ford Building for a price of \$2,100,000.
- g. Multnomah County has the authority to sell the Ford Building property pursuant to ORS 275.030 (2) and ORS 271.300 and 310.

The Multnomah County Board of Commissioners Resolves:

1. The Board of Commissioners approves the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board in this matter.

2. The County Chair is directed to execute the said PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY and any other documents necessary to Multnomah County's performance of the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY.

ADOPTED this 9th day of January, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-005

Authorizing Sale of Ford Building Real Property at 2505 S.E. 11th Avenue, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Board of Commissioners Resolution Number 02-032 directed the Division of Facilities and Property Management to proceed with disposition of certain real property, including the Ford Building property.
- b. The Ford Building property is not needed for a public use.
- c. Facilities and Property Management Division obtained an independent appraisal of value of the Ford Building property estimating value to be \$2,400,000 on April 25, 2002.
- d. Facilities and Property Management Division issued and published in local papers of general circulation a Request for Offers to Purchase the Ford Building property.
- e. The last, best offer to purchase received was that in the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board in this matter.
- f. It is in the best interest of Multnomah County to sell the Ford Building in the manner provided in ORS 271.300 and not in the manner provided in ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260 and to accept the offer before the Board to purchase the Ford Building for a price of \$2,100,000.
- g. Multnomah County has the authority to sell the Ford Building property pursuant to ORS 275.030 (2) and ORS 271.300 and 310.

The Multnomah County Board of Commissioners Resolves:

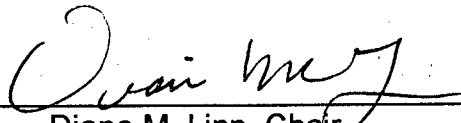
1. The Board of Commissioners approves the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board in this matter.

2. The County Chair is directed to execute the said PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY and any other documents necessary to Multnomah County's performance of the PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY.

ADOPTED this 9th day of January, 2003.




BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John Thomas, Assistant County Attorney

1 COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER
2 PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
3 (Oregon-Commercial Form)

4 Dated: November 15, 2002

5 BETWEEN: CANTERBURY REAL ESTATE SERVICES ("Seller")
6 AND: MULTNOMAH COUNTY ("Buyer")

7 Buyer agrees to buy and Seller agrees to sell, on the following terms and conditions, the real property and all
8 improvements thereon (the "Property") commonly known as FORD BUILDING and located at 2505 SE 11TH AVE.
9 in the City of PORTLAND, County of MULTNOMAH, Oregon legally described as follows: TAX LOT 6800
10 1S1E11BA, THE PROPERTY CONSISTS OF AN APPROXIMATE 80,000 SQUARE FOOT BUILDING
11 PLUS AN APPROXIMATE 20,864 SQUARE FOOT BASEMENT ON APPROXIMATELY 48,500 SQUARE
12 FEET OF LAND. If no legal description is inserted or attached, Buyer and Seller will attach a legal description
13 upon receipt and reasonable approval by both parties of the Preliminary Commitment or, if applicable, the Survey.

14 1. Purchase Price. The total purchase price is TWO MILLION ONE HUNDRED THOUSAND AND NO/100'S
15 DOLLARS (\$2,100,000.00) payable as follows: \$250,000 CASH AT CLOSING, THE BALANCE OF
16 \$1,850,000.00 SHALL BE PAID ON CONTRACT AT AN INTEREST RATE OF 6.25% AMORTIZED
17 OVER 20 YEARS WITH MONTHLY PRINCIPAL AND INTEREST PAYMENTS OF \$13,482.21.

18 2. Earnest Money Receipt. Upon execution of this Agreement, Buyer shall pay \$50,000.00 as earnest money (the
19 "Earnest Money") in the form of ☐ cash ~~or~~
20 ☒ check MADE PAYABLE TO FIDELITY TITLE INSURANCE COMPANY CLIENT'S TRUST
21 ACCOUNT TO BE DEPOSITED IN ESCROW IN AN INTEREST BEARING ACCOUNT DESIGNATED
22 BY BUYER ON OR PRIOR TO 5:00PM NOVEMBER 15, 2002. ~~or promissory note. If the Earnest Money is in~~
23 ~~the form of a promissory note, it is due and payable:~~
24 ~~☐ upon execution of this Agreement by Buyer and Seller or ☐ no later than 5 PM Pacific Time one day after~~
25 ~~Seller's acceptance of this offer to purchase ☒ THE EARNEST MONEY SHALL BE NON-REFUNDABLE~~
26 ~~UNLESS THIS OFFER HAS NOT BEEN ACCEPTED BY THE SELLER AND OR BUYER'S~~
27 ~~CONDITIONS TO PURCHASE AS SET FORTH IN SECTION 3 AND 4 BELOW HAVE NOT BEEN MET~~
28 ~~ON OR PRIOR TO JANUARY 5, 2003. upon satisfaction or waiver by Buyer of the conditions to Buyer's~~
29 ~~obligation to purchase the Property set forth in this Agreement or ☐ other. If the Earnest Money promissory note is~~
30 ~~not redeemed and paid in full when due, then (i) the Earnest Money promissory note shall be delivered and endorsed~~
31 ~~to Seller (if not already in Seller's possession), (ii) Seller may collect the Earnest Money from Buyer, either pursuant~~
32 ~~to an action on the promissory note or an action on this Agreement, and (iii) this Agreement shall be of no further~~
33 ~~force or effect. The Earnest Money shall be deposited with ☒ FIDELITY TITLE INSURANCE COMPANY~~
34 ~~(the "Title Company") at the following branch: 900 SW FIFTH AVE, PORTLAND, OREGON 97205 PH: (503)~~
35 ~~222-2424 FX: 503-222-2274 ATTN: PAM KINCADE/McCELLEN or ☐ other. The Earnest Money shall be~~
36 ~~applied to the payment of the purchase price for the Property at closing. Any interest earned on the Earnest Money~~
37 ~~shall be considered to be part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any~~
38 ~~condition to Buyer's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer~~
39 ~~AND / OR SELLER HAS NOT ACCEPTED THIS OFFER ON OR PRIOR TO JANUARY 5, 2003.~~

1 3. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the following: ☐ none
2 and/or ☐ Buyer's approval of the results of its property inspection described in Section 4 below ☒ 1) SELLER
3 LEASING BACK NOT LESS THAN APPROXIMATELY 57,000 SQUIRE FEET OF THE PROPERTY FOR
4 A PERIOD OF NINE (9) MONTHS WITH AN OPTION TO EXTEND FOR THREE (3) SUCCESSIVE
5 PERIODS OF THREE (3) MONTHS EACH, ON THE TERMS AND CONDITIONS, SUBSTANTIALLY AS
6 SET FORTH IN THE LEASE ATTACHED HERETO AS EXHIBIT "A". MONTHLY RENTAL DURING
7 THE INITIAL AND OPTION TERMS SHALL BE \$0.25 PER SQUARE FOOT PER MONTH TRIPLE NET
8 WITH TENANT PAYING ITS PROPORTIONATE SHARE OF REAL ESTATE TAXES, AS
9 APPLICABLE, BUILDING INSURANCE, COMMON AREA / BUILDING MAINTENANCE, AND
10 UTILITIES ; 2) SELLER ASSIGNING THE LEASES WITH NEXTEL (ATTACHED HERETO AS
11 EXHIBIT "B") AND US WIRELESS (ATTACHED HERETO AS EXHIBIT "C"), TO BUYER AT
12 CLOSING; 3) BUYER CONFIRMING THAT THE LEASE WITH US WIRELESS MAY BE
13 TERMINATED OR THE FACILITIES RELOCATED WITH REASONABLE NOTICE IN THE EVENT
14 THE OWNER ELECTS TO RE-DEVELOPE THE PROPERTY WITHOUT FULL DEMOLITION.
15 (BUYER, AT ITS ELECTION, MAY WAIVE THIS CONDITION UPON FURTHER REVIEW WITH THE
16 COUNTY AND/OR US WESTWIRELESS REGARDING THE FACILITIES INSTALLED BY THIS US
17 WEST); AND 4) BUYER AND SELLER AGREEING ON THE FORM OF CONTRACT OR NOTE AND
18 TRUST DEED TO BE USED IN CONJUNCTION WITH THE SALE.

19 IN THE EVENT BUYER AND SELLER DO NOT AGREE TO THE LEASE BACK AGREEMENT, THE
20 FORM OF CONTRACT OR NOTE AND TRUST DEED OR THE OTHER CONDITIONS SET FORTH
21 HEREIN, ON OR PRIOR TO DECEMBER 30, 2002, THEN THIS TRANSACTION SHALL TERMINATE
22 AND THE EARNST MONEY SHALL BE RETURNED TO BUYER.

23 4. Title Insurance. Within FIVE (5) days after the Execution Date, Seller shall deliver to Buyer a CURRENT
24 preliminary title report from the Title Company (the "Preliminary Commitment"), together with complete and legible
25 copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the Property.
26 Buyer shall have FIVE (5) days after receipt of a copy of the Preliminary Commitment within which to
27 give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property.
28 Within FIVE (5) days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether it is
29 willing and able to remove the objected-to exceptions. Within FIVE (5) days after the date of such notice
30 from Seller, Buyer shall elect whether to purchase the Property subject to the objected-to exceptions, which Seller is
31 not willing or able to remove or terminate this Agreement. On or before the Closing Date (defined below), Seller
32 shall remove all exceptions to which Buyer objects and which Seller agrees Seller is willing and able to remove. All
33 remaining exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall be
34 "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at closing shall contain no
35 exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an owner's standard form title
36 insurance policy. NOTWITHSTANDING THE FORGOING BUYER HAS REVIEWED THE TITLE
37 REPORT DATED DECEMBER 1, 2001 FROM FIRST AMERICAN TITLE AND AGREES TO
38 PURCHASE THE PROPERTY SUBJECT TO EXCEPTIONS 3 & 4, OF SAID REPORT THE
39 LEASEBACK FROM MULTNOMAH COUNTY, AND EXISTING LEASES FOR NEXTEL AND US
40 WIRELESS.

41 5. Default; Remedies. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or
42 waived by Buyer and Buyer nevertheless fails, through no fault of Seller, to close the purchase of the Property,
43 Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through
44 no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or
45 in equity, including without limitation, the remedy of specific performance.

6. Closing of Sale. The sale shall be closed on or before FEBRUARY 5, 2003, or _____ days after _____ the Execution Date (the "Closing Date") in escrow at the Title Company. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer and Seller shall deposit with the Title Company all documents and funds required to close the transaction in accordance with the terms of this Agreement. At closing, Seller shall deliver a certification in a form approved by Buyer that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code. If Seller is a foreign person and this transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall be instructed by the parties to withhold and pay the amount required by law to the Internal Revenue Service. At closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____ (the "Deed"). If this Agreement provides for the conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall deposit with the Title Company (or other mutually acceptable escrow) the executed and acknowledged Deed, together with written instructions to deliver such deed to Buyer upon payment in full of the purchase price. At closing, Seller shall pay for and deliver to Buyer a standard form owner's policy of title insurance in the amount of the purchase price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions in a standard form policy.

7. Closing Costs; Prorates. Seller shall pay the premium for the title insurance policy, which Seller is required to deliver pursuant to the above paragraph. Seller and Buyer shall each pay one-half of the escrow fees charged by the Title Company, any excise tax, and any transfer tax. Real property taxes for the tax year in which the transaction is closed, assessments (if a Permitted Exception), personal property taxes, rents on existing tenancies paid for the month of closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. Prepaid rents, security deposits, and other unearned refundable deposits regarding the tenancies shall be assigned and delivered to Buyer at closing. The Property ☒ does ☐ does not qualify for a special tax assessment or deferral program as follows: PUBLICLY OWNED EXEMPT PROPERTY TAX STATUS, ☒ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from such special assessment or EXEMPT PROPERTY TAX STATUS program.

8. Possession. Buyer shall be entitled to exclusive possession of the Property, subject to tenancies existing as of the Closing Date, ☒ on the Closing Date UNLESS OTHERWISE MUTUALLY AGREED TO IN WRITING BY BOTH PARTIES or ☐ _____.

9. Condition of Property. Seller represents that, to the best of Seller's knowledge, a) there are no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the Property, except as disclosed in Seller's Property Offering RFO dated 5/28/02; b) there is no litigation pending, or to Seller's knowledge, threatened, involving Seller or the Property; c) Seller has not released any hazardous materials on the Property, and to Seller's knowledge, there have been no other releases of hazardous materials and no asbestos or PCB's on the Property other than disclosed by seller in the Property Offering RFO dated 5/28/02 and the Phase I Environmental Site Assessment prepared for the Property by PBS Engineering dated July 2002 and Oregon DEQ letter dated 7/26/02 re: File No. 26-94-0136; d) Seller has the sole right and authority to enter into this Agreement and to sell the Property to Buyer without being in breach of any agreement to which Seller is party, e) there are no leases or agreements affecting the Property or occupancy of the Property to parties other than the leases to Nextel and US Wireless (which are in good standing and current as to payment of rent) and those approved by Buyer in writing (the Lease Back to Seller) prior to closing, and f) at closing, no work has been conducted on the property or materials delivered, which has not been paid for and for which labor or material liens may be placed on the property. Risk of loss or damage to the Property shall be Seller's until closing and Buyer's at and after closing. No agent of Seller nor any agent of Buyer has made any representations regarding the Property. The real estate licensees named in this Agreement have made no representations to any party regarding the condition of the Property, the operations on or income from

1 the Property, or whether the Property or the use thereof complies with Laws. Except for Seller's representations set
2 forth in this Section 9, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of
3 its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's
4 obligation to close, and of Seller's right to retain the Earnest Money as of closing, that all of the Seller's
5 representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's
6 representations and warranties stated in this Agreement shall survive closing.

7 10. Personal Property. This sale includes the following personal property ☒ the personal property located on and
8 used in connection with the Property and owned by Seller, which Seller shall itemize in a schedule. Seller shall
9 deliver to Buyer such schedule within FIVE (5) days after the BUYER'S Execution Date BELOW.

10 11. Agency Disclosure. The following agency relationship(s) in this transaction is (are) hereby consented to and
11 acknowledged:

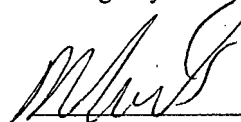
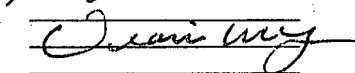
12 ☒ DONALD C. DRAKE OF MELVIN MARK BROKERAGE COMPANY (selling real estate licensee) is the
13 agent of (check one): ☒ Buyer exclusively as an agent of Buyer; ☐ ~~Seller exclusively as an agent of Seller;~~ ☐ both
14 ~~Seller and Buyer as set out in the in-company agreement.~~

15 ☐ _____ (listing agent if not the same as
16 selling agent) is the agent of (check one): ☐ Seller exclusively as Seller's agent; ☐ both Seller and Buyer as set out
17 in the in-company agreement.

18 ☐ _____ (real estate licensee) both Seller
19 and Buyer in a limited dual agency relationship pursuant to separate agreement.

20 ACKNOWLEDGED

21 Buyer:
22 Buyer:
23 Seller:
24 Seller:

Dated:
Dated:
Dated:
Dated:

11.15.02

1.9.03

Designated
Broker(s)
Initials

25 12. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in
26 writing and signed by the party to be bound. Any notice or payment will be deemed given when personally
27 delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given
28 on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mails,
29 postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is
30 a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.
31 If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such
32 last day will be deemed extended to the next following business day.

33 13. Assignment. Buyer ☒ may assign ☐ ~~may not assign~~, if the assignee is an entity owned and controlled by
34 Buyer this Agreement or Buyer's rights under this Agreement without Seller's prior written consent. If Seller's
35 consent is required for assignment, such consent may **not be unreasonably** be withheld in Seller's sole discretion.

36 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including
37 without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are
38 retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this
39 Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals',
40 accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably
41 necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof

shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

15. Statutory Land Use Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM AND FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

16. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 15 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

17. Addendums; Exhibits. The following named addendums and exhibits are attached to this Agreement and incorporated within this Agreement: ☐ none or ☒ EXHIBITS "A", "B" AND "C"

18. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on **JANURARY 5 , 2002** to accept this offer. Acceptance is not effective until a copy of this Agreement, which has been signed and dated by Seller is actually received by Buyer. If this offer is not so accepted, it shall expire and the Earnest Money and any interest thereon, shall be promptly refunded to Buyer.

19. Seller's Acceptance and Buyer's Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions in this Agreement and further agrees to pay a commission in the total amount computed in accordance with the listing agreement or other commission agreement. If there is no written listing agreement or other commission agreement, Seller- Buyer hereby agrees to pay a commission to Melvin Mark Brokerage Company ☒ Two percent (2%) of the purchase price or ☐ \$_____. The commission is earned as of the date this Agreement is signed by Seller and Buyer. ~~Unless otherwise provided in a separate written agreement, The real estate commission is due on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited and retained by Seller in accordance with this Agreement, in addition to any other rights the listing agent may have, the listing agent shall be entitled to fifty percent (50%) of the Earnest Money, not to exceed any agreed commission, and Seller hereby assigns to the listing agent such amount.~~

20. Execution Date. The Execution Date is the later of the two dates shown beneath the parties' signatures below.

21. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

22. Real Estate Disclosure. Canterbury Real Estate Services is a licensed real estate brokerage in the State of Oregon.

23. Notices. All notices should be to:

Buyer:

with copies to:

Canterbury Real Estate Services

Donald C. Drake / Melvin Mark Brokerage Company

1750 SW Harbor Way, Suite 240

111 SW Columbia, Suite 1380

Portland, Oregon 97201

Portland, OR. 97201.

Ph: 503-222-2900

Ph: 503-223-9203

Fx: 503-274-1756

Fx: 503-223-4606

Seller c/o Bob Oberst

Multnomah Co. Facilities and Property Management,

401 N. Dixon Street, Portland Oregon 97227.

Ph. 503-988-3322

Fx. 503-988-5082

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer: **CANTERBURY REAL ESTATE SERVICES**

Seller: **MULTNOMAH COUNTY**

By

By

Execution Date: 11/15/02 3:00pm

Execution Date: 1.9.03

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # UC-1 DATE 01.09.03

DEB BOGSTAD, BOARD CLERK

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FACILITIES MANAGEMENT

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Exhibit "A"**LEASE**

Date:

("Landlord")

between:

("Tenant")

And: Multnomah County, Oregon
Facilities and Property Management
401 N. Dixon Street
Portland, Oregon 97227

Landlord leases to Tenant and Tenant leases from Landlord the following described property the "Premises") on the terms and conditions stated below:

The First and Second Floors of the Lessor's building located at 2505 S.E. 11th Avenue, Portland, Oregon (the "Ford Building") containing approximately 57,000 gross square feet, as shown on Exhibit A attached hereto.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence _____ and continue through _____ unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on _____ (the "Commencement Date").

1.3 Renewal Options. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for three successive terms of three months each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than thirty days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal

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term shall be identical with the original term except that Tenant will no longer have any option to renew this lease.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as base rent the sum of \$14,250.00 per month. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for health services processing facility, general office, warehouse and distribution purposes and uses incidental thereto and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

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(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking, Loading Docks and Freight Elevator. Tenant, its employees and clientele shall have the exclusive use of eight parking spaces in the parking lot at the Ford Building designated as spaces 1 through 8 on Exhibit B attached hereto. Tenant shall also have priority in usage of the Ford Building's loading docks and freight elevator, and other uses of the docks and freight elevator shall be coordinated with Tenant as to time and nature of use so as not to unreasonably interfere with Tenant's use. The surface parking lot at the Ford Building shall not be operated by Landlord so as to interfere with deliveries to and from Tenant at the Ford Building's loading docks, including deliveries by trucks and tractor-trailer combinations with trailers up to fifty feet in length.

3.4 Common Area.

(1) Tenant, its agents, employees and invitees shall have the nonexclusive right to use jointly with others the common areas of the Ford Building, subject to the provisions of this Lease. Common areas shall include all areas of the Ford Building

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and land parcel upon which the Ford Building is located which are used or intended to be used by occupants of the Ford Building and their agents, employees and invitees, including but not limited to parking lots, walkways, corridors, elevators, loading docks, garbage pickup areas and common area entryways.

(2) Tenant shall pay to Landlord as Additional Rent, an amount equal to 70% of the common area direct costs for operation, maintenance and repair of the common area necessary to keep the common area in good repair. Structural repairs, capital improvements, management fees, taxes and utility costs are excluded from such common area direct costs. Landlord shall notify Tenant of the estimated monthly amount of such costs to be paid by Tenant and Tenant shall pay the estimated monthly amount with the payment of Base Rent. Landlord shall, within 30 days after expiration of the term of this Lease or final renewal thereof, furnish to Tenant a statement showing the actual common area direct costs during the term with a computation of the difference between 70% of the actual common area direct costs and the estimated common area costs paid by Tenant. Payments in excess of 70% of the actual costs shall be refunded to Tenant by Landlord or Tenant shall pay to Landlord any excess of 70% of the actual costs over the estimated costs paid by Tenant within 30 days after the statement is furnished by Landlord.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligations. The following shall be the responsibility of Landlord:

(1) Repairs and maintenance of the roof and gutters, exterior doors, windows (excluding Premises windows) and walls (including painting), elevators, bearing walls, structural members, floor slabs, and foundation.

(2) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or tenants of other portions of the same building.

(3) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises.

(4) Repair and maintenance of the heating and air conditioning systems serving the Ford Building, excluding those serving only the Premises.

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4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to and within the premises.

(2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(3) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(4) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs that are required by this Section 4, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due or, at Tenant's election, collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 10 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

4.5 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection

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is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no structural improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

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7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. [Landlord shall cooperate in any reasonable manner with such contest by Tenant.]

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 New Charges or Fees. If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. Tenant, however, shall have no obligation to pay any income, profits, or franchise tax levied on the net income derived by Landlord from this lease.

Section 8. Services and Utilities.

8.1 Responsibility for Providing and Paying for Utilities and Services. Tenant shall be responsible for furnishing and paying for all water and sewer services, gas and electrical services, including heat and light, garbage collection, and all other facilities and utilities services required for Tenant's use of the Premises during the Term of this Lease. Tenant shall pay for all light bulbs, tubes and ballasts in the Premises. When Landlord leases or occupies any space on the Third Floor or Basement, Landlord shall separately meter those floors and pay for all utilities services used on those floors where feasible. If any utilities services are not on separate meters in such event, Landlord shall pay its proportionate share of such charges based upon the actual use of such utilities by Landlord or its other tenants. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises, except that Landlord shall be liable to Tenant for any damage to Lessee's electrical equipment, including, among other such equipment, computers and servers, which results from

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interruption of electrical service as a consequence of negligence on the part of Lessor, its employees, agents or contractors.

8.2 Excess Electrical Service Use. Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises using current in excess of that furnished from the Ford Building electrical system on the Commencement Date.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the Ford Building structure are destroyed or damaged such that the cost of repair exceeds 25% of the value of the Ford Building structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

Section 10. Eminent Domain

10.1 Partial Taking. If a portion of the Premises is condemned and Section 10.2 does not apply, the lease shall continue on the following terms:

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(1) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by arbitration in the manner provided in Section 18.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 10.1(1) and 10.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

10.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as termination by Landlord under Section 9.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

10.3 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 11. Liability and Indemnity

11.1 Liens

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(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of ___% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

11.3 Self Insurance. Tenant is self-insured for its liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300. A certificate of Self-Insurance will be provided upon request of Landlord.

Section 12. Quiet Enjoyment; Mortgage Priority

12.1 Landlord's Warranties. Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

12.2 Mortgage Priority. This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the Premises. However, if any lender holding such an Encumbrance requires that this lease be subordinate to the Encumbrance, then Tenant agrees that the lease

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shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that as long as Tenant performs its obligations under this lease no foreclosure, deed given in lieu of foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph. If the premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.

12.3 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 13. Assignment and Subletting. No part of the premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Section 14. Default. The following shall be events of default:

14.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 15 days after written notice that it is due.

14.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter.

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proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 15. Remedies on Default. In the event of default by Tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 16. Surrender at Expiration

16.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in equal condition as at the Commencement Date, subject to ordinary wear and tear, and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

16.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option,

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become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

16.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 125 percent of the rent last paid by Tenant during the original term or any renewal thereof, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 17. Miscellaneous

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17.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

17.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

17.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

17.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

17.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

17.6 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

17.7 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 10% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within 10 days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and

11/01/02 PRI 12:38 FAX 503.248.5082

FACILITIES MANAGEMENT

016

collection of a late charge shall not waive the breach caused by the late payment.

17.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

17.9 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

17.10 Oregon Tort Claims Act. Any covenant herein by Tenant to defend, indemnify or hold harmless the landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

Section 18. Arbitration

18.1 Disputes to Be Arbitrated. If any dispute arises between the parties [as to a matter which this lease says should be arbitrated, or as to any other question involving apportionment or valuation], either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.

18.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Landlord:

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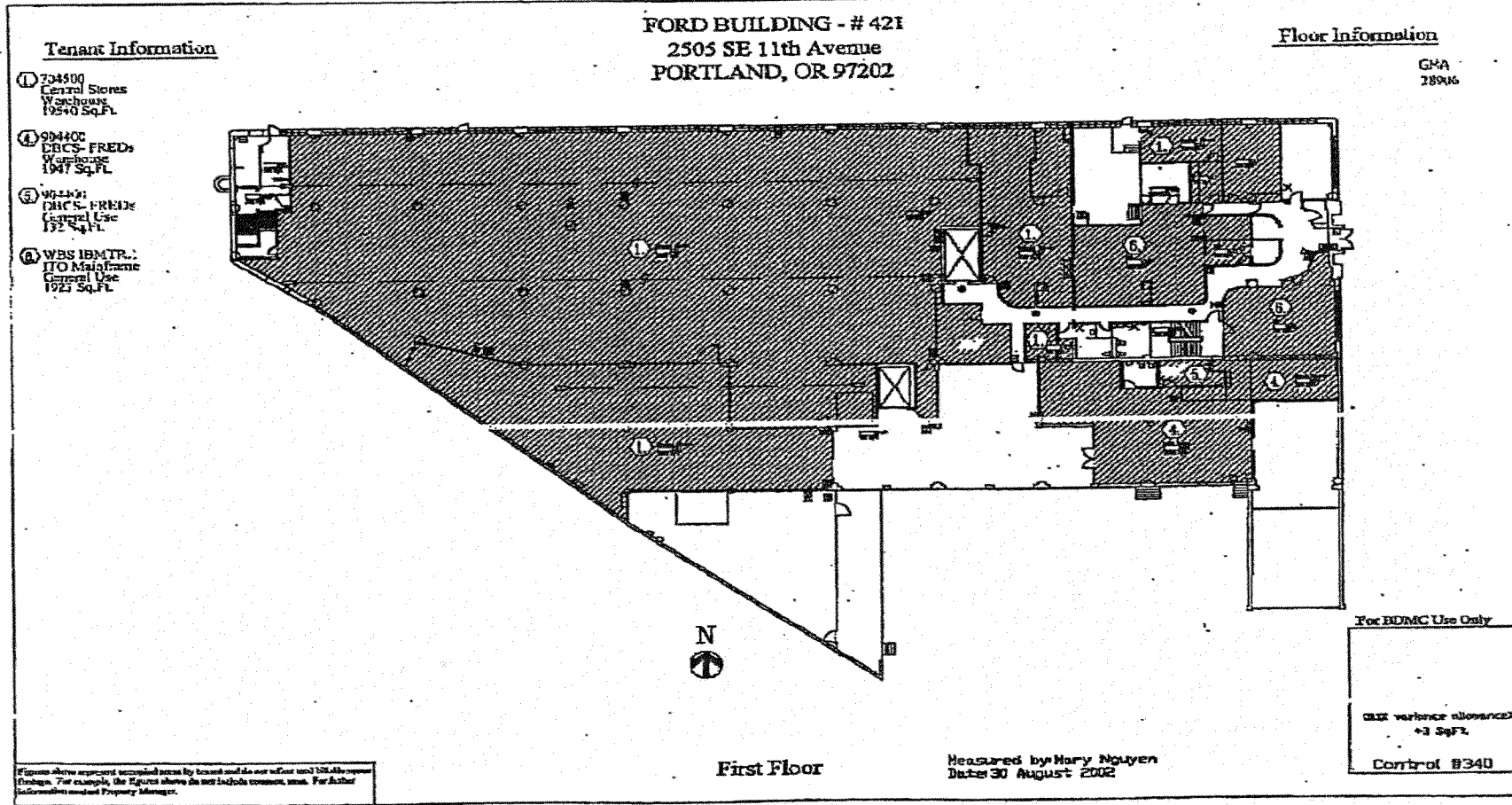
FACILITIES MANAGEMENT

017

By

Tenant:
Multnomah County, Oregon

By: Beverly Stein, County Chair



11/01/02 FRI 12:38 FAX 503 248 5082

FACILITIES MANAGEMENT

019

FORD BUILDING - # 421
2505 SE 11th Avenue
PORTLAND, OR 97202

Floor Information

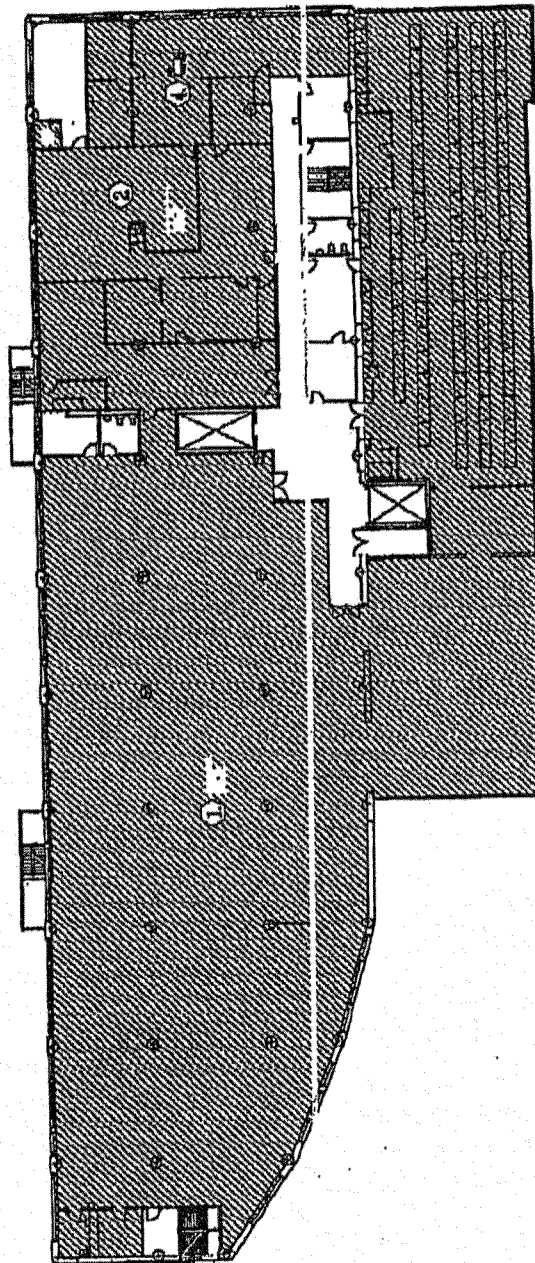
GMA
38172

Tenant Information

504300
Freds / Records
General Use
20349 Sq Ft

403150
Schools-Dental
General Use
1388 Sq Ft

WBS IIRMT.I
ISD Maintenance
General Use
1388 Sq Ft



For EDCMC Use Only

0.19
0.19
0.19

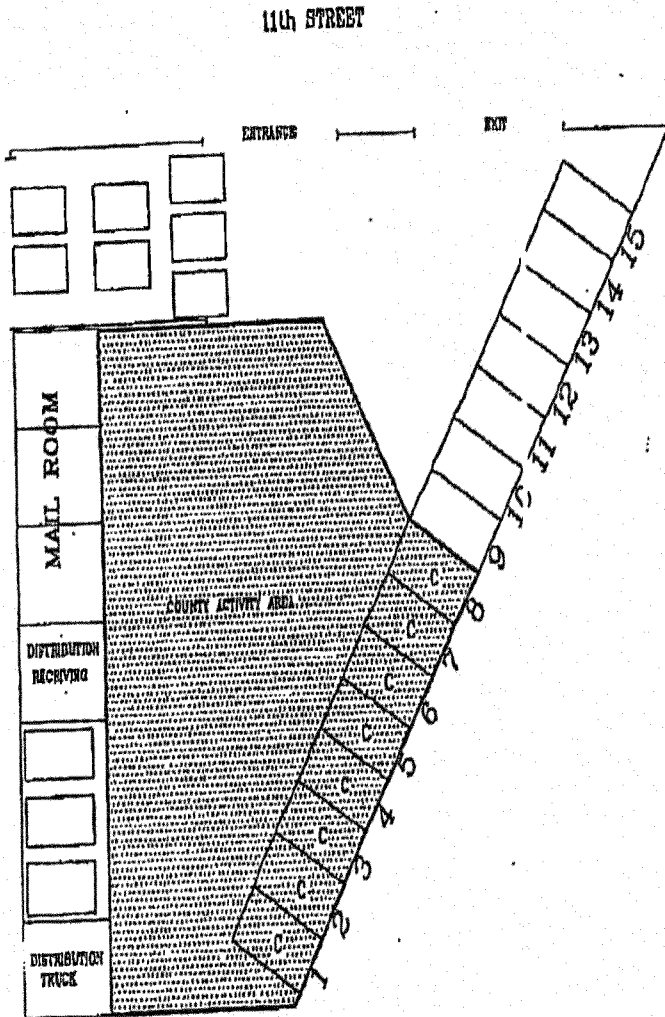
Control #223

Measured by May Nguyen
11/20/2001

Second Floor

as shown represented sampled areas by tenant and/or not listed with EDCMC use
for. For example, the figures shown do not include common areas. For further
information contact Property Management.

FORD BUILDING



PARKING LOT
Ford Building
2505 SE 11th Ave.
Portland, OR 97202

LEGEND

C COUNTY

NOTES

1. Spaces 9 thru 16 single deep to allow for large delivery trucks to back in.
2. Handicapped space to remain.

	PLANNING
	PARKING LOT #1
REVISION #	DATE 8-13-98
BY	BLANK 10-21

Exhibit "B"

Market: PNW
Site Number: OR0197-1
Site Name: Abernathy/Mulico Building

COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)

This Communications Site Lease Agreement ("Agreement") is entered into this 17th day of May, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 1750 112th Avenue NE, Bellevue, WA 98004 ("Lessee"), and Multnomah County, a political subdivision of the State of Oregon, with an office at 2505 SE 11th Avenue, Portland, OR 97202 ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and building (the "Building") located in the City of Portland, County of Multnomah, State of Oregon, commonly known as 2505 SE 11th Avenue, Portland, OR 97202 (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately two hundred fifty (250) square feet of space either adjacent to or on the roof of the Building and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. **Term.**

(a) The term of this Agreement shall be five (5) years commencing February 1, 2001 or start of construction of Lessee Facilities, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

(b) Holdover. If Lessee holds over at the end of term, the Lessor shall have the option to treat Lessee as a month to month Lessee, subject to all the provisions of this Agreement, except the provisions for term and renewal and subject to a rental rate at 150% of the rent last paid by Lessee from the premises and recover damages caused by wrongful holdover. If a month to month tenancy results from a holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 20 days prior to the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month to month tenancy.

5. **Rent.**

(a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Five Hundred Fifty and 00/100 DOLLARS (\$550.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at Multnomah County, 2505 SE 11th Avenue, Portland, OR 97202; Attention: Property Management.

(b) Beginning with fifth (5th) anniversary of the Commencement Date, the Rent shall increase to Six Hundred Fifty and 00/100 Dollars (\$650.00) per month. Beginning with tenth (10th) anniversary of the Commencement Date, the Rent shall increase to Seven Hundred Seventy-Five and 00/100 Dollars (\$775.00) per month. Beginning with the fifteenth (15th) anniversary of the Commencement Date, the Rent shall increase to Nine Hundred and 00/100 Dollars (\$900.00) per month. Beginning with the twentieth (20th) anniversary of the Commencement Date, the Rent shall increase to One Thousand Seventy-Five and 00/100 Dollars (\$1,075.00) per month. Beginning with the twenty-fifth (25th) anniversary of the Commencement Date, the Rent shall increase to One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per month.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an air conditioned equipment room in the Premises, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit plans and specifications for all such construction and installation to Lessor not less than twenty (20) days prior to commencing such construction and installation of the Lessee Facilities. Lessor shall have twenty (20) days from receipt of such plans and specifications to approve or

Market: PNW

Site Number: OR0197-1

Site Name: Abernathy/Multeo Building

disapprove said plans and specifications and Lessee shall not commence such construction prior to receipt of such approval in writing. Lessor's approval shall not be unreasonably withheld or delayed and Lessor's failure to give written approval or disapproval of said plans and specifications within the twenty (20) day period provided herein, shall be deemed approval by Lessor. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Upon expiration or termination of the Agreement Lessee shall have 120 days from the date of such expiration or termination to remove Lessee Facilities.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company and shall expire upon expiration or earlier termination of this lease.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall be entitled to reasonable access to the Premises during the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, except Holidays at no charge and without notice to Lessor for the purpose of exercising its permitted use under the Agreement. During other times, Lessee shall be entitled to access to the Premises upon reasonable notice to Lessor and at reasonable times. In case of an emergency involving Lessee's Facilities, Lessor shall provide access to Lessee upon not less than one hour's notice by Lessee and Lessee shall reimburse Lessor for any additional expense incurred by Lessor in providing such emergency access. Lessee shall use its best efforts to notify Lessor in advance of Lessee's maintenance or repair activities on the Premises in order to coordinate said activities with Lessor's operations. Lessee, and its agents, employees, contractors, guests and invitees shall have, for purposes of such access, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or Licensees of the Property, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor agrees that it shall not use, nor shall it permit its tenants, lessees, licensees, employees, invitees or agents to use any portion of the Property in any way which would unreasonably interfere with the operations of the Lessee Facilities, provided the continued use by Lessor or existing tenants, lessees or licensees in the same manner as existed at the time this Agreement was executed shall not constitute interference with the operation of the Lessee Facilities.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property. If, however, any increase in Lessor's real property taxes is the direct result of the installation of the Lessee Facilities, then Lessee shall reimburse Lessor that proportionate share of such tax increase provided that, as a condition of Lessee's obligation to pay such tax increase, Lessor shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due the installation of the Lessee Facilities.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

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Site Name: Abernathy/Multeo Building

11. Destruction or Condemnation.

(a) If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(b) The Lease Term and any Renewal Term of this Agreement may terminate upon demolition or redevelopment of the building by Lessor. Lessor shall give Lessee notice of its intent to demolish the building or redevelop the Property at least 270 days prior to such redevelopment. Lessor and Lessee agree that they will work together following such notice to permit Lessee to relocate the Lessee Facilities on the Property. If Lessor and Lessee are unable to agree to a mutually acceptable location on the Property or if Lessor's redevelopment plan will not permit such relocation, this Agreement shall terminate as noted above, and all rights and obligations of either party under this Agreement shall cease upon such termination except such rights and obligations which arose and were enforceable prior to such termination.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein, and proof of such insurance shall be provided to Lessor. Lessor is self-insured for general auto and professional liability in accordance with the provisions of the Oregon Tort Claims Act. Lessor maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. Lessor's exposure for general, auto and professional liability is limited by ORS 30.270 to \$50,000.00 property; \$100,000.00 personal injury per person and \$500,000.00 total damages per occurrence.

13. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Notwithstanding anything to the contrary contained herein, Lessee agrees that it will not exercise its right to assign under Paragraph 13 to any entity whose net worth does not equal that of Lessee.

14. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

15. Repairs. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee or installation or construction of the Lessee Facilities. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

16. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to the best of Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

17. Liability and Indemnity. Lessee shall defend, indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or

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Lessee's agents or employees in or about the Property. The duties described in this Paragraph 18 survive termination of this Agreement.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Multnomah County
2505 SE 11th Avenue
Portland, OR 97202
Attn: Property Management

Lessee: Nextel West Corp.
1750 112th Avenue NE
Bellevue, WA 98004
Attn: Property Manager

With a copy to:
Nextel West Corp.
1750 112th Avenue NE
Bellevue, WA 98004
Attn: System Development Manager

With a copy to:
Nextel Communications, Inc.
2001 Edmund Halley Drive
6th Floor Mail Stop 6E630
Reston, Virginia 20191-3436
Attn: Site Leasing Services, Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Oregon.

(f) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(h) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

19. Marking and Lighting Requirements. Lessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC not associated with the installation of Lessee Facilities.

20. Oregon Tort Claims Act. Any covenant herein by Lessor to defend, indemnify or hold harmless the Lessee, including any obligations arising pursuant to Paragraph 9, shall be subject to the provisions of the Oregon Tort Claims Act ORS 30.260 - 30.300 and within the limits in ORS 30.275.

21. Equipment Removal.

(a) Prior to expiration or other termination of the Agreement term, Lessee shall remove all equipment that remains its property. If Lessee fails to remove equipment in compliance with Paragraph 6(a), this shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessor's Collateral Agent as provided below in Paragraph 21(c), Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account.

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Site Name: Abernathy/Multeo Building

Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

(b) Lessee shall, at its expense, remove the Lessee Facilities and Lessee shall restore the Premises to the same condition which existed at the effective date of this Agreement, normal wear, tear and casualty excepted. In the event of failure to do so, Lessor may restore the premises itself at Lessee's expense. In the event that the Lessee Facilities are not removed, Lessee has notified Lessor that the following is collateral agent for entities having an interest in the Lessee Facilities because of financing arrangements:

Collateral Agent Chase Manhattan Bank, N.A.
One Chase Manhattan Plaza, 4th Floor
New York, NY 10081
Attn: Tracy Navin

(c) If Lessor removes the Lessee Facilities, Lessor must give written notice to the above at the address provided, informing them that the Lessee Facilities have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days. The obligations of this paragraph shall survive the expiration or other termination of this Agreement.

22. Default.

(a) The occurrence of any one of the following events shall constitute an "Event of Default" under this Agreement by Lessee:

1. Failure of Lessee to make any payment required under this Agreement when due and when such failure continues for a period of fifteen (15) days after mailing of written notice by Lessor to Lessee.
2. Failure of Lessee to comply with any provision of this Agreement other than payment, with such failure continuing for thirty (30) days after mailing of written notice by Lessor to Lessee specifying the nature of non-compliance by Lessee with reasonable particularity provided. If the nature of the default is such that more than thirty (30) days are required to cure, Lessee shall not be in default if it commences cure within thirty (30) days after notice and thereafter diligently prosecutes the work to completion.
3. The filing by Lessee or any guarantor of Lessee's obligations under this Agreement of a petition under any section or chapter of the present Federal Bankruptcy Act (or foreign equivalent) or amendment thereto or under any similar law or statute of the United States (or foreign country) or any state (or Province) thereof. Of, the failure of the dismissal, within thirty (30) days after the filing of an involuntary petition or insolvency against Lessee or any guarantor of Lessee's obligations.
4. The appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations under this Agreement. Such receivership shall not have been terminated or stayed within the time permitted by law.
5. The attachment, execution or other judicial seizure of substantially all of Lessee's assets located on the Premises or of Lessee's interest in this Agreement where such seizure is not discharged within thirty (30) days.

(b) Lessor shall not be in default under the terms of this Agreement unless it fails to perform its obligations hereunder within a reasonable time after written notice by Lessee to Lessor specifying the nature of the default. Lessor shall have thirty (30) days to commence and cure the default. If the nature of the default is such that more than thirty (30) days are required to cure, Lessor shall not be in default if it commences cure within thirty (30) days after notice and thereafter diligently prosecutes the work to completion.

23. Remedies Upon Lessee's Default.

(a) In the event of default, the Agreement may be terminated at the option of Lessor by written notice to Lessee as provided in Paragraph 10. Whether or not the Agreement is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

(b) Right to Replace Lessee/Reletting. Following abandonment, Lessor may relet the Premises for the intended purpose of this Agreement and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Lessor shall not be required to relet to any Lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Agreement, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Market: PNW

Site Number: OR0197-1

Site Name: Abernathy/Multeo Building

(c) Damages. In the event of termination or retaking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Agreement term, the following amounts as damages:

(1) The loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying out.

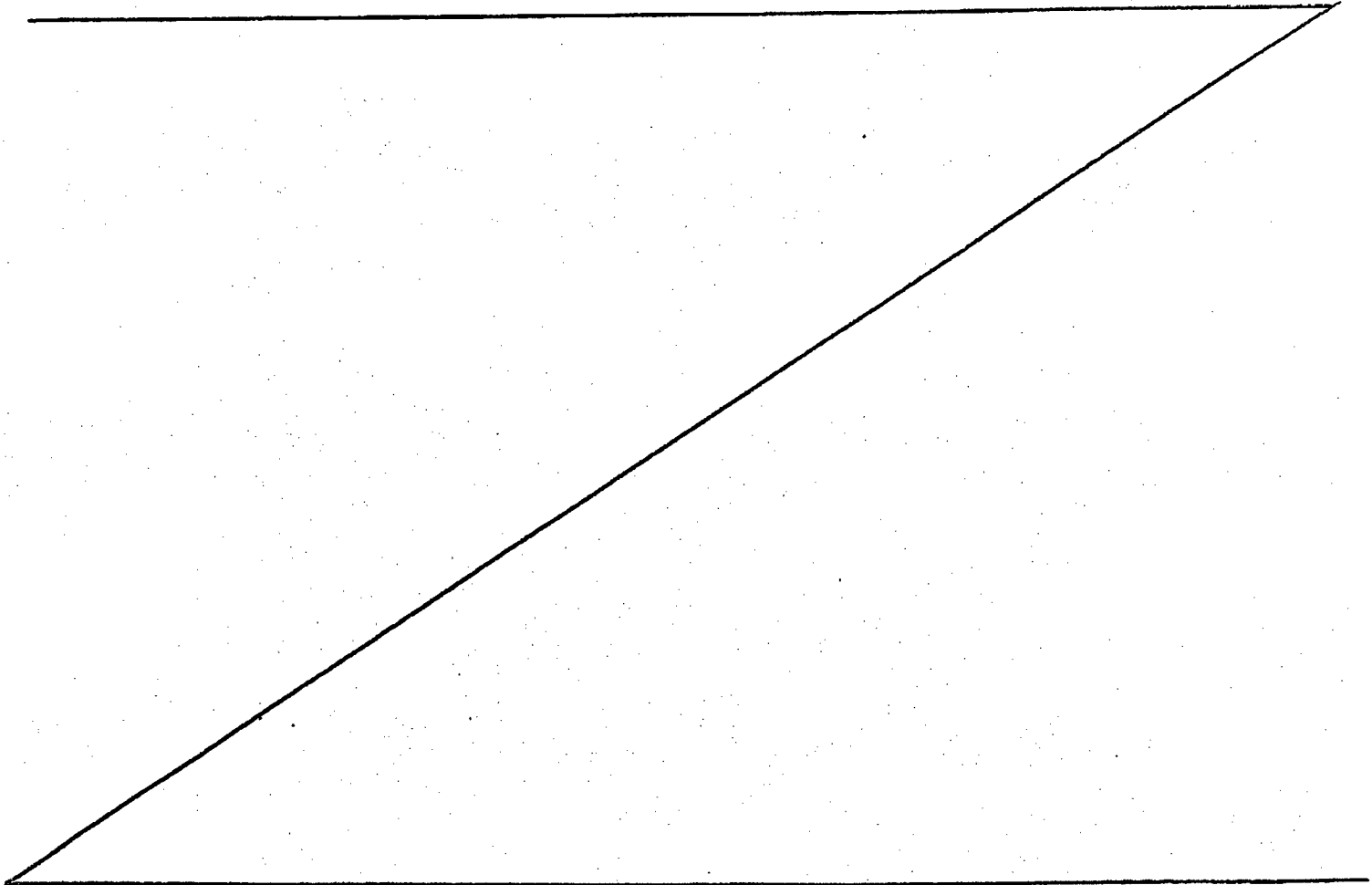
(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Paragraph 12.B.e. or any other expense occasioned by Lessee's default, including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commission, and advertising costs.

(3) Any excess of the value of the rent and all of Lessee's other obligations under this Agreement over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

(4) Right to Sue More Than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Agreement term, and no action for damages shall bar a later action for damages subsequently accruing.

(5) Right to Cure Defaults. If Lessee fails to perform any obligation under this Agreement, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of 10 % per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.

(6) Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.



Market: PNW
Site Number: OR0197-1
Site Name: Abernathy/Multeo Building

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR: Multnomah County, a political subdivision
of the State of Oregon

LESSEE: Nextel West Corp., a Delaware corporation

By: [Signature]
Title: Vice Chair
Title: _____
Tax ID#: _____

Mark B. Nelson
By: Mark B. Nelson
Title: Vice President
Date: May 17, 2000
Tax ID#: _____

STATE OF _____
COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

(SEAL)

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY: [Signature]
ASSISTANT COUNTY ATTORNEY
DATE: May 2, 2000

Market: PNW

Site Number: OR0197-1

Site Name: Abernathy/Multeo Building

STATE OF Washington
COUNTY OF King) ss.

On May 17, 2000 before me, Kasey D. Sebastian Notary Public, personally appeared Mark B. Nelson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kasey D. Sebastian
Notary Public

My commission expires: 5/1/04

Market: PNW
Site Number: OR0197-1
Site Name: Abernathy/Multeo Building

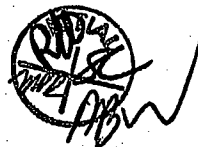
EXHIBIT A**DESCRIPTION OF LAND**

to the Communications Site Lease Agreement dated May 17, 2000, by and between Multnomah County, a political subdivision of the State of Oregon, as Lessor, and Nextel West Corp. a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows:

The following described property in the Northwest one-quarter of Section 11, Township 1 South, Range 1 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at the intersection of the South line of S.E. Division Street, in the City of Portland with the West line of S.E. 11th Avenue; thence running South along the West side line of said S.E. 11th Avenue, 276.71 feet, more or less, to a point in the Northeasterly side line of the right-of-way of the Oregon and California Railroad Company (now Southern Pacific Company); thence Northwesterly following said Northeasterly line of said right-of-way, 445.92 feet, more or less, to the intersection of said side line of said right-of-way with the South line of S.E. Division Street; thence East along said South line of said S.E. Division Street, 350.00 feet to the place of beginning.

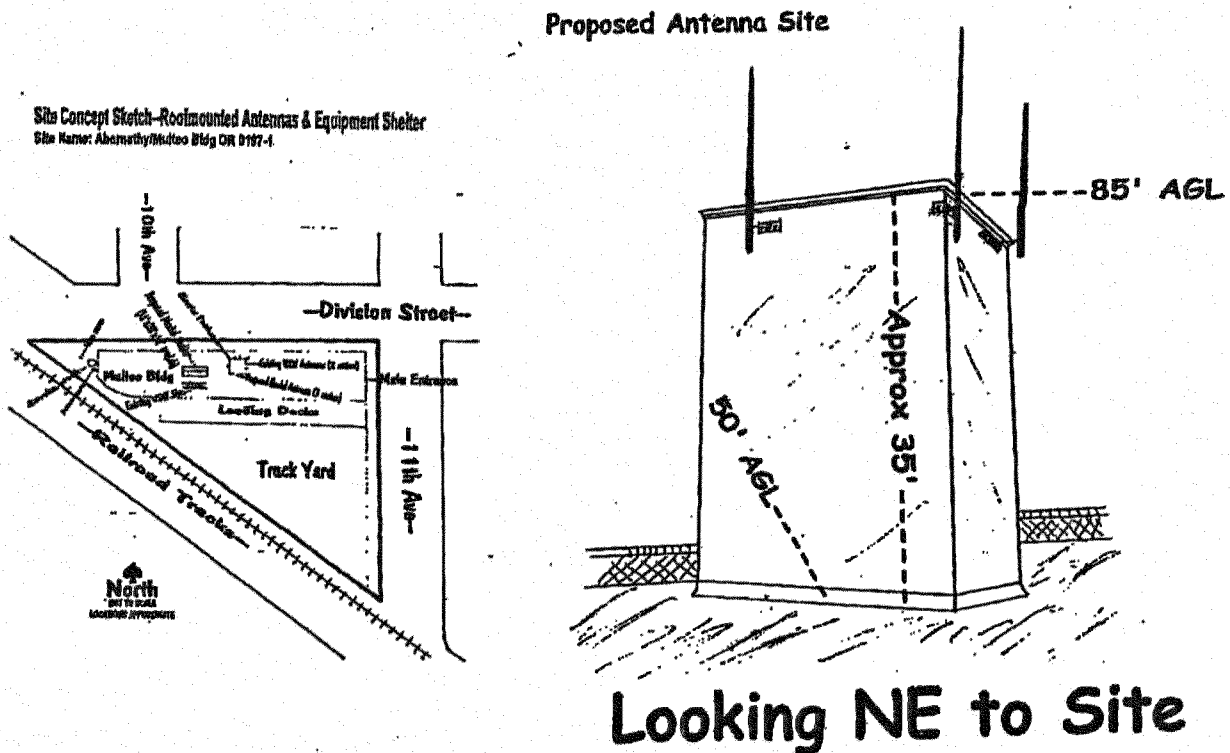
A circular stamp with the text "RECEIVED" and "MAY 17 2000" is visible. Overlaid on the stamp is a handwritten signature that appears to be "ABW".

Market: PNW
 Site Number: OR0197-1
 Site Name: Abernathy/Mulloo Building

EXHIBIT B**DESCRIPTION OF PREMISES**

to the Communications Site Lease Agreement dated May 17, 2000, by and between Multnomah County, a political subdivision of the State of Oregon, as Lessor, and Nextel West Corp., a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:

**Notes:**

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The locations of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

Exhibit "C"

MULTNOMAH COUNTY OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 1997 ("Date of Agreement") by and between Multnomah County, a Political Subdivision of the State of Oregon ("Lessor") and USWEST COMMUNICATIONS WIRELESS GROUP, a division of USWEST Communications, Inc., a Colorado Corporation ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

WHEREAS, Lessor is the owner of certain real property including building as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee believes that a portion of the building upon the Property consisting of an area of approximately 160 square feet of space located on the roof of the building as more particularly described in Exhibit B attached hereto and made a part hereof by this reference ("Site") is suitable for installation and operation of its Communication Facilities as described below; and

WHEREAS, Lessee desires to obtain an option for lease of the Site for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor, for and in consideration of this agreement and mutual benefits, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents an Option to lease the Site for the Permitted Use as set forth in Section 3 below.

2. Option. The option to lease Lessor's Site may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period.

In the event that Lessee has not exercised its option to lease the Site within six months after the Date of Agreement, Lessee shall pay to Lessor upon the first day of each month of its option after said six months, including any extension of its option, the sum of \$100.00. All of such payments shall be applied to Rent payable to Lessor under Section 5 hereof if Lessee shall exercise its option to lease the Site; such payments shall otherwise be non-refundable.

Lessee's exercise of its option to lease the Site shall be in writing, delivered by U.S. Certified Mail, postage prepaid, to Lessor.

3. Permitted Use. The location on Lessor's Property upon which Lessee shall be occupying and installing its facilities in the event it exercises its option shall be the "Site", which is more particularly described in Exhibit B, which is attached hereto and made a part hereof by this reference.

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right, with prior written consent of Lessor which shall not be unreasonably withheld, to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities.

(b) Lessee shall be entitled to reasonable access to the Site during the hours 9:00 AM to 4:30 PM, Monday through Friday, except holidays, for the purpose of exercising its Permitted Use under this Agreement. During other times, Lessee shall be entitled to access to the Site upon reasonable notice to Lessor and at reasonable times. In case of emergency involving Lessee's Communications Facilities, Lessor shall provide access to Lessee upon one hour's notice by Lessee. Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site subject to prior written consent of Lessor, which shall not be unreasonably withheld.

4. Term. This Lease, if Lessee exercises its option, shall be for a term of five years ("Lease Term"), and shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, return receipt requested of its intent to execute its right to lease the Site. Lessee shall have a right to renew the Lease Term for a maximum four additional consecutive terms at five years each beginning at expiration of the Lease Term (each being a "Renewal Term"). Term will automatically renew unless Lessee notifies Lessor by written notice, return receipt requested, of Lessee's intent not to renew the term.

The Lease Term and any Renewal Term of this Agreement shall terminate upon demolition of the building by Lessor or destruction of the building by any other cause. All rights and obligations of either party under this Agreement shall cease upon such termination except such rights and obligations which arose and were enforceable prior to such termination.

5. Rent.

(a) Each month during the initial Lease Term Lessee shall pay five hundred fifty and no/100 dollars (\$550.00) ("Lease Payment") to Lessor as Rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. Rent during additional Lease Renewal Terms shall be paid as follows.

Renewal Term 1 - Year 6-10	\$ <u>650.00</u> /Month
Renewal Term 2 - Year 11-15	\$ <u>750.00</u> /Month
Renewal Term 3 - Year 16-20	\$ <u>850.00</u> /Month
Renewal Term 4 - Year 21-25	\$ <u>1,000.00</u> /Month

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the Property, which are directly attributable to Lessee's lease of the Site, and Lessor agrees to furnish proof of such increase to Lessee.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, or contractors shall have the right to enter upon Lessor's Property upon notice to Lessor as required in Section 3(b) hereof to inspect, examine, sample and conduct all engineering tests or studies of the regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee, are necessary to determine the physical condition of the Site, Lessor's title to the Site and the feasibility or suitability of the Site for Lessee's permitted use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition including hazardous substances as defined in Section 8(a) on or with respect to the Site. However, Lessor shall rely on Lessee being fully satisfied with Site, if Lessee submits no objections to Site after Lessee's inspection as provided herein. Lessee shall be responsible for any damage, loss or destruction to the Property as a result of the actions of its employees, representatives or agents during such due diligence activities.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use of the Property by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to the Property on the Date of Agreement ("Existing Tenants").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would unreasonably interfere with the operation of Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

8. Environmental Matters.

(a) "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized pursuant to any federal, state or local environmental safety law or regulation.

(b) The Lessee shall not use in any way, or permit or suffer the use of the Property or the Site or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein, unless it has received the prior written consent of the Lessor, which may not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be permitted to use, in a legal manner, without further consent from Lessor batteries or diesel-powered generators ordinarily used as back-up power sources for the Communications Facilities, and those Hazardous Substances which are necessary for the construction and installation of the Communications Facilities and the removal of the Communications Facilities at the termination or expiration of the Agreement.

(c) Any substance which the Lessor permits the Lessee to treat, store, transfer, or dispose of must be done in strict compliance with any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect.

(d) Lessee shall be solely responsible for and will defend, indemnify and hold Lessor its agents, and employees harmless from and against any claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property which may result from Lessee's use or bringing of Hazardous Substances upon the Site or the Property.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. In the event Lessee is self insured, Lessee shall supply Lessor with a certificate of self-insurance which complies with the policy limitations set forth above.

Lessee shall defend, indemnify and hold harmless the Lessor against and from any and all claims, suits, losses or liability arising from the negligent acts or omissions of Lessee, its employees, agents, licensees, contractors and invitees.

If any condemning authority takes the Property or any portion thereof which renders the Site unusable by Lessee for the Permitted Use, this Agreement shall terminate and all further rights and obligations of the parties shall cease as of the date of such termination, except such rights and obligations which arose and were enforceable prior to such termination. Lessor shall be entitled to all proceeds of condemnation and Lessee shall have no claim against Lessor as a result of the condemnation. Lessee shall be free to make a separate claim against the condemning authority for its Communications Facilities and business losses or expenses so long as such claim does not interfere with or reduce Lessor's claim or award.

10. Assignment and Subleasing.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee without Lessor's consent.

(c) Upon notification to Lessor of any effective assignment as provided in Section 10.(a) above, Lessee shall be relieved of all performance, liabilities and obligations under this Option and Site Lease Agreement except for performance, liabilities and obligations arising prior to such assignment. Lessee shall remain primarily responsible for Lessee's performance, liabilities and obligations under this Option and Site Lease Agreement in the event of assignments made hereunder without consent of Lessor.

(d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, then Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Option and Site Lease Agreement may be terminated as follows:

(a) by Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) by the non-defaulting party if the other party defaults (other than a default described in Section 11(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as

the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) by Lessee upon sixty (60) days prior written notice.

In the event of termination as a result of default, the non-defaulting party shall be entitled to and may avail itself of any remedies provided in this Agreement or otherwise available to it under law.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Option and Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

Multnomah County

2505 SE 11th Avenue

Portland, OR 97202

Attention: Property Management

If to Lessee, to:

USWEST Communications, Inc.

C/O USWEST Business Resources, Inc.

188 Inverness Drive West, Suite 420

Englewood, Colorado 80112

Attn: PSL Manager/PCS Real Estate with a copy to:

USWEST Communications Wireless Group

1249 NE 145th #105

Seattle, WA 98155

Attention: Regional Real Estate Manager

15. Miscellaneous.

(a) This Option and Site Lease Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property and the Site that is the subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understanding of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon.

(d) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

(e) Any covenant herein by Lessor to defend, indemnify or hold harmless the Lessee shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:
Multnomah County

BY: Beverly Stein (MP)

ITS: County Chair

Federal Tax I.D. or
Social Security No. 93-6002309

ATTEST: _____

LESSEE:
USWEST Communications, Inc.

BY: Shirley Sater

ITS: Attorney-in-Fact

USWEST Communications Wireless Group

BY: [Signature]

ITS: V.P. OPERATIONS & ENGINEERING

ATTEST: _____

REVIEWED

129BO

By [Signature]

MULTNOMAH COUNTY

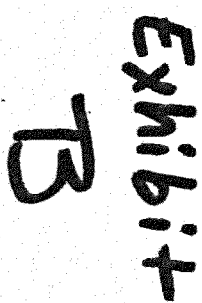
Approved as to form
Knapp & Rome, L.L.C.
Legal Counsel for USWC
11/23/97

MULTNOMAH COUNTY OPTION AND SITE LEASE AGREEMENT

EXHIBIT A

Tax Lot 1 of Block 63, Tibbetts Addition, Portland, Multnomah County, Oregon.

A-1



AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: January 9, 2003

Bud Mod #:

Agenda Item #: R-1

Estimated Start Time: 9:30 AM

Date Submitted: 11/05/02

Requested Date: January 9, 2003 Time Requested: 15 mins
Department: Business & Community Svcs Division: Director's Office
Contact/s: Tom Simpson
Phone: 503 988-4233 Ext.: 84233 I/O Address: 503/4th
Presenters: Tom Simpson and the County HIPAA Steering Committee

Agenda Title

Resolution designating the County as a 'hybrid covered entity' for purposes of HIPAA compliance and briefing the Board of Commissioners on the County's HIPAA compliance project

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

1. **What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of the resolution. County HIPAA Steering Committee and Business and Community Services support this action.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

The 1996 Health Insurance Portability and Accountability Act (HIPAA) requires that organizations impacted by HIPAA designate in writing which functions are within HIPAA's scope and which are not. This Resolution designates the County as a hybrid covered entity and sets forth departments, divisions and functions that are considered health care components. These components will be required to become HIPAA compliant by the deadlines set forth in the legislation. The first deadline is April 14, 2003, and will require implementation of the privacy rules concerning protected health information.

3. **Explain the fiscal impact (current year and ongoing).**

The fiscal impact to the health care components is both direct and indirect. The direct expenses are actual funds expended to become HIPAA compliant. These include training courses, training software, project management assistance, computer system translation software and new case management software. These costs were estimated to be \$500,000 to \$1,000,000. These funds are already budgeted and in many cases were anticipated by the departments.

The indirect costs are primarily staff time in redesigning policies, procedures and practices in order to align them with the new HIPAA requirements. Many, if not most, staff in the health care components will find that they will be performing some of their tasks differently due to this legislation.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues involved.

Legal and policy issues are constantly being addressed as various county entities grapple with the implications of HIPAA. The County Attorney's Office is working closely with each health care component to assess the legal and policy ramifications of HIPAA. Issues will be addressed through the propagation of new policies and procedures throughout the County.

5. **Explain any citizen and/or other government participation that has or will take place.**

Multnomah County is working closely with the State of Oregon, especially the State Department of Human Resources, in aligning its efforts with those of the State. In addition Multnomah County is cooperating with several other Oregon counties on their HIPAA efforts, sharing documents, procedures and ideas.

Required Approvals (typed names indicate approval)

Department/Agency Director (type name of approver): M. Cecilia Johnson

Agenda Review Team

By: (type name of approver):

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Designation of County as a 'Hybrid Covered Entity' for Purposes of HIPAA Compliance

The Multnomah County Board of Commissioners Finds:

- a. The 1996 Health Insurance Portability and Accountability Act (HIPAA), and implementing regulations, impose a variety of requirements on public and private entities to protect the privacy of individually identifiable health information.
- b. A number of county departments, divisions or programs handle individually identifiable health information and must comply with HIPAA requirements. A number of county departments, divisions and programs fall outside HIPAA's scope.
- c. To develop and implement a compliance plan, the County must designate in writing which County functions are within HIPAA's scope and which are not.
- d. The County has determined that it should be designated a "hybrid covered entity" for purposes of HIPAA implementation.
- e. The Department of Community and Business Services, through its HIPAA Coordinator, has developed an organizational chart (Attachment A) setting forth those departments, divisions and functions that would be considered "health care components" under HIPAA and therefore are part of the County "hybrid covered entity."
- f. Amendments to the "covered hybrid entity" organizational chart will be needed from time to time as realignments occur within the county structure.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County is designated as a "hybrid covered entity" for purposes of HIPAA compliance.
2. The organizational chart presented in Attachment A is adopted as the operating model for purposes of HIPAA compliance.

3. The Director of the Department of Community and Business Services is authorized to amend the organizational chart as required over time to maintain ongoing HIPAA compliance.

ADOPTED this 9th day of January, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

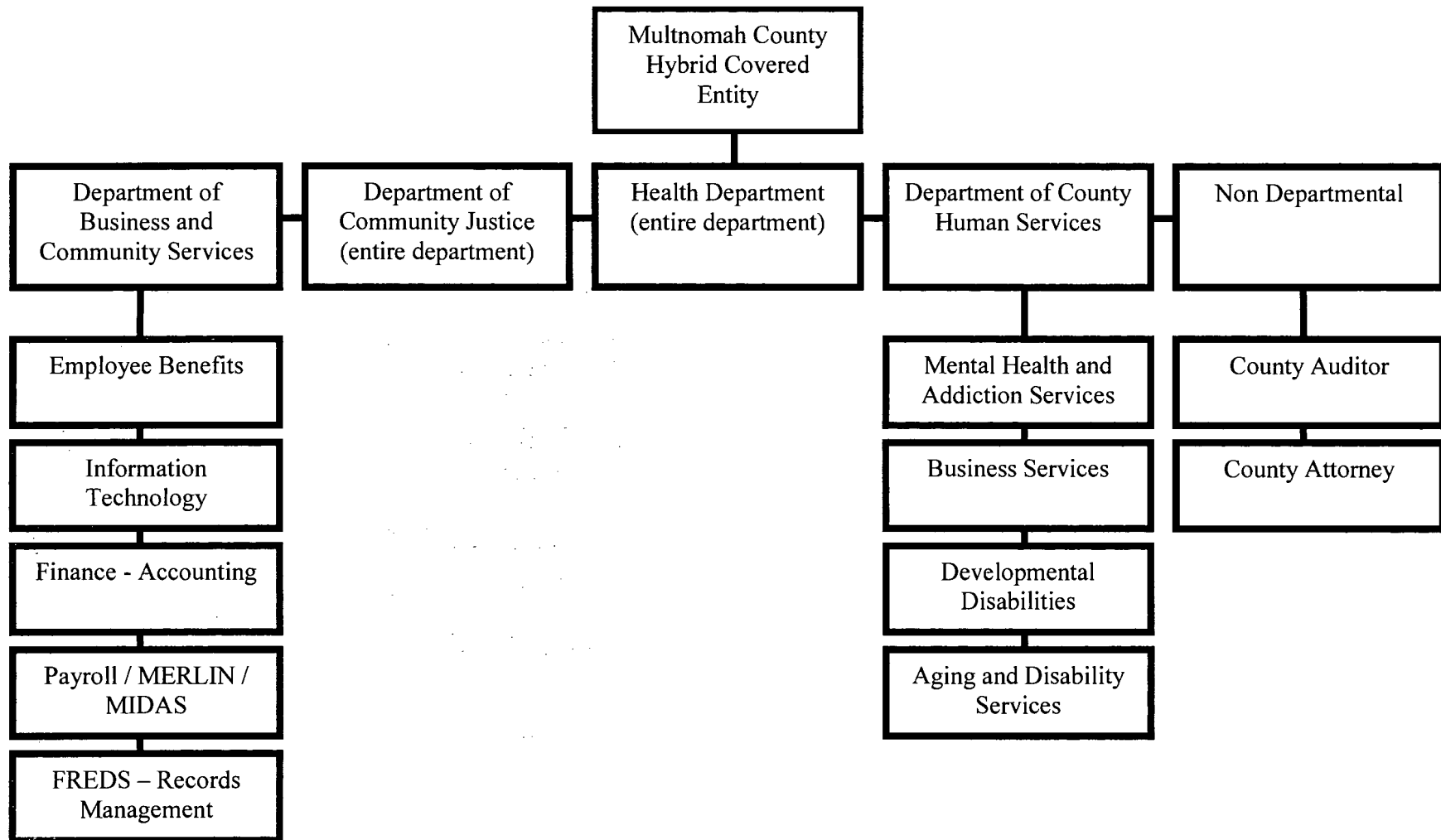
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Katie Gaetjens, Assistant County Attorney

Attachment A



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-006

Approving Designation of County as a 'Hybrid Covered Entity" for Purposes of HIPAA Compliance

The Multnomah County Board of Commissioners Finds:

- a. The 1996 Health Insurance Portability and Accountability Act (HIPAA), and implementing regulations, impose a variety of requirements on public and private entities to protect the privacy of individually identifiable health information.
- b. A number of county departments, divisions or programs handle individually identifiable health information and must comply with HIPAA requirements. A number of county departments, divisions and programs fall outside HIPAA's scope.
- c. To develop and implement a compliance plan, the County must designate in writing which County functions are within HIPAA's scope and which are not.
- d. The County has determined that it should be designated a "hybrid covered entity" for purposes of HIPAA implementation.
- e. The Department of Community and Business Services, through its HIPAA Coordinator, has developed an organizational chart (Attachment A) setting forth those departments, divisions and functions that would be considered "health care components" under HIPAA and therefore are part of the County "hybrid covered entity."
- f. Amendments to the "covered hybrid entity" organizational chart will be needed from time to time as realignments occur within the county structure.

The Multnomah County Board of Commissioners Resolves:

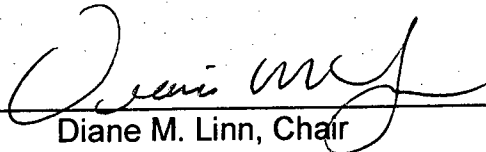
1. Multnomah County is designated as a "hybrid covered entity" for purposes of HIPAA compliance.
2. The organizational chart presented in Attachment A is adopted as the operating model for purposes of HIPAA compliance.

3. The Director of the Department of Community and Business Services is authorized to amend the organizational chart as required over time to maintain ongoing HIPAA compliance.

ADOPTED this 9th day of January, 2003.

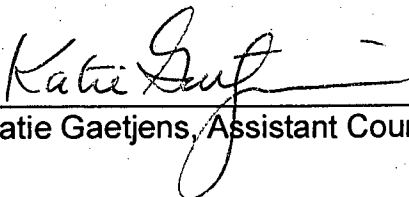


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

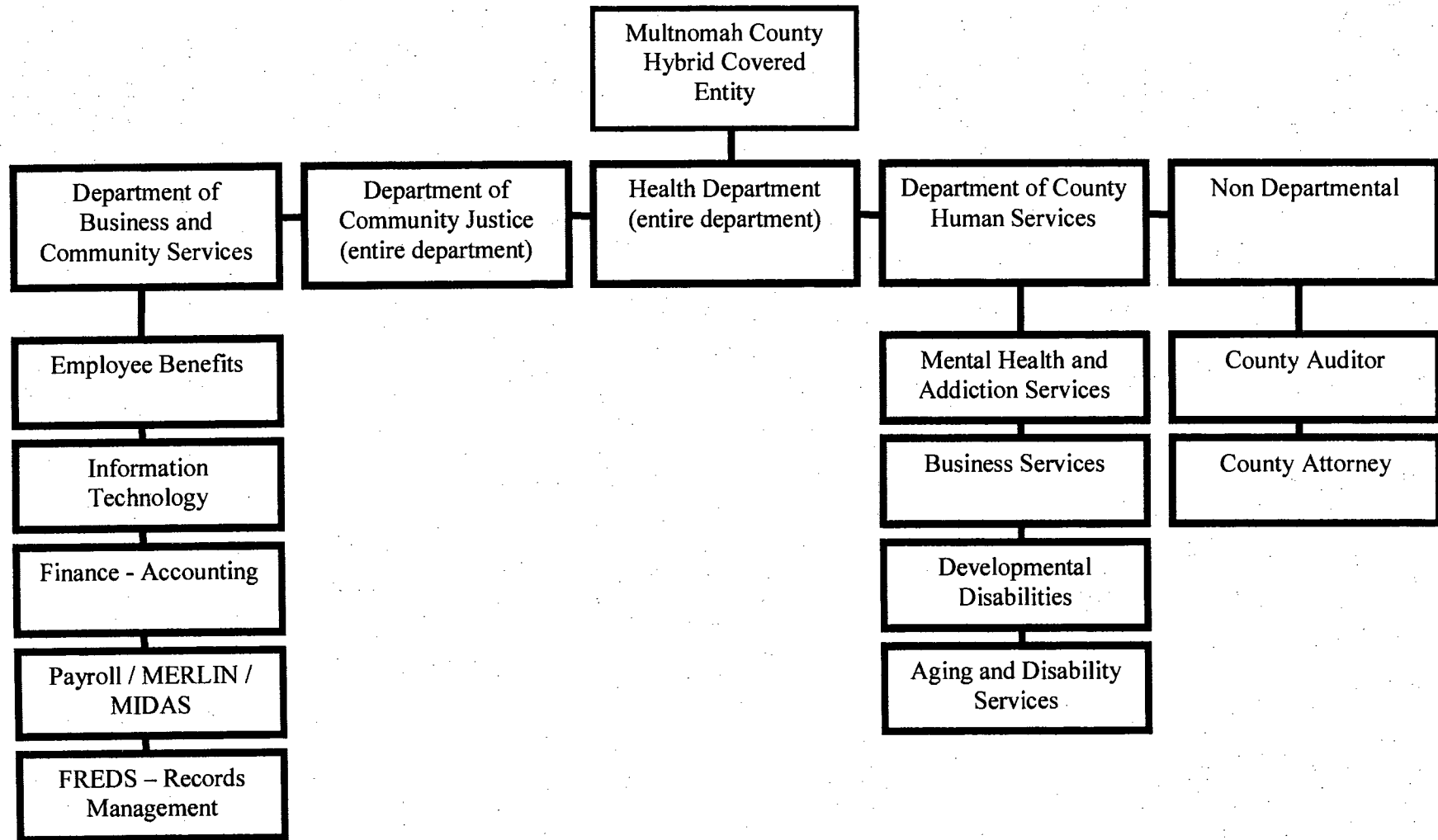

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Katie Gaetjens, Assistant County Attorney

Attachment A



AGENDA PLACEMENT REQUEST

Board Clerk Use Only:
Meeting Date: January 9, 2003

Bud Mod #:

Agenda Item #: R-2

Estimated Start Time: 9:45 AM

Date Submitted: 12/11/02

Requested Date: January 9, 2003

Amount of Time Requested: 5 minutes

Department: DBCS

Division: Elections/Finance

Contact/s: John Kaufman, Tom Simpson, Dave Boyer

Phone: (503) 988-3903

Ext.: 83903

I/O Address: 503/4

Presenters: John Kaufman, Elections Director, Tom Simpson, Deputy Director DBCS, Dave Boyer, Finance Director

Agenda Title: Authorize the County to make an internal loan from the Risk Management Fund to the Building Project Fund in the amount of \$388,000 to purchase election equipment.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

Please answer all relevant questions; leave others blank. Please do not alter form.

1. **What action are you requesting from the Board? What is the department/agency recommendation?**

Approve Resolution authorize the County to make an internal loan from the Risk Management Fund to the Building Project Fund in the amount of \$388,000.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

The Elections Division of BCS has an opportunity to replace all of their ballot readers.

There are number of reasons to take advantage of this opportunity:

1. New readers have fewer problems with folded ballots so scanning goes smoother. Processing is more efficient and faster.

2. Current ballot size is limited to 14 inches. New system reads ballots up to 19 inches. In November, 2000, having a larger ballot would have eliminated the need for two ballots.
3. With the current system, voters must mark their ballots using pencil only. Sometimes voters use pens which result in extra time taken by inspection teams to enhance the ballot so the voters' intent can be determined by the readers. The new system will allow voters to use pen or pencil.
4. With the new system, the ballot counting vendor (ES&S) will provide an interface with our Election Management System vendor (DFM) so that programming an election will not require entering data twice. The potential for errors is reduced and proofreading is cut in half.
5. New Federal Election Reform legislation will cause a mad rush of upgrades and vendors will be swamped. Their ability to keep up with orders and meet demand will be hampered. Since most counties are waiting for the legislation, orders for new hardware have fallen off and the vendors are willing to make good deals. The sooner we can place an order for these new machines, the sooner they will be installed and the better price we can get.

The total cost of the replacement will be \$588,000. This includes the hardware, software, installation and training and delivery. The company, ES&S, will provide us a trade in allowance of \$100,000, bringing the cost down to \$488,000. An additional \$100,000 can be provided out of current revenues to bring the total loan down to \$388,000.

To pay back the funds the Elections Division proposes the following:

1. They currently anticipate \$100,000 in increased revenue during the current fiscal year due to unbudgeted elections reimbursement. This would bring down the principal.
2. Ballot printing costs will drop by \$120,000 per year. The Division plans to take \$34,000 of this reduction as an ongoing budget cut and the other \$86,000 to repay the cost of the new machines.
3. The cost of the repayment is a reimbursable cost of an election. On average the Elections Division recovers 30% of each election. Thus the actual cost to the Elections Division will only be 30% of the repayment.

The vendor has tentatively agreed to install and demonstrate the new machines for the January 2003 special election. The sooner we can move on this proposal, the sooner we can get into the vendor's queue.

During the 1999 legislative session, Local Budget Law was changed to allow for internal loans between funds as long as the proceeds of the loan were being used for capital acquisitions, the loan was repaid within a 5 year time frame and the Governing body approves the loan. The Budget Office and Finance have reviewed this approval and recommend that the Board authorize the loan of \$388,000 for a five year period at an

annual interest rate of 3.5%. The annual loan repayment amount from the Elections Division budget will be \$86,000 per year for five years. The first payment will be due in fiscal year 2003/2004. This action will allow the Election Division to reduce its budget by \$34,000 in fiscal year 2003/2004 without reducing services. After the loan is repaid in five years the Election Division will be able to return an additional \$86,000 per year thereafter.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.

This loan meets the intent of the County's Financial and Budget Policy

5. Explain any citizen and/or other government participation that has or will take place.

None

Required Sign Off (NOTE: electronic check indicates approval)

Department/Agency Director ☒ *M. Cecilia Johnson*

12/11/02)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the County to Make an Internal Loan from the Risk Management Fund to the Building Project Fund in the Amount of \$388,000 to Purchase Election Equipment

The Multnomah County Board of Commissioners Finds:

- a. The Elections Division of Department of Business and Community Services has an opportunity to replace all of their ballot readers.
- b. There are number of reasons to take advantage of this opportunity:
 - i. New readers have fewer problems with folded ballots so scanning goes smoother. Processing is more efficient and faster.
 - ii. Current ballot size is limited to 14 inches. New system reads ballots up to 19 inches. In November, 2000, having a larger ballot would have eliminated the need for two ballots.
 - iii. With the current system, voters must mark their ballots using pencil only. Sometimes voters use pens which result in extra time taken by inspection teams to enhance the ballot so the voters' intent can be determined by the readers. The new system will allow voters to use pen or pencil.
 - iv. With the new system, the ballot counting vendor (ES&S) will provide an interface with our Election Management System vendor (DFM) so that programming an election will not require entering data twice. The potential for errors is reduced and proofreading is cut in half.
 - v. New Federal Election Reform legislation will cause a mad rush of upgrades and vendors will be swamped. Their ability to keep up with orders and meet demand will be hampered. Since most counties are waiting for the legislation, orders for new hardware have fallen off and the vendors are willing to make good deals. The sooner we can place an order for these new machines, the sooner they will be installed and the better price we can get.
- c. The total cost of the replacement will be \$588,000. This includes the hardware, software, installation and training and delivery. The company, ES&S, will provide us a trade in allowance of \$100,000, bringing the cost down to \$488,000. An additional \$100,000 can be provided out of current revenues to bring the total loan down to \$388,000.

- d. During the 1999 legislative session, Local Budget Law was changed to allow for internal loans between funds as long as the proceeds of the loan were being used for capital acquisitions, the loan was repaid within a 5 year time frame and the Governing body approves the loan.
- e. The Risk Management Fund has approximately \$12 million in cash available that is required to cover medical, workers compensation and liability insurance liabilities but the actual cash will not be needed within this 5 year time frame.
- f. The Budget Office and Finance have reviewed this approval and recommend that the Board authorize the loan of \$388,000 for a five year period at an annual interest rate of 3.5%. The annual loan repayment amount from the Elections Division budget will be \$86,000 per year for five years. The first payment will be due in fiscal year 2003/2004. This action will allow the Election Division to reduce its budget by \$34,000 in fiscal year 2003/2004 without reducing services. After the loan is repaid in five years the Election Division will be able to return an additional \$86,000 per year thereafter.

The Multnomah County Board of Commissioners Resolves:

- 1. The County authorizes the Finance Director to make the necessary accounting transactions to loan \$388,000 from the Risk Management Fund to the Building Projects Fund to acquire the election equipment.
- 2. The Elections Division will reimburse the Risk Management Fund including interest at 3.5% per annum in the amount of \$86,000 each year for five years beginning in fiscal year 2003-2004.
- 3. The Finance Director will include appropriate service reimbursements in future budgets to ensure the Risk Management Fund is repaid.

ADOPTED this 9th day of January, 2003.

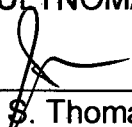
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


John S. Thomas, Assistant County Attorney

Help America Vote Act Summary of Legislation

Introduction

The Help America Vote Act (HAVA), passed by Congress in October 2002, was enacted to making sweeping reforms to the nation's voting process. The Act addresses improvements to voting systems and voter access that were identified following the 2000 Presidential Election. It also includes provisions on voter registration, fraud prevention, voter education and outreach, and ballot access for military and overseas voters. A companion appropriation bill is expected to make available \$3 billion for meeting the requirements of the Act, training poll workers, providing voter education, and improving the overall administration of elections. States must provide 5% matching funds in order to receive federal funding under this Act.

TITLE I – Payments to States for Election Administration Improvements and Replacement of Punch Card and Lever Voting Machines

1. Provides for payments to states to carry out one or more of the following activities:
 - Complying with the requirements of TITLE III (see page 4).
 - Improving the administration of elections for federal office.
 - Educating voters on voting procedures, rights, and technology.
 - Training election officials, poll workers, and election volunteers.
 - Development of a state plan for implementing HAVA.
 - Improving, acquiring, leasing, modifying or replacing voting systems, technology, and methods for casting and counting votes.
 - Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language.
 - Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other information.

2. Requires states to use funds (either directly or as reimbursement for costs incurred on or after January 1, 2001) to replace punch card or lever voting systems. Systems must be replaced in time for the November 2004 general election, unless state obtains a "good cause" waiver.
3. Guarantees each state a minimum of \$5 million under this Title.
4. Authorizes \$650 million in payments under this Title – 50% for improvements to elections administration and 50% for replacement of voting systems.

TITLE II – Establishment of Election Assistance Commission

1. Establishes a national Commission with the following responsibilities:
 - Serves as a national clearinghouse and resource for information and review of procedures for voting administration. Has no rulemaking authority, but under prescribed procedures will issue voluntary guidelines for voting systems and requirements.
 - Carries out grant programs (i.e. access, research, pilot programs, and protection and advocacy systems).
 - Provides for the testing and certification of voting systems (hardware and software) by accredited laboratories.
 - Studies elections issues (voting technology, ballot designs, methods of voter registration, methods of conducting provisional voting, methods of ensuring accessibility to the voting process, methods of recruiting and training elections workers, methods of educating voters about the process of voting).
 - Assists in carrying out the Help America Vote College Program (TITLE V).
2. Establishes a Standards Board and Board of Advisors.
 - The duties of both Boards are review the voluntary voting systems guidelines and best practices recommendations.
 - Composition of the Standards Board is 55 state election officials and 55 local election officials. In Oregon, the Secretary of State would have the responsibility for overseeing a process to select the state's representatives.
 - Composition of the Board of Advisors is 37 members appointed by a variety of national associations.
3. Provides for requirements payments so that states can meet the requirements of the Act as follows:
 - \$3 billion for meeting TITLE III requirements, training poll workers, voter education, and improving elections administration.

- Payments are allocated by formula upon the submission of a state plan. Under this formula Oregon could receive an estimated \$27 – 30 million.
- To receive payments, the state must create an Election Fund for receipt of federal funds and must keep interest earned. (Requires new statute)
- In order to receive payment, a state plan for implementing the Act must be developed in an open manner, subject to public notice and comment and must include the following elements:
 - How the state will use the requirements payment to meet the requirements of TITLE III.
 - How the requirements payment will be distributed to counties.
 - How the state will provide for programs of voter education, election official education and poll worker training.
 - How the state will adopt voting system guidelines and processes.
 - How the state will establish an Elections Fund for administering the activities under the Act.
 - A description of the uniform, nondiscriminatory, administrative complaint process that the state will use.
 - A description of proposed replacement of punch card or lever voting systems.
 - The state's proposed budget for activities included in the Act.
 - How the state will adopt performance goals that will be used to determine success in carrying out its plan.
 - How the state will conduct the ongoing management of the plan.
 - A description of the committee that participated in the development of the plan.

4. The Act also provides for the following grants:

- \$100 million in grants to states and local elections units for increasing polling place access for people with disabilities. Funds can be used in the following ways:
 - Making polling places and voting areas accessible to individuals with disabilities in a manner that provides the same opportunity for access and participation as for other voters.
 - Providing individuals with disabilities with information about the accessibility of polling places.
- \$20 million for research and development to improve voting technology.
- \$10 million for pilot programs to test new voting systems and equipment.

- \$40 million for state protection and advocacy systems to ensure full participation in the electoral process for individuals with disabilities. These systems will have the same general authorities as they are afforded under the Developmental Disabilities Assistance and Bill of Rights Act of 2000.
- \$200,000 for conducting a National Student and Parent Mock Election.

TITLE III – Uniform and Nondiscriminatory Election Technology and Administration Requirements

1. Provide voters an opportunity to check for and correct ballot errors in a private and independent manner. In Oregon's vote-by-mail system, this means providing voter education and instructions about how to correct the ballot before it is cast and counted and how to obtain a replacement ballot.
2. Have a voting system that produces a permanent paper record with a manual audit capacity.
3. Provide at least one voting machine per precinct that is accessible to people with disabilities.
4. Provide alternative language accessibility pursuant to the Voting Rights Act.
5. Have a voting system with an error rate that does not exceed the existing rate establishing by the FEC Office of Election Administration.
6. Define what constitutes a legal vote for each type of voting method used.
7. Provide provisional ballots to ensure no individual is turned away from voting. This would include a "free access" system to notify voters whether their ballot has been counted and if not counted, the reason why.
8. Implement a "single, uniform, official, interactive, centralized, computerized, statewide voter registration" database to ensure accurate lists. (Requires statutory change) To ensure the integrity of the registration process, the system must include the following features:
 - A unique identifier assigned to each legally registered voter. When registering to vote, individuals must provide a driver's license number, or if the voter does not have a driver's license, the last four digits of the social security number. If the voter does not have either, the individual will be assigned a unique identifier. (Requires statutory change)

- Coordination with other state agency databases, including the DMV. (Requires statutory change)
 - Immediate electronic access by any election official to enter information into the system.
 - Maintenance of clean and accurate voter registration lists.
9. Voters registering by mail must provide identification when voting for the first time unless (Requires statutory change):
- They cast a provisional ballot.
 - Identification was provided with original registration.
 - Driver's license or social security number is provided with first registration and information is verified.
- Mail-in registration form must ask about citizenship and age and inform the registrant to provide driver's license or social security number to avoid other identification requirements.

TITLE IV – Enforcement

1. Provides that the U.S. Department of Justice may bring civil action against any state or jurisdiction as necessary to carry out the uniform and nondiscriminatory election and administration requirements under TITLE III.
2. Requires each state receiving funds under the Act to establish an administrative complaint procedure to hear and remedy grievances.

TITLE V – Help America Vote College Program

Provides \$5 million to encourage college students to participate in the political process by volunteering as poll workers. The development of this program is the responsibility of the national Election Assistance Commission.

TITLE VI – Help America Vote Foundation

Establishes a charitable, nonprofit corporation and provides for \$5 million to encourage high school students to participate in the political process by volunteering as poll workers.

TITLE VII – Voting Rights of Military Members and Overseas Citizens

These provisions are designed to improve ballot access for military and overseas voters. Most of this Title deals with Defense Department duties. There are six provisions for states:

1. Requires designation of a single state office to provide information on registration and absentee ballots for all voters in the state. (Oregon Secretary of State already serves in this role)
2. An optional provision recommending that the State elections office accept absentee ballots from overseas and military voters. (If Oregon adopts, requires statutory change)
3. Requires each state to submit a report to the Elections Assistance Commission on the number of absentee ballots transmitted and received after general elections.
4. Extends the period covered by a single absentee ballot application to cover two general elections.
5. Prohibits refusal of voter registration and absentee ballot application on grounds of early submission
6. Requires states to provide voter with a reason if overseas/military registration or ballot request is request is rejected.

TITLE VIII – Transition Provisions

Transfers responsibilities, records, property, and personnel for provisions of the Act from the Office of Election Administration to the newly created Election Assistance Commission

TITLE IX – Miscellaneous Provisions

1. Requires states receiving payments under the Act to keep records consistent with sound accounting principles and subjects all funds provided under the Act to a mandatory audit by the Comptroller General.
2. Conforms the Help America Vote Act with the National Voter Registration Act of 1993.
3. Allows criminal penalties to be imposed for conspiracy to deprive voters of a fair election and for providing false information in registering and voting.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-007

Authorizing the County to Make an Internal Loan from the Risk Management Fund to the Building Project Fund in the Amount of \$388,000 to Purchase Election Equipment

The Multnomah County Board of Commissioners Finds:

- a. The Elections Division of Department of Business and Community Services has an opportunity to replace all of their ballot readers.
- b. There are number of reasons to take advantage of this opportunity:
 - i. New readers have fewer problems with folded ballots so scanning goes smoother. Processing is more efficient and faster.
 - ii. Current ballot size is limited to 14 inches. New system reads ballots up to 19 inches. In November, 2000, having a larger ballot would have eliminated the need for two ballots.
 - iii. With the current system, voters must mark their ballots using pencil only. Sometimes voters use pens which result in extra time taken by inspection teams to enhance the ballot so the voters' intent can be determined by the readers. The new system will allow voters to use pen or pencil.
 - iv. With the new system, the ballot counting vendor (ES&S) will provide an interface with our Election Management System vendor (DFM) so that programming an election will not require entering data twice. The potential for errors is reduced and proofreading is cut in half.
 - v. New Federal Election Reform legislation will cause a mad rush of upgrades and vendors will be swamped. Their ability to keep up with orders and meet demand will be hampered. Since most counties are waiting for the legislation, orders for new hardware have fallen off and the vendors are willing to make good deals. The sooner we can place an order for these new machines, the sooner they will be installed and the better price we can get.
- c. The total cost of the replacement will be \$588,000. This includes the hardware, software, installation and training and delivery. The company, ES&S, will provide us a trade in allowance of \$100,000, bringing the cost down to \$488,000. An additional \$100,000 can be provided out of current revenues to bring the total loan down to \$388,000.

- d. During the 1999 legislative session, Local Budget Law was changed to allow for internal loans between funds as long as the proceeds of the loan were being used for capital acquisitions, the loan was repaid within a 5 year time frame and the Governing body approves the loan.
- e. The Risk Management Fund has approximately \$12 million in cash available that is required to cover medical, workers compensation and liability insurance liabilities but the actual cash will not be needed within this 5 year time frame.
- f. The Budget Office and Finance have reviewed this approval and recommend that the Board authorize the loan of \$388,000 for a five year period at an annual interest rate of 3.5%. The annual loan repayment amount from the Elections Division budget will be \$86,000 per year for five years. The first payment will be due in fiscal year 2003/2004. This action will allow the Election Division to reduce its budget by \$34,000 in fiscal year 2003/2004 without reducing services. After the loan is repaid in five years the Election Division will be able to return an additional \$86,000 per year thereafter.

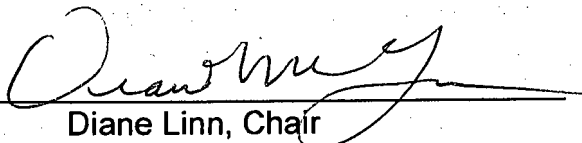
The Multnomah County Board of Commissioners Resolves:

1. The County authorizes the Finance Director to make the necessary accounting transactions to loan \$388,000 from the Risk Management Fund to the Building Projects Fund to acquire the election equipment.
2. The Elections Division will reimburse the Risk Management Fund including interest at 3.5% per annum in the amount of \$86,000 each year for five years beginning in fiscal year 2003-2004.
3. The Finance Director will include appropriate service reimbursements in future budgets to ensure the Risk Management Fund is repaid.

ADOPTED this 9th day of January, 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-3

Est. Start Time: 9:50 AM

Date Submitted: 11/25/02

Requested Date: January 9, 2003

Time Requested: 2 minutes

Department: Business & Community Services

Division: Facilities & Property

Contact/s: Bob Oberst

Phone:

Ext.: 83851

I/O Address: B274

Presenters: Bob Oberst, Aging Services representative

Agenda Title: Lease of Space at Multnomah County East to YWCA of Portland, Inc.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approval of Lease is requested. Facilities & Property recommends approval.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Aging Services Division provides and sponsors various services and activities to its clients at the Multnomah County East facility (MCE) in Gresham. YWCA of Portland conducts various services that are within the scope of the services and activities of Aging Services Division. The lease would provide space at MCE at reduces rental for YWCA to conduct its services for the benefit of its clients who are also those of Aging Services Division.

The proposed lease requires YWCA to provide coordination of the MCE Ambleside common area space usage, perform various shared and integrated business services with Aging Services Division at MCE and sponsor activities at MCE for the benefit of Aging Services clients.

3. Explain the fiscal impact (current year and ongoing).

YWCA will pay a net annual rental of \$14,864 for the leased space (approximately \$3.60/square foot). Annual cost of this space to Aging Services Division is approximately \$82,900, including debt service, asset preservation charge and capital surcharge. Annual operating cost of the space, excluding debt service, asset preservation charge and capital surcharge is approximately \$31,230. Part of the cost of the space is being paid by Aging Services Division in return for the services performed by YWCA for the benefit of Aging Services clients at MCE.

4. Explain any legal and/or policy issues.

None.

5. Explain any citizen and/or other government participation that has or will take place.

The MCE project location and program services planning included involvement by the East County Facilities Siting Committee appointed by the Chair, the City of Gresham Mayor's Office and Community Development Department, Loaves and Fishes, and Gresham Seniors United.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson*

Date: 11/22/02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

Revenue.

Property Management Contact: Bob Oberst
Division Requesting Lease: Facilities & Property

Phone: 83851 Date: 6/5/02
Contact: Bob Oberst Phone: 83851

Lessor: Multnomah County
Address: 401 N. Dixon Street, Portland, Oregon 97227
Phone: 503-988-3851

Lessee: YWCA of Portland, Inc.
Address: 1111 S.W. 10th Avenue, Portland, Oregon 97205
Phone: 503-988-3840

Address of lease and purpose: 600 N.E. 8th St., Gresham, Oregon. Lessee to pay rental for use of space and to provide services for Aging Services Division and mutual clients.

Effective Date: February 1, 2002

Expiration: June 30, 2003 ; two 5-year renewal options

Total Amount of Agreement : \$21,057.33

Payment Terms: \$1,238.66/month

Business Area
N/A (revenue)

Cost Center
N/A (revenue)

Project Number
N/A

Required Signatures

Date:

Department Head _____

County Counsel _____

Property Management _____

County Executive/Sheriff _____

Rev. 4-01 DISTRIBUTION: Originator; Contracts Administration; FM Fiscal Section

LEASE

Date:

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street 97227

And: YWCA Of Portland, Inc. ("Tenant")
1111 SW 10th Avenue
Portland OR 97205

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately four thousand, one hundred thirty one (4,131) rentable square feet of space, consisting of one thousand, one hundred eighty eight (1,188) square feet of exclusive use space, twenty percent (20%) common use of the Ambeleside common use area, such percentage being equivalent to two thousand, one hundred ninety nine (2,199) square feet and seven hundred forty four (744) square feet of shared space, as shown in Exhibit "A" attached hereto as a part of this Lease, in the building known as Multnomah County East, 600 N.E. 8th Street, Gresham, Oregon 97030.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence February 1, 2002 and continue through June 30, 2003 unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on February 1, 2002.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for two (2) successive terms of five (5) years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to

Landlord given not less than ninety (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant. IF landlord and Tenant are unable to agree upon rent for the renewal term, the renewal term shall not commence and this Lease shall terminate at the end of the expiring term.

Section 2. Rent

2.1 Base Rent. During the original term, base rent shall be the sum of Nine and 65/100 Dollars (\$9.65) per square foot for an annual amount of Thirty Nine Thousand, Eight Hundred Sixty Four Dollars (\$39,864.00). Landlord shall subsidize Twenty five Thousand Dollars (\$25,000.00) per year of the base rent. Conditions of said subsidy shall include Tenant's integration and sharing of business services with Multnomah County Aging and Disabled Services, coordination of the Ambleside space use, and Tenant's sponsorship of activities for Multnomah County Aging and Disabled Services clients as approved by Landlord. The determination of Tenant's eligibility for subsidized rent shall be at the Landlord's sole discretion. Tenant shall pay the remaining Fourteen Thousand, Eight Hundred Sixty Four Dollars (\$14,864.00) per year in monthly payments of One Thousand, Two Hundred Thirty Eight and 66/100 Dollars (\$1238.66) during the Term of this lease. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for offices and public service use, and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws, ordinances and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or

termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Parking for all tenants of, and visitors to, the building in which the Premises are located shall be in accordance with the Multnomah County East Building: Parking Distribution Plan (the "Parking Plan"). The Parking Plan may be changed by Landlord in its discretion at any time and Tenant shall not have any right to use of the parking at the building except in accordance with the Parking Plan then in effect. The November 2001 Parking Plan, attached to this Lease as Exhibit "B", is in effect at the commencement date and shall remain in effect unless and until changed by Landlord. Landlord shall notify Tenant of any future changes to the Parking Plan.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing dead, damaged or diseased plant materials when necessary. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

(2) Tenant shall take good care of the interior of the

Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the Premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Alterations requested by Tenant will be performed by Landlord at the expense of Tenant.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required Landlord. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Required Tenant.

Tenant shall provide at its expense on or before the Commencement Date and keep in force during the Term, naming Landlord insured, (i) a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "claims made basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide coverage limits of not less than \$1,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage

endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. [Landlord shall cooperate in any reasonable manner with such contest by Tenant.]

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will

cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>X</u>	___
Sewer	<u>X</u>	___
Electricity	<u>X</u>	___
Gas	<u>X</u>	___
Trash Removal	<u>X</u>	___
Janitorial Service	<u>X</u>	___
Janitorial Supplies	<u>X</u>	___
Window Washing	<u>X</u>	___
Snow and Ice Removal	<u>X</u>	___

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 55% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption

except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the

control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord warrants that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements in force on February 1, 2002 for occupancy in force at the execution of this Lease by Tenant for the permitted uses under this Lease, and meet the requirements of the Americans With Disabilities Act (ADA) in effect on February 1, 2002 for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 15 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default.

In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed

by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which

this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 17.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises with 24 hours prior notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of

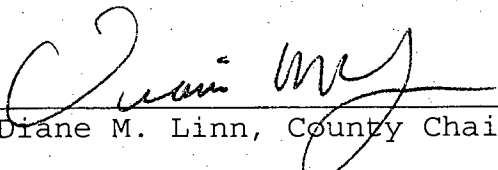
this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

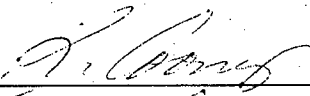
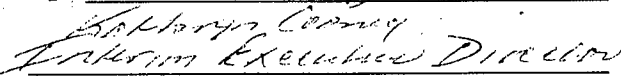
16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

Landlord:
Multnomah County, Oregon


By: Diane M. Linn, County Chair

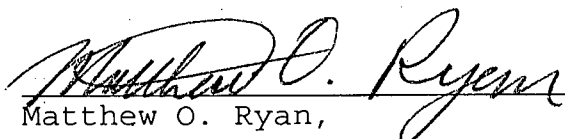
Date: 1.9.03

Tenant:
YWCA

By: 

Print name and title

Date: 11-8-02

Reviewed By:


Matthew O. Ryan,
Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK

Tenant Information

- ① Optometry Clinic
1408 Sq.Ft.
- ② Optometry General Use
330 Sq.Ft.
- ③ Shared-Health & ADS General Use
1670 Sq.Ft.
- ④ ADS General Use
16677 Sq.Ft.
- ⑤ ADS-YWCA General Use
1188 Sq.Ft.
- ⑥ Amble Side Act. Cen. General Use
10901 Sq.Ft.
- ⑦ ADS-ILR General Use
402 Sq.Ft.
- ⑧ Deli Lease
826 Sq.Ft.
- ⑨ ADS-Transportation General Use
160 Sq.Ft.
- ⑩ ADS-Developmental Disabilities General Use
514 Sq.Ft.

Multnomah County East - 437
600 NE 8th
Portland, Oregon

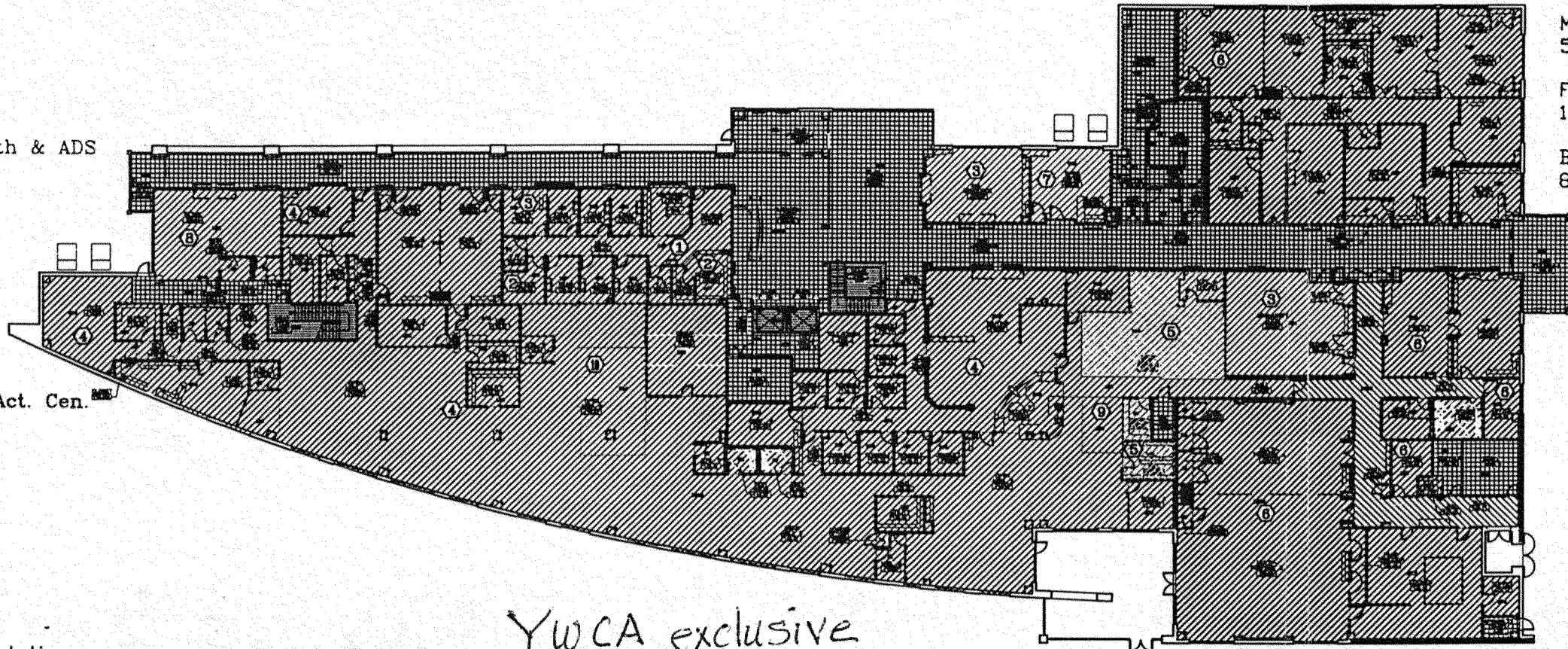
Floor Information

GMA
44727

MVP
596

FCA
1078

BCA
8977



YWCA exclusive
Ambleside common
Shared common

Figures above represent occupied areas by tenant and do not reflect total billable square footage. For example, the figures above do not include common areas. For further information contact Property Manager.

December 2001
Dave Aldridge

First Floor

Measured by: Michael Khaligh
Date: 03 January 2002



For BDMC Use Only

GBA
46089

TCS
0

<01% variance allowance>
-1 in FCA

Control #226

Exhibit A

EXHIBIT B

Multnomah County East Building: Parking Distribution Plan
November 2001

1. Guiding Principles:

- Customer parking is priority;
- No staff parking in customer areas;
- Previous distribution and location of parking for Disabled, L&F MOW drivers and Special Assistance are already agreed to;
- County Parking Policy is in transition but affects parking distribution;
- The Tri Met Parking Garage Space Allocation is governed by County -Tri Met Parking Agreement. Health and ADS are required to manage parking use in the allotted spaces per the Agreement terms. Tri Met spaces will be only allocated to staff (includes partners) in order to assure compliance with the terms of the Agreement.
- Parking will be managed on an ongoing basis, by ADS and Health Depts' Building Management Team (BMT) and the Building Tenant Council.
- Parking is not assigned other than described as special needs or MOW:
- Staff spaces will be marked in the Building Parking Lot as follows:
 - Reserved ADS-P (ADS and partners)
 - Reserved HED; (Health Department and partners)
 - Staff Carpool; (All tenants)
 - Staff Short-term, 20 minutes (All tenants)

2. Distribution of MCE Lot 201 Spaces

- Of the 201 spaces in MCE Lot (see diagram)
 - 137 for VISITORS (customers)
 - 5 for Special Needs (courtesy parking)
 - 14 for Disabled (staff and customers)
 - 11 L&F Meals on Wheels Drivers (9:00 - 2:00)
 - 4 Short-term Staff - 20 minute limit
 - 3 Staff Carpool
 - 21 allocated to ADS-P and HED Staff based on ratio of space:
 - 11 to Health
 - 10 to ADS and Partners
 - 7 spaces allocated for County Cars;

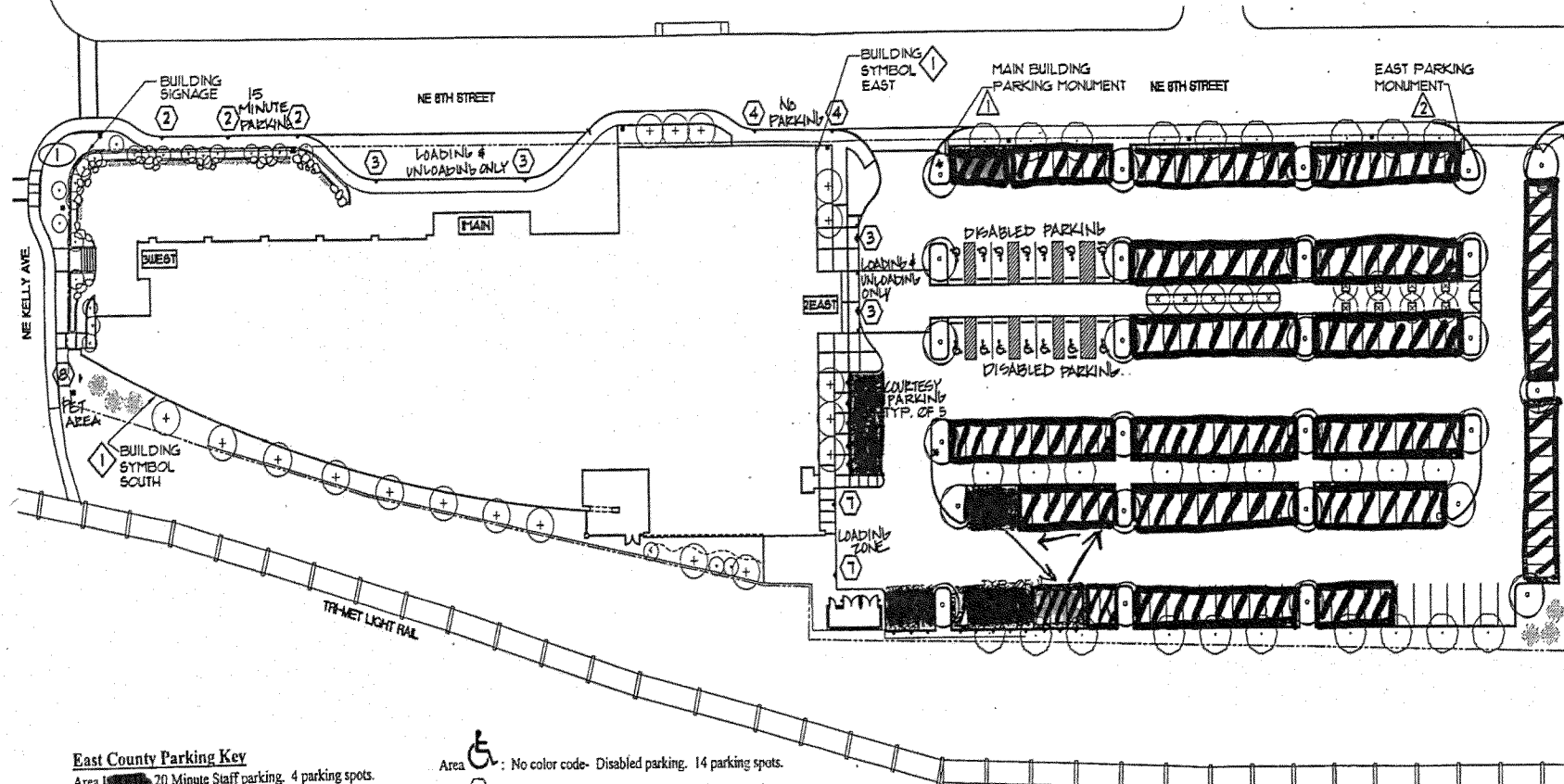
3. Distribution of Tri Met Parking Garage 70 Spaces

- Of the 70 Spaces in Tri Met Garage
 - 2 assigned to Staff Carpool;
 - 34 assigned to HEALTH staff (HED)
 - 34 assigned to ADS and partners staff (ADS-P)

4. Special Notes:

- Recommend this distribution for first year with reassessment of parking needs and parking issues once programs are more fully functioning.
- Tri Met Agreement requires Auto-reduction plan 6 months after opening

EAST COUNTY PARKING DETAILS



East County Parking Key

- Area I: ~~20 Minute Staff parking~~. 4 parking spots.
- Area II: ~~Staff Carpool parking~~. 3 parking spots.
- Area III: ~~County Car parking~~. 7 parking spots.
- Area IV: GREEN- Mini Bus parking. 2 parking spots.
- Area V: BLUE- Visitor parking. 136 parking spots.
- Area VI: PURPLE- HED Staff parking. 11 parking spots.
- Area VII: PINK- ADS-P Staff parking. 10 parking spots.

- Area 1: No color code- Disabled parking. 14 parking spots.
- Area 2: No color code- 15 Minute parking. 3 signs posted.
- Area 3: No color code- Loading and Unloading only. 4 signs posted, 2 at each location.
- Area 4: No color code- No Parking. 2 signs posted.
- Area 5: MAGENTA- Courtesy parking. 3 parking spots w/ signage.
- Area 6: GREY- Reserved Leaves and Fishes. 11 parking spots w/ signage.
- Area 7: No color code- Loading Zone/No parking. 2 signs posted.
- Area 8: No color code- Pet Area. 1 sign posted.

* SEE EXTERIOR SIGN ELEVATIONS FOR SIGNAGE DETAILS.

Note: Distribution change to plan per FM signage alteration; Affects NOW, STAFF CARPOOL, and VISITOR SLOT location.

Exhibit B

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-4

Est. Start Time: 9:52 AM

Date Submitted: 12/04/02

Requested Date: January 9, 2003

Time Requested: 2 minutes

Department: Business & Community Services

Division: Facilities & Property

Contact/s: Bob Oberst

Phone: Ext.: 83851

I/O Address: B274

Presenters: Bob Oberst, Aging Services representative

Agenda Title: Lease of Space at Multnomah County East to Gresham Seniors United.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approval of Lease is requested. Facilities & Property recommends approval.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Aging Services Division provides and sponsors various services and activities to its clients at the Multnomah County East facility (MCE) in Gresham. Gresham Seniors United conducts various services that are within the scope of the services and activities of Aging Services Division. The lease would provide space at MCE at reduced rental for Gresham Seniors United to conduct its services for the benefit of its clients who are also those of Aging Services Division. Gresham Seniors United would also be required to provide consistent and responsible operation of the seniors arts and crafts sales store and provide manned reception services for the Ambleside common use area at MCE.

3. Explain the fiscal impact (current year and ongoing).

Gresham Seniors United will pay a net annual rental of \$20,013.80 for the leased space (approximately \$5.36/square foot). Annual cost of this space to Aging Services Division

is approximately \$103,115, including debt service, asset preservation charge and capital surcharge. Annual operating cost of the space, excluding debt service, asset preservation charge and capital surcharge is approximately \$28,213. Part of the cost of the space is being paid by Aging Services Division in return for the services performed by Gresham Seniors United for the benefit of Aging Services clients at MCE.

4. Explain any legal and/or policy issues.

None.

5. Explain any citizen and/or other government participation that has or will take place.

The MCE project location and program services planning included involvement by the East County Facilities Siting Committee appointed by the Chair, the City of Gresham Mayor's Office and Community Development Department, Loaves and Fishes, and Gresham Seniors United.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson*

Date: 12/16/02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

Revenue.

Property Management Contact: Bob Oberst
Division Requesting Lease: Facilities & Property

Phone: 83851 Date: 6/5/02
Contact: Bob Oberst Phone: 83851

Lessor: Multnomah County
Address: 401 N. Dixon Street, Portland, Oregon 97227
Phone: 503-988-3851

Lessee: Gresham Seniors United
Address: 600 N.E. 8th, Gresham, Oregon 97030
Phone: 503-988-4870

Address of lease and purpose: 600 N.E. 8th St., Gresham, Oregon. Lessee to pay rental for use of space and to provide services for Aging Services Division and mutual clients.

Effective Date: February 1, 2002

Expiration: June 30, 2003 ; two 5-year renewal options

Total Amount of Agreement : \$28,352.94

Payment Terms: \$1,667.82/month

Business Area
N/A (revenue)

Cost Center
N/A (revenue)

Project Number
N/A

Required Signatures

Date:

DB Department Head

County Counsel

Property Management

County Executive/Sheriff

12/16/02

12/16/02

12/4/02

1.9.03

Rev. 4-01 DISTRIBUTION: Originator; Contracts Administration; FM Fiscal Section

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK

LEASE

Date:

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street 97227

And: Gresham Seniors United ("Tenant")
600 N.E. 8th
Gresham OR 97030

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately three thousand, seven hundred thirty two (3,732) rentable square feet of space, consisting of three hundred five (305) square feet of shared office space, two hundred eighty two (282) square feet of store space and about twenty nine percent (29%) of the Ambleside common use area, equivalent to three thousand, one hundred forty five (3,145) square feet, as shown in Exhibit "A" of this Lease, in the building known as Multnomah County East, 600 N.E. 8th Street, Gresham, Oregon 97030.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence February 1, 2002 and continue through June 30, 2003, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on February 1, 2002.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for two (2) successive terms of five (5) years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant. If Landlord and Tenant are unable to agree upon rent for the renewal term, the renewal term shall not commence and this Lease shall terminate at the end of the expiring term.

1.4 Termination. Either party may terminate this Lease effective at any time during the term upon not less than ninety (90) days' written notice to the other party.

Section 2. Rent

2.1 Base Rent. During the original term, base rent shall be the sum of Nine and 65/100 Dollars (\$9.65) per square foot for an annual amount of Thirty Six Thousand, Thirteen and 80/100 Dollars (\$36,013.80). Landlord shall subsidize Sixteen Thousand Dollars (\$16,000) per year of the base rent, subject to Tenant's continued responsible and consistent operation of the seniors arts and crafts sales store receiving items on consignment from Tenant seniors and other tenant and community partners seniors and Tenant's furnishing of manned reception services for the Ambleside common use area. The determination of Tenant's eligibility for subsidized rent shall be at the Landlord's sole discretion. Tenant shall pay the remaining Twenty Thousand, Thirteen and 80/100 Dollars (\$20,013.80) per year in monthly payments of One Thousand, Six Hundred Sixty Seven and 82/100 Dollars (\$1,667.82). Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for offices, operation of senior arts and crafts shop and public service use, and for no other purpose without the consent of Landlord, which

consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws, ordinances and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law

shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Parking for all tenants of, and visitors to, the building in which the Premises are located shall be in accordance with the Multnomah County East Building: Parking Distribution Plan (the "Parking Plan"). The Parking Plan may be changed by Landlord in its discretion at any time and Tenant shall not have any right to use the parking at the building except in accordance with the Parking Plan then in effect. The November 2001 Parking Plan, attached to this Lease as Exhibit "B", is in effect at the commencement date and shall remain in effect unless and until changed by Landlord. Landlord shall notify Tenant of any future changes to the Parking Plan.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the

responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.3 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1. Such repairs shall be made by Landlord at Tenant's expense.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the Premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Restricted. Tenant shall make no improvements or alterations on the Premises of any kind. Tenant may request that alterations to the Premises be made and such alterations shall be made, subject to Landlord's approval and at Tenant's sole expense. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Alterations requested by Tenant will be performed by Landlord at the expense of Tenant.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Such improvements and alterations shall, at Landlord's option, be removed by Tenant and the

premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required Landlord. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Required Tenant.

Tenant shall provide at its expense on or before the Commencement Date and keep in force during the Term, naming Landlord insured, a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "claims made basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver of subrogation shall be valid only if the insurance policies in question of both parties expressly permit waiver of subrogation or if the insurance companies agree in writing that such a waiver will not affect coverage under the policies.

Section 7. Taxes

7.1 **Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.

7.2 **Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 **Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 **Proration of Taxes.** Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

Section 8. Services and Utilities.

8.1 **Landlord and Tenant Responsibilities.** Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>X</u>	<u> </u>
Sewer	<u>X</u>	<u> </u>
Electricity	<u>X</u>	<u> </u>
Gas	<u>X</u>	<u> </u>
Trash Removal	<u>X</u>	<u> </u>
Janitorial Service	<u>X</u>	<u> </u>
Janitorial Supplies	<u>X</u>	<u> </u>
Window Washing	<u>X</u>	<u> </u>
Snow and Ice Removal	<u>X</u>	<u> </u>

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds fifty five percent (55%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than forty five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

- (1) Except with respect to activities for which Landlord is

responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord warrants that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements for occupancy in force on February 1, 2002 for the permitted uses under this Lease, and meet the requirements of the Americans With Disabilities Act (ADA) in effect on February 1, 2002 for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities in force at the execution of this lease, including accessible parking for the

disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within fifteen (15) days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall

constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default.

In the event of default by tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for

Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 17.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on

transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises with twenty four (24) hours prior notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

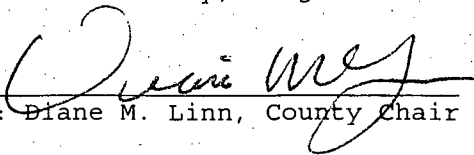
16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents (\$0.05) per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

16.9 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

Landlord:
Multnomah County, Oregon


By: Diane M. Linn, County Chair

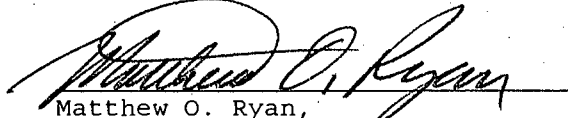
Date: 1-9-03

Tenant:
Gresham Seniors United

By: Patricia A. Boast
President Gresham Seniors United
Print name and title

Date: 12-6-02

Reviewed By:


Matthew O. Ryan,
Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK

EXHIBIT B

Multnomah County East Building: Parking Distribution Plan November 2001

Formatted: Right: 0",
Widow/Orphan control, Adjust space
between Latin and Asian text, Adjust
space between Asian text and
numbers

1. Guiding Principles:

- Customer parking is priority;
- No staff parking in customer areas;
- Previous distribution and location of parking for Disabled, L&F MOW drivers and Special Assistance are already agreed to;
- County Parking Policy is in transition but affects parking distribution;
- The Tri Met Parking Garage Space Allocation is governed by County –Tri Met Parking Agreement. Health and ADS are required to manage parking use in the allotted spaces per the Agreement terms. Tri Met spaces will be only allocated to staff (includes partners) in order to assure compliance with the terms of the Agreement.
- Parking will be managed on an ongoing basis, by ADS and Health Depts' Building Management Team (BMT) and the Building Tenant Council.
- Parking is not assigned other than described as special needs or MOW:
- Staff spaces will be marked in the Building Parking Lot as follows:
 - Reserved ADS-P (ADS and partners)
 - Reserved HED; (Health Department and partners)
 - Staff Carpool; (All tenants)
 - Staff Short-term, 20 minutes (All tenants)

2. Distribution of MCE Lot 201 Spaces

- Of the 201 spaces in MCE Lot (see diagram)
 - 137 for VISITORS (customers)
 - 5 for Special Needs (courtesy parking)
 - 14 for Disabled (staff and customers)
 - 11 L&F Meals on Wheels Drivers (9:00 – 2:00)
 - 4 Short-term Staff – 20 minute limit
 - 3 Staff Carpool
 - 21 allocated to ADS-P and HED Staff based on ratio of space:
 - 11 to Health
 - 10 to ADS and Partners
 - 7 spaces allocated for County Cars;

3. Distribution of Tri Met Parking Garage 70 Spaces

- Of the 70 Spaces in Tri Met Garage
 - 2 assigned to Staff Carpool;
 - 34 assigned to HEALTH staff (HED)
 - 34 assigned to ADS and partners staff (ADS-P)

4. Special Notes:

- Recommend this distribution for first year with reassessment of parking needs and parking issues once programs are more fully functioning.
- Tri Met Agreement requires Auto-reduction plan 6 months after opening

Exhibit A

Tenant Information

- ① Optometry Clinic
1408 Sq.Ft.
- ② Optometry General Use
330 Sq.Ft.
- ③ Shared-Health & ADS General Use
1670 Sq.Ft.
- ④ ADS General Use
16677 Sq.Ft.
- ⑤ ADS-YWCA General Use
1188 Sq.Ft.
- ⑥ Amble Side Act. Cen. General Use
10901 Sq.Ft.
- ⑦ ADS-ILR General Use
402 Sq.Ft.
- ⑧ Deli Lease
828 Sq.Ft.
- ⑨ ADS-Transportation General Use
160 Sq.Ft.
- ⑩ ADS-Developmental Disabilities General Use
514 Sq.Ft.

Multnomah County East - 437
600 NE 8th
Portland, Oregon

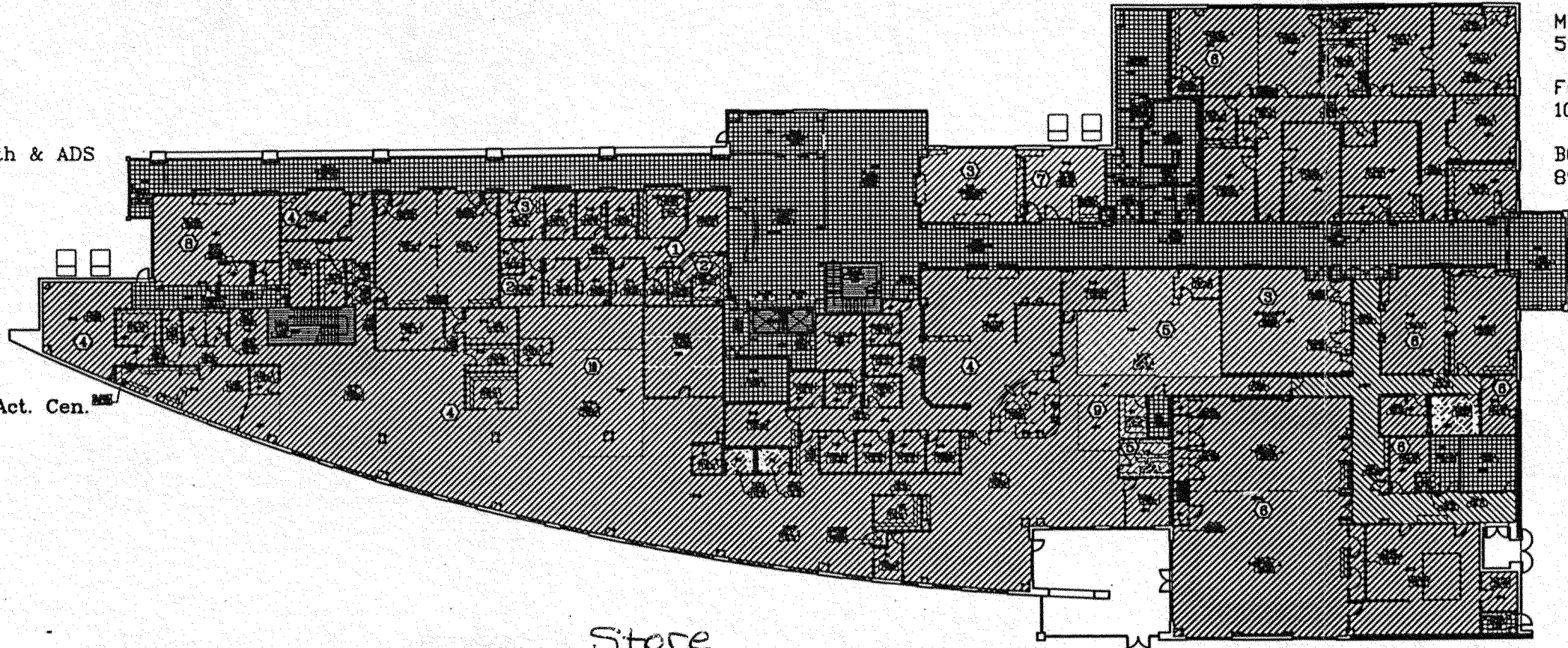
Floor Information

GMA
44727

MVP
596

FCA
1078

BCA
8977



Store
Ambleside Common
Shared Common

Figures above represent occupied areas by tenant and do not reflect total billable square footage. For example, the figures above do not include common areas. For further information contact Property Manager.

December 2001
Dave Aldridge

First Floor

Measured by: Michael Khaligh
Date: 03 January 2002



For BDMC Use Only

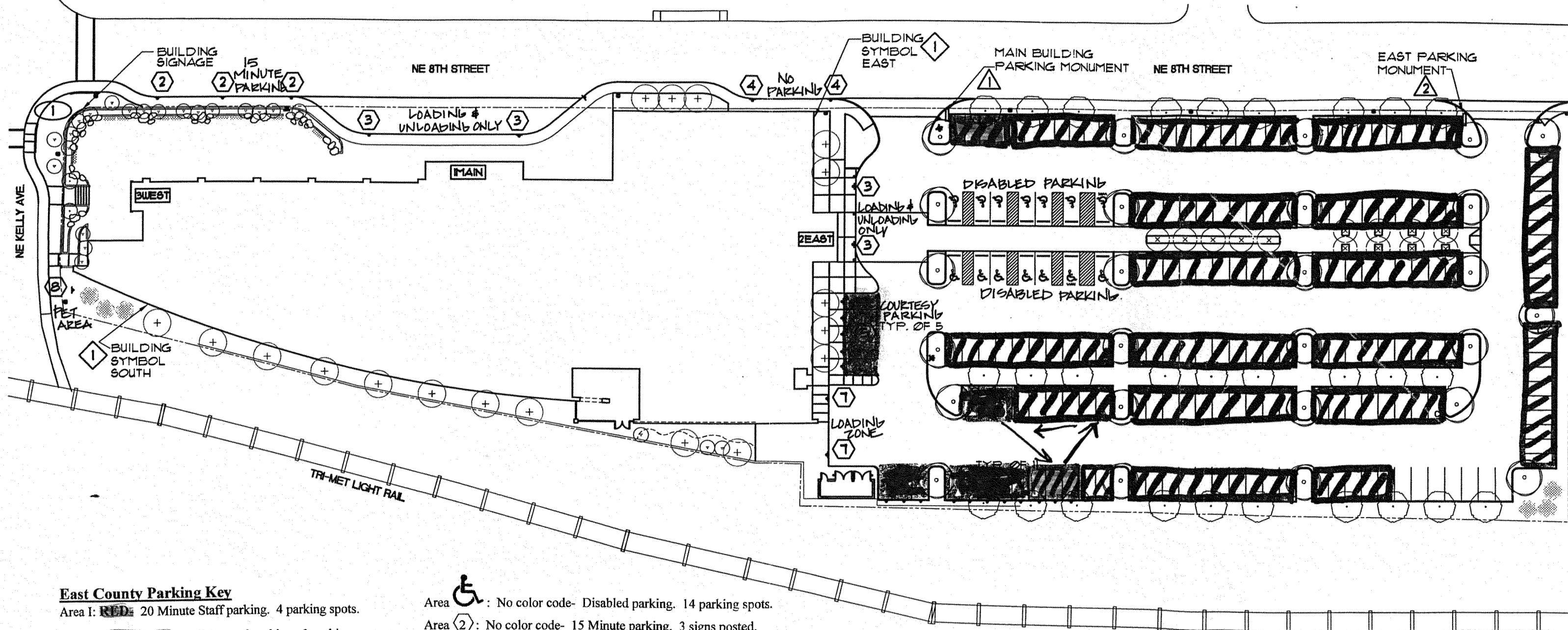
GBA
46089
TCS
0

(.01% variance allowance)
-1 in FCA

Control #226

Exhibit B

EAST COUNTY PARKING DETAILS



East County Parking Key

- Area I: **RED** 20 Minute Staff parking. 4 parking spots.
- Area II: **ORANGE** Staff Carpool parking. 3 parking spots.
- Area III: - County Car parking. 7 parking spots.
- Area IV: **GREEN** Mini Bus parking. 2 parking spots.
- Area V: **BLUE** Visitor parking. 136 parking spots.
- Area VI: **PURPLE** HED Staff parking. 11 parking spots.
- Area VII: **PINK** ADS-P Staff parking. 10 parking spots.

- Area : No color code- Disabled parking. 14 parking spots.
- Area ② : No color code- 15 Minute parking. 3 signs posted.
- Area ③ : No color code- Loading and Unloading only. 4 signs posted, 2 at each location
- Area ④ : No color code- No Parking. 2 signs posted
- Area ⑤ : **MAGENTA** Courtesy parking. 5 parking spots w/ signage.
- Area ⑥ : **GREY** Reserved Loaves and Fishes. 11 parking spots w/ signage.
- Area ⑦ : No color code- Loading Zone/ No parking. 2 signs posted.
- Area ⑧ : No color code- Pet Area. 1 sign posted.

* SEE EXTERIOR SIGN ELEVATIONS FOR SIGNAGE DETAILS.

Note: Distribution change to plan per FM Signage alteration; Affects MOW, STAFF CARPOOL, and VISITOR SLOT Location.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-5

Est. Start Time: 9:54 AM

Date Submitted: 12/16/02

Requested Date: January 9, 2003

Time Requested: 2 minutes

Department: Business & Community Services

Division: Facilities & Property

Contact/s: Bob Oberst

Phone: (503) 988-3851

Ext.: 83851

I/O Address: B274

Presenters: Bob Oberst, Aging Services representative

Agenda Title: Lease of Space at Multnomah County East to Ride Connection, Inc..

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of Lease is requested. Facilities & Property recommends approval.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Aging Services Division provides and sponsors various services and activities to its clients at the Multnomah County East facility (MCE) in Gresham. Ride Connection, Inc. provides transportation services for seniors and will furnish such services to senior clients of Aging Services at MCE. The lease would provide parking space and administrative space at MCE at reduced rental for Ride Connection vehicles and services for the benefit of its clients who are also those of Aging Services Division.

- 3. Explain the fiscal impact (current year and ongoing).**

Ride Connection, Inc. will pay a net annual rental of \$1,785.25 for the leased space (approximately \$9.65/square foot). Annual cost of this space to Aging Services Division is approximately \$5,111.55, including debt service, asset preservation charge and capital

surcharge. Annual operating cost of the space, excluding debt service, asset preservation charge and capital surcharge is approximately \$1,398.60.

4. Explain any legal and/or policy issues.

None.

5. Explain any citizen and/or other government participation that has or will take place.

The MCE project location and program services planning included involvement by the East County Facilities Siting Committee appointed by the Chair, the City of Gresham Mayor's Office and Community Development Department, Loaves and Fishes, and Gresham Seniors United.

Required Signatures:

Department/Agency Director: *M. Cecilia Johnson* **Date:** 12/16/02

Budget Analyst

By: **Date:**

Dept/Countywide HR

By: **Date:**

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

Revenue.

Property Management Contact: Bob Oberst
Division Requesting Lease: Facilities & Property

Phone: 83851 Date: 12/11/02
Contact: Bob Oberst Phone: 83851

Lessor: Multnomah County
Address: 401 N. Dixon Street, Portland, Oregon 97227
Phone: 503-988-3851

Lessee: Ride Connection, Inc.
Address: 2145 N.W. Overton, Portland, Oregon 97210
Phone: 503-413-8924

Address of lease and purpose: 600 N.E. 8th St., Gresham, Oregon. Lessee to pay rental for use of space and to provide services for Aging Services Division and mutual clients.

Effective Date: March 1, 2002

Expiration: June 30, 2003 ; two 5-year renewal options

Total Amount of Agreement : \$2,380.82

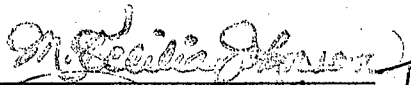
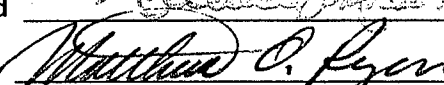
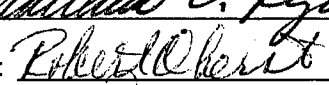
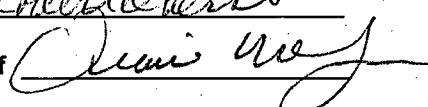
Payment Terms: \$148.77/month

Business Area
N/A (revenue)

Cost Center
N/A (revenue)

Project Number
N/A

Required Signatures

	<u>Date:</u>
Department Head 	12/16/02
County Counsel 	12/16/02
Property Management 	12/11/02
County Executive/Sheriff 	1.09.03

Rev. 4-01 DISTRIBUTION: Originator; Contracts Administration; FM Fiscal Section

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 01.09.03
DEB BOGSTAD, BOARD CLERK

LEASE

Date:

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street 97227

And: Ride Connection, Inc. ("Tenant")
2145 N.W. Overton
Portland OR 97210

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately one hundred eighty five (185) rentable square feet of space, as shown in Exhibit "A" of this Lease, in the building known as Multnomah County East, 600 N.E. 8th Street, Gresham, Oregon 97030.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence March 1, 2002 and continue through June 30, 2003, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on March 1, 2002.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for two (2) successive terms of five (5) years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of

the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant. If Landlord and Tenant are unable to agree upon rent for the renewal term, the renewal term shall not commence and this Lease shall terminate at the end of the expiring term.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall be charged as base rent the sum of Nine and 65/100 Dollars (\$9.65) per square foot for an annual amount of One Thousand, Seven Hundred Eighty Five and 25/100 Dollars (\$1,785.25), which Tenant shall pay in monthly installments of One Hundred Forty Eight and 77/100 Dollars (\$148.77). Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for offices and public service use, and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws, ordinances and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance

policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Parking for all tenants of, and visitors to, the building in which the Premises are located shall be in accordance with the Multnomah County East Building: Parking Distribution Plan (the "Parking Plan"). The Parking Plan may be changed by Landlord in its discretion at any time and Tenant shall not have any right to use of the parking at the building except in accordance with the Parking Plan then in effect. The Parking Plan shall include two spaces for use by Tenant at all times during the term of this Lease. The November 2002 Parking Plan, attached to this Lease as Exhibit "B", is in effect at the commencement date and shall remain in effect unless and until changed by Landlord. Landlord shall notify Tenant of any future

changes to the Parking Plan.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.3 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1. Such repairs shall be made by Landlord at Tenant's expense.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the Premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable

interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Restricted. Tenant shall make no improvements or alterations on the Premises of any kind. Tenant may request that alterations to the Premises be made and such alterations shall be made, subject to Landlord's approval and at Tenant's sole expense. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Alterations requested by Tenant will be performed by Landlord at the expense of Tenant.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Such improvements and alterations shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required Landlord. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Required Tenant.

Tenant shall provide at its expense on or before the Commencement Date and keep in force during the Term, naming Landlord insured, a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "claims made basis," including, without

limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver of subrogation shall be valid only if the insurance policies in question of both parties expressly permit waiver of subrogation or if the insurance companies agree in writing that such a waiver will not affect coverage under the policies.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the

amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

Utility or Service	Cost Paid By:	
	Landlord	Tenant
Water	X	---
Sewer	X	---
Electricity	X	---
Gas	X	---
Trash Removal	X	---
Janitorial Service	X	---
Janitorial Supplies	X	---
Window Washing	X	---
Snow and Ice Removal	X	---

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds fifty five percent (55%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than

forty five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within (30) days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord warrants that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements in force on February 1, 2002 for occupancy by Tenant for the permitted uses under this Lease, and meet the requirements of the Americans With Disabilities Act (ADA) in effect on February 1, 2002 for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities in force at the execution of this Lease, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within fifteen (15) days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default.

In the event of default by tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and

wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 17.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given

not less than thirty (30) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises with twenty four (24) hours prior notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents (\$0.05) per dollar of the overdue payment to reimburse Landlord for

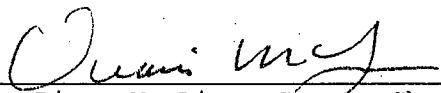
the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

Landlord:
Multnomah County, Oregon


By: Diane M. Linn, County Chair

Date: 1.9.03

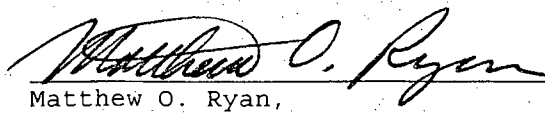
Tenant:
Ride Connection

By: 
By: Elaine Wells

Date: 12-6-02

ELAINE WELLS
Print name and title EXECUTIVE DIRECTOR

Reviewed By:



Matthew O. Ryan,
Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 01-09-03
DEB BOGSTAD, BOARD CLERK

Tenant Information

- ① Optometry Clinic
1408 Sq.Ft.
- ② Optometry General Use
330 Sq.Ft.
- ③ Shared-Health & ADS General Use
1670 Sq.Ft.
- ④ ADS General Use
16677 Sq.Ft.
- ⑤ ADS-YWCA General Use
1188 Sq.Ft.
- ⑥ Amble Side Act. Cen. General Use
10901 Sq.Ft.
- ⑦ ADS-ILR General Use
402 Sq.Ft.
- ⑧ Deli Lease
826 Sq.Ft.
- ⑨ ADS-Transportation General Use
160 Sq.Ft.
- ⑩ ADS-Developmental Disabilities General Use
514 Sq.Ft.

Figures above represent occupied areas by tenant and do not reflect total billable square footage. For example, the figures above do not include common areas. For further information contact Property Manager.

Multnomah County East - 437
600 NE 8th
Portland, Oregon

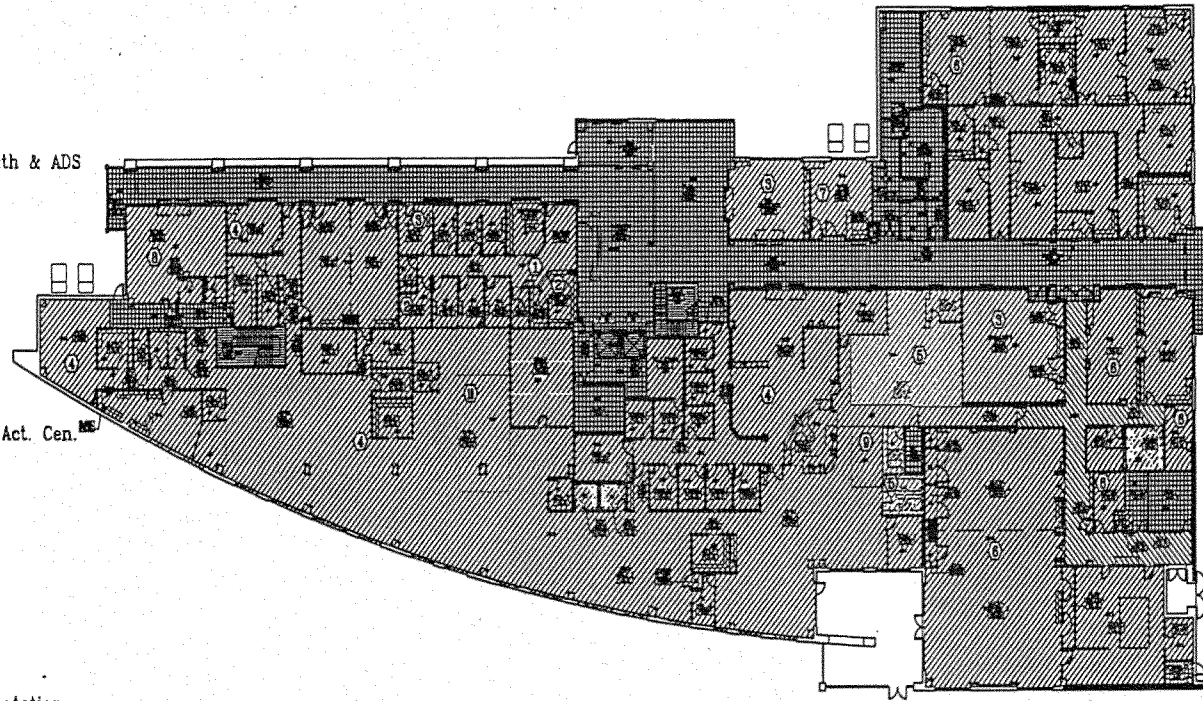
Floor Information

GMA
44727

MVP
596

FCA
1078

BCA
8977



For BDMC Use Only

GBA
46089
TCS
0

(0.1% variance allowance)
-1 in FCA

Control #226

December 2001
Dave Aldridge

First Floor

Measured by: Michael Khaligh
Date: 03 January 2002



Formatted: Right: 0",
Widow/Orphan control, Adjust space
between Latin and Asian text, Adjust
space between Asian text and
numbers

EXHIBIT B

Multnomah County East Building: Parking Distribution Plan November 2001

1. Guiding Principles:

- Customer parking is priority;
- No staff parking in customer areas;
- Previous distribution and location of parking for Disabled, L&F MOW drivers and Special Assistance are already agreed to;
- County Parking Policy is in transition but affects parking distribution;
- The Tri Met Parking Garage Space Allocation is governed by County – Tri Met Parking Agreement. Health and ADS are required to manage parking use in the allotted spaces per the Agreement terms. Tri Met spaces will be only allocated to staff (includes partners) in order to assure compliance with the terms of the Agreement.
- Parking will be managed on an ongoing basis, by ADS and Health Depts' Building Management Team (BMT) and the Building Tenant Council.
- Parking is not assigned other than described as special needs or MOW:
- Staff spaces will be marked in the Building Parking Lot as follows:
 - Reserved ADS-P (ADS and partners)
 - Reserved HED; (Health Department and partners)
 - Staff Carpool; (All tenants)
 - Staff Short-term, 20 minutes (All tenants)

2. Distribution of MCE Lot 201 Spaces

- Of the 201 spaces in MCE Lot (see diagram)
 - 137 for VISITORS (customers)
 - 5 for Special Needs (courtesy parking)
 - 14 for Disabled (staff and customers)
 - 11 L&F Meals on Wheels Drivers (9:00 – 2:00)
 - 4 Short-term Staff – 20 minute limit
 - 3 Staff Carpool
 - 21 allocated to ADS-P and HED Staff based on ratio of space:
 - 11 to Health
 - 10 to ADS and Partners
 - 7 spaces allocated for County Cars;

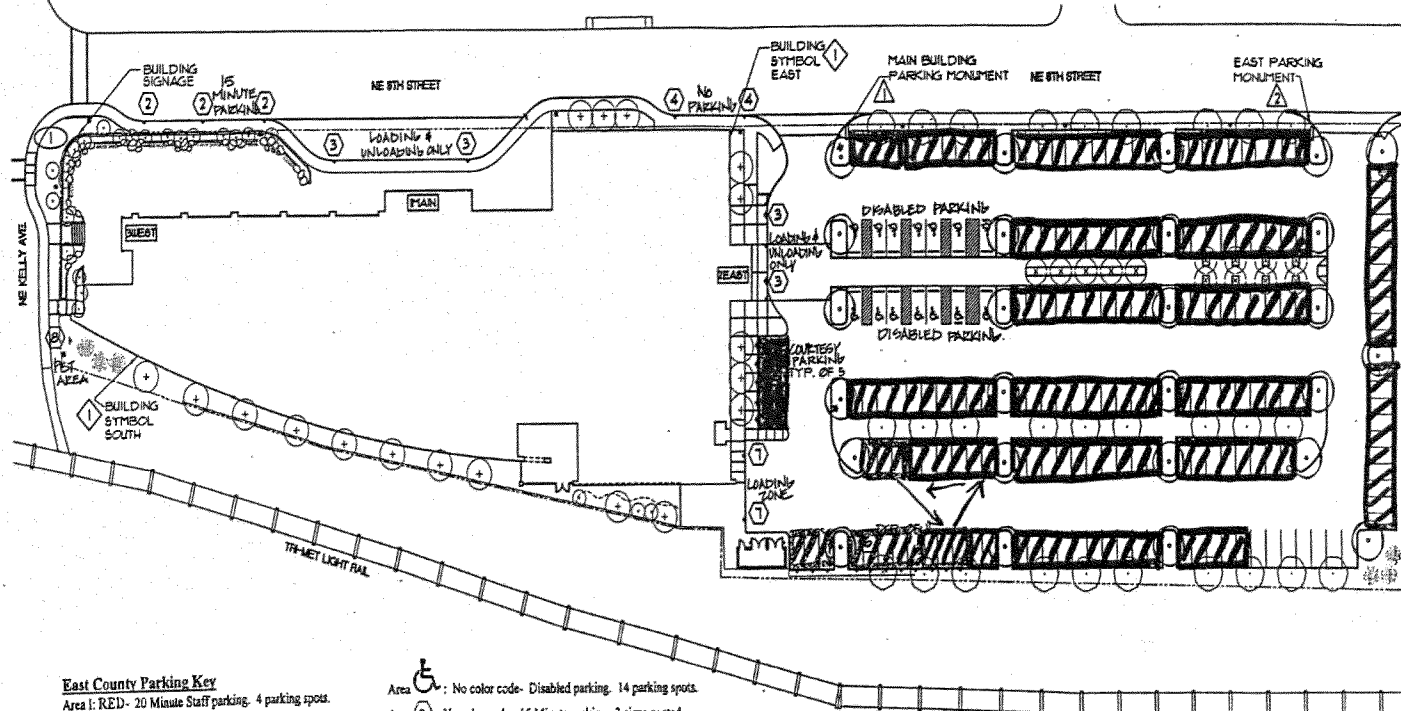
3. Distribution of Tri Met Parking Garage 70 Spaces

- Of the 70 Spaces in Tri Met Garage
 - 2 assigned to Staff Carpool;
 - 34 assigned to HEALTH staff (HED)
 - 34 assigned to ADS and partners staff (ADS-P)

4. Special Notes:

- Recommend this distribution for first year with reassessment of parking needs and parking issues once programs are more fully functioning.
- Tri Met Agreement requires Auto-reduction plan 6 months after opening

EAST COUNTY PARKING DETAILS



East County Parking Key

- Area I: RED- 20 Minute Staff parking. 4 parking spots.
- Area II: ORANGE- Staff Carpool parking. 3 parking spots.
- Area III: - County Car parking. 7 parking spots.
- Area IV: GREEN- Mini Bus parking. 2 parking spots.
- Area V: BLUE- Visitor parking. 136 parking spots.
- Area VI: PURPLE- HED Staff parking. 11 parking spots.
- Area VII: PINK- ADS-P Staff parking. 10 parking spots.

- Area ①: No color code- Disabled parking. 14 parking spots.
- Area ②: No color code- 15 Minute parking. 3 signs posted.
- Area ③: No color code- Loading and Unloading only. 4 signs posted, 2 at each location.
- Area ④: No color code- No Parking. 2 signs posted.
- Area ⑤: MAGENTA- Courtesy parking. 5 parking spots w/ signage.
- Area ⑥: GREY- Reserved Loaves and Fishes. 11 parking spots w/ signage.
- Area ⑦: No color code- Loading Zone/ No parking. 2 signs posted.
- Area ⑧: No color code- Pet Area. 1 sign posted.

* SEE EXTERIOR SIGN ELEVATIONS FOR SIGNAGE DETAILS.

Note: ↗ Distribution Change To Glen Lee
FM Skragg alteration; Affects NOW,
STAFF carpool, and Visitor Slot Location.

Tenant Information

Multnomah County East - 437
600 NE 8th
Portland, Oregon

Floor Information

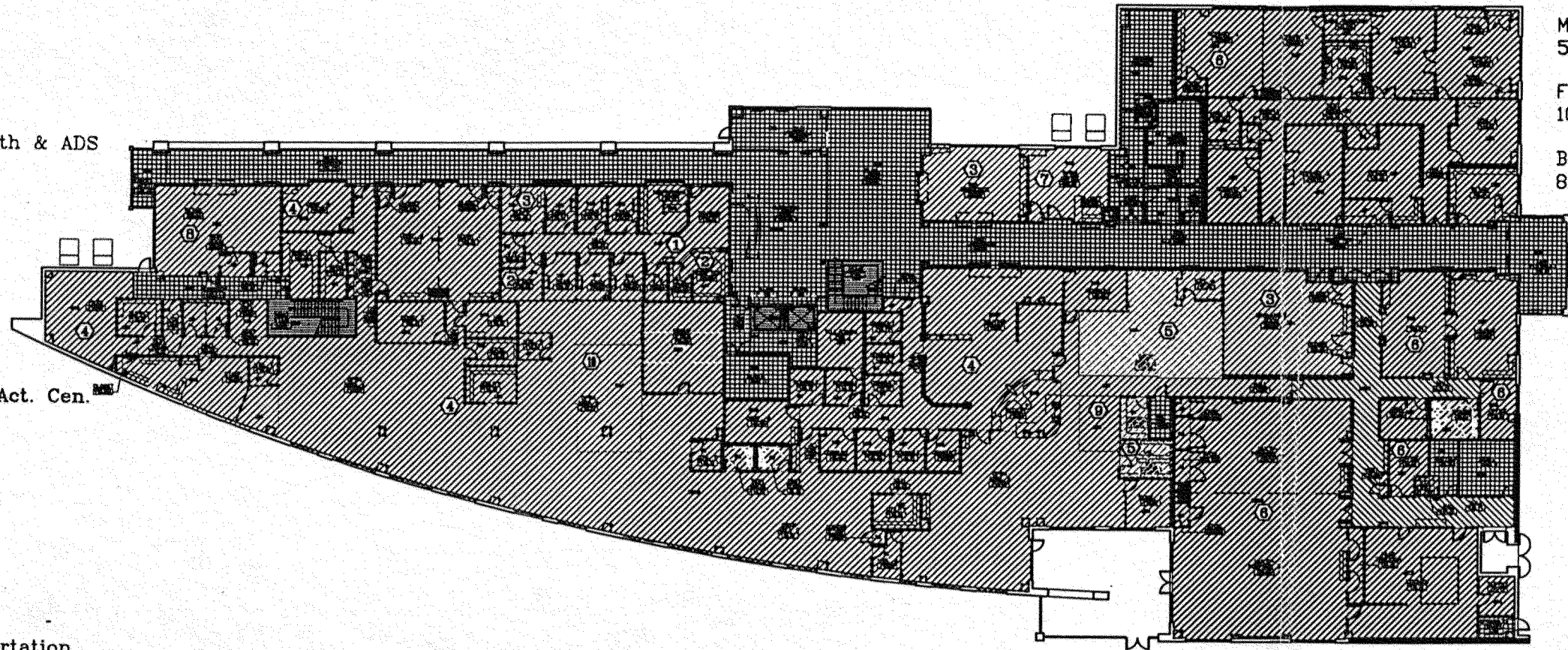
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GMA
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Ride Connection exclusive

Figures above represent occupied areas by tenant and do not reflect total billable square footage. For example, the figures above do not include common areas. For further information contact Property Manager.

December 2001
Dave Aldridge

First Floor

Measured by: Michael Khaligh
Date: 03 January 2002



For BDMC Use Only

GBA
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TCS
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(0.1% variance allowance)
-1 in FCA

Control #226

Exhibit A

Exhibit B

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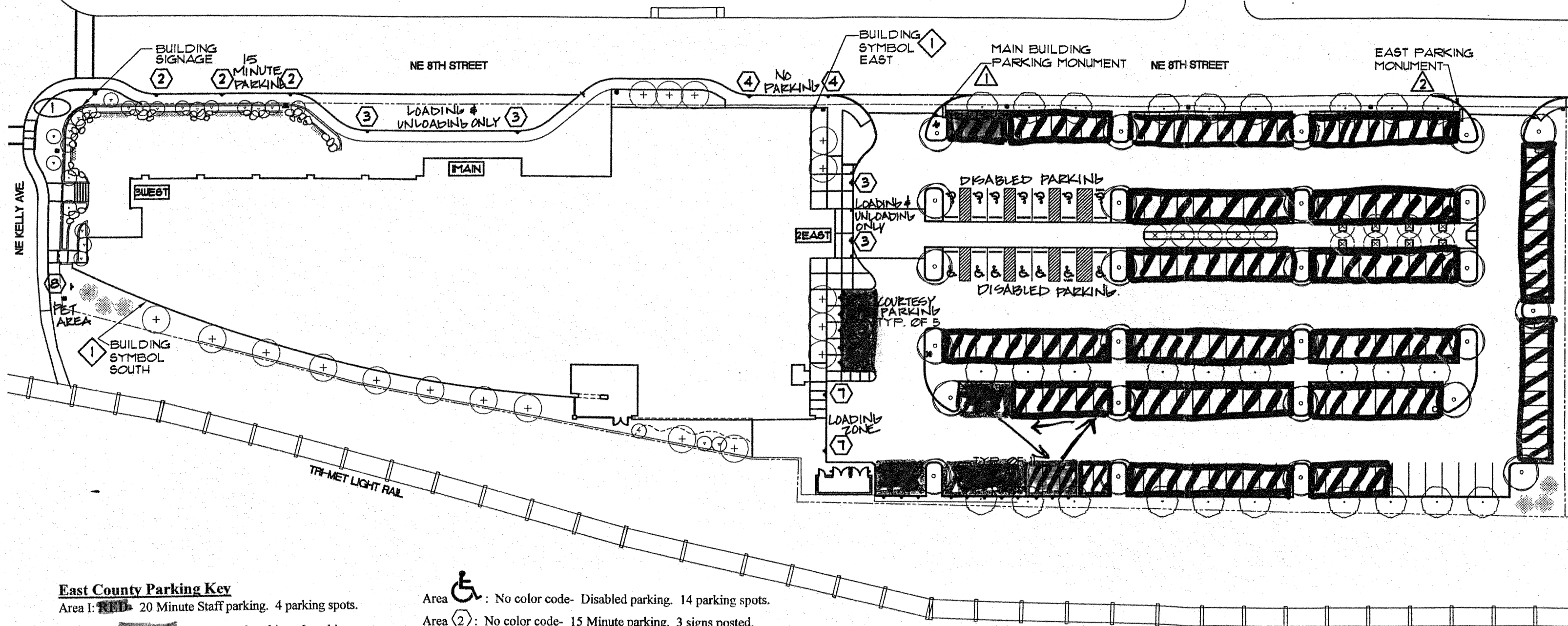
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 - 2 assigned to Staff Carpool ;
 - 34 assigned to HEALTH staff; (HED)
 - 34 assigned to ADS and partners staff; (ADS-P)

4. Special Notes:

- Recommend this distribution for first year with reassessment of parking needs and parking issues once programs are more fully functioning.
- Tri-Met Agreement requires Auto-reduction plan 6 months after opening;

Exhibit B

EAST COUNTY PARKING DETAILS



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- Area ⑦ : No color code- Loading Zone/ No parking. 2 signs posted.
- Area ⑧ : No color code- Pet Area. 1 sign posted.

* SEE EXTERIOR SIGN ELEVATIONS FOR SIGNAGE DETAILS.

Note: Distribution change to plan per FM Signage alteration; Affects MOW, STAFF CARPOOL, and VISITOR SLOT LOCATION.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-6

Est. Start Time: 9:56 AM

Date Submitted: 12/16/02

Requested Date: January 9, 2003

Time Requested: 10 minutes

Department: DBCS

Division: Land Use & Transportation

Contact/s: Karen Schilling

Phone: (503) 988-5050

Ext.: 29635

I/O Address: 455/2nd Floor

Presenters: Karen Schilling

Agenda Title: Public Hearing and Approval of Metropolitan Transportation Improvement Program (MTIP) project list

(NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.)

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**

A public hearing and approval of MTIP project list for submittal to Metro. The Department recommends approval of the list.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

The 2004-07 MTIP will allocate approximately \$52 million of regional flexible funds to the Portland region for federal fiscal years 2006 and 2007. The list of projects for East County represents priorities on urban County roadways and other project priorities for the four east county cities. As a starting point, the County, in conjunction with staff from the four east county cities considered projects that are programmed in the recently adopted 2003-07 Capital Improvement Plan and Program (CIP, June 2002). Gresham added to

the list a few priorities for the city. The staff for East Multnomah County Transportation Committee (EMCTC) and ultimately EMCTC recommended a list of projects for submittal based on priority and competitiveness. The County will be responsible for providing all or a portion of the matching funds for the first three projects on the list, a total of \$3.19 million. If the Beaver Creek Culverts project is awarded, most of the matching funds (\$2.72 million) will be provided by the Army Corps of Engineers through a culvert replacement grant. The remaining three projects, Gresham will provide the local matching funds. The projects are:

Project Name	Total Cost*	MTIP*	Match*
1) 242 nd Ave: Stark St—Glisan St.	\$1.10	\$0.55	\$0.55
2) 223 rd Ave RR Undercrossing	\$5.40	\$3.40	\$2.00
3) Beaver Creek Culverts	\$4.83	\$1.47	\$3.36
4) Stark St Blvd: 190 th Ave—197 th Ave	\$2.00	\$1.80	\$0.20
5) Yamhill St: 190 th Ave—197 th Ave	\$0.50	\$0.45	\$0.05
6) Gresham/Fairview Trail	\$1.20	\$0.63	\$0.57
Total	\$15.03	\$8.30	\$6.73

*Millions

Notes:

- 242nd Ave reconstruction includes sidewalks, bicycle lanes, median with turn pockets and Green Street elements.
- 223rd Ave RR Undercrossing could be phased but at a substantial total project cost increase. County will secure 37% match (\$2 million) to complete project from either other sources and/or CIP reprogramming.
- Beaver Creek Culverts: Construction of bridge at Stark St. and Troutdale Rd., and open-bottom culvert at Cochran Rd.
- Stark St Boulevard: 190th Ave—197th Ave. Project includes construction of boulevard elements from 190th Ave to 197th Ave.
- Yamhill St: 190th Ave—197th Ave. Construction of Yamhill St as a Green Street.
- Gresham/Fairview Trail: Construction of trail between Burnside Rd./Halsey St.

There is also one Willamette River Bridge project on our submittal list. We are requesting \$2.5 million to help complete the painting project on the Broadway Bridge. The County will be required to provide the local matching funds up to \$250,000.

3. Explain the fiscal impact (current year and ongoing).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?

- ❖ **Do any personnel actions result from this budget modification? Explain.**
 - ❖ **Is the revenue one-time-only in nature?**
 - ❖ **If a grant, what period does the grant cover?**
 - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**

Metro allocates federal funds for the MTIP process.

- ❖ **Specify grant requirements and goals.**

The primary policy objective for the MTIP is to leverage economic development in priority 2040 land-use areas through investment to support centers, industrial areas, and UGB expansion areas with completed concept plans. Other policy objectives include: emphasize modes that do not have other sources of revenue, complete gaps in modal systems, and develop a multi-modal transportation system.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one time only commitment for matching funds for these projects.

- ❖ **What are the estimated filing timelines?**

Applications are due to Metro by December 20, 2002 but the public hearing and Board adoption can occur in early January prior to the Metro's rating of projects.

- ❖ **If a grant, what period does the grant cover?**

These funds are available for federal fiscal years 2006 and 2007.

- ❖ **When the grant expires, what are funding plans?**

Funds are for construction projects, not on-going programs.

❖ **How will the county indirect and departmental overhead costs be covered?**

The Transportation Division budget will include matching funds for the years projects are awarded.

4. Explain any legal and/or policy issues.

There are no legal issues. Seeking funds to complete these projects will add to a safe and balanced transportation system in the County.

5. Explain any citizen and/or other government participation that has or will take place.

The projects that the County is responsible for have been presented to citizens through open houses and meetings. In addition, the Board of County Commissioners held a public hearing prior to adopting the Multnomah County Fiscal Year 2003-2007 Transportation Capital Improvement Plan and Program. The County has worked closely with Fairview, Gresham, Troutdale and Wood Village to gain their support for this list of projects. EMCTC recommended this list at their November 18, 2002 meeting.

Required Signatures:

Department/Agency Director:

M. Cecilia Johnson

Date: 12/11/02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approval of project list for submittal to Transportation Priorities 2004-07.

The Multnomah County Board of Commissioners Finds:

- a. At the direction of the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council, Metro is soliciting for projects to award approximately \$52 million of regional flexible funds.
- b. The Metro Transportation Priorities 2004-07 objective is to leverage economic development in priority 2040 land-use areas (centers, industrial areas and urban growth boundary expansion areas) with completed concept plans.
- c. Multnomah County and the Cities of Fairview, Gresham, Troutdale and Wood Village have transportation capital projects that meet the Metro criteria for funding eligibility.
- d. The East Multnomah County Transportation Committee (EMCTC) at its November 18, 2002 meeting recommended the projects listed below for submittal to the Transportation Priorities 2004-07 program.

Project	Total Cost	Federal Funds	Match
1. 242 nd Ave: Stark St to Glisan St	\$1.10 m	\$0.55	\$0.55
2. 223 rd Ave Railroad Undercrossing	\$5.40 m	\$3.40	\$2.00
3. Beaver Creek Culverts	\$4.83 m	\$1.47	\$3.36
4. Stark St Blvd: 190 th Ave to 197 th Ave	\$2.00 m	\$1.80	\$0.20
5. Yamhill St 190 th Ave to 197 th Ave	\$0.50 m	\$0.45	\$0.05
6. Gresham/Fairview Trail	\$1.20 m	\$0.63	\$0.57
Total	\$15.03m	\$8.30	\$6.73

- e. If these projects are approved, the County will be responsible for \$5.91 million in matching funds for the first three projects on the list.
- f. In addition to these east county projects, the County Transportation Division has identified a Willamette River Bridge project for \$2.5 million on the Broadway Bridge to submit for Transportation Priority funding.
- g. The Broadway Bridge Project will be submitted to Metro in conjunction with the City of Portland's submittals.
- h. The County will be responsible for \$500,000 in matching funds for the Broadway Bridge Project if approved.

- i. A public hearing is required to allow citizen comment and input as it concerns the Transportation Priorities 2004-07 project submittal.

The Multnomah County Board of Commissioners Resolves:

1. Approval of the following projects in East County for Transportation Priorities 2004-07:

Project	Total Cost	Federal Funds	Match
a. 242 nd Ave: Stark St to Glisan St	\$1.10 m	\$0.55	\$0.55
b. 223 rd Ave Railroad Undercrossing	\$5.40 m	\$3.40	\$2.00
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f. Gresham/Fairview Trail	\$1.20 m	\$0.63	\$0.57
Total	\$15.03m	\$8.30	\$6.73

2. Approval of the Broadway Bridge rehabilitation project for \$2.5 million.
3. The highest priority projects for the County are the 223rd Ave Railroad Undercrossing and the Broadway Bridge Projects.

ADOPTED this 9th day of January 2003:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER,
COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Attorney

KSRJ4112 (TRANPLRPH540)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-008

Approval of Project List for Submittal to Transportation Priorities 2004-07

The Multnomah County Board of Commissioners Finds:

- a. At the direction of the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council, Metro is soliciting for projects to award approximately \$52 million of regional flexible funds.
- b. The Metro Transportation Priorities 2004-07 objective is to leverage economic development in priority 2040 land-use areas (centers, industrial areas and urban growth boundary expansion areas) with completed concept plans.
- c. Multnomah County and the Cities of Fairview, Gresham, Troutdale and Wood Village have transportation capital projects that meet the Metro criteria for funding eligibility.
- d. The East Multnomah County Transportation Committee (EMCTC) at its November 18, 2002 meeting recommended the projects listed below for submittal to the Transportation Priorities 2004-07 program.

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- e. If these projects are approved, the County will be responsible for \$5.91 million in matching funds for the first three projects on the list.
- f. In addition to these east county projects, the County Transportation Division has identified a Willamette River Bridge project for \$2.5 million on the Broadway Bridge to submit for Transportation Priority funding.
- g. The Broadway Bridge Project will be submitted to Metro in conjunction with the City of Portland's submittals.
- h. The County will be responsible for \$500,000 in matching funds for the Broadway Bridge Project if approved.

- i. A public hearing is required to allow citizen comment and input as it concerns the Transportation Priorities 2004-07 project submittal.

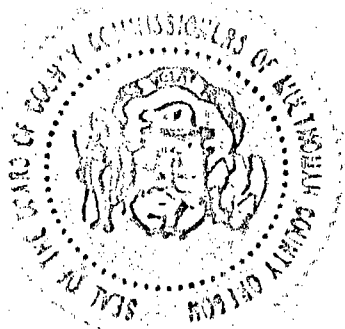
The Multnomah County Board of Commissioners Resolves:

1. Approval of the following projects in East County for Transportation Priorities 2004-07:

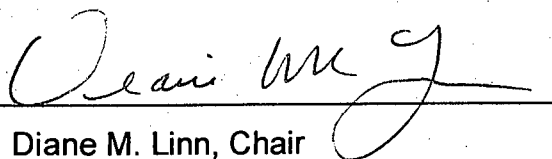
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3. The highest priority projects for the County are the 223rd Ave Railroad Undercrossing and the Broadway Bridge Projects.

ADOPTED this 9th day of January 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

KSRJ4112 (TRANPLRPH540)

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-7

Est. Start Time: 10:05 AM

Date Submitted: 12/30/02

Requested Date: January 9, 2002

Time Requested: 10 minutes

Department: Community Justice

Division: Adult Community Justice

Contact/s: Jim Peterson

Phone: 503-988-3701

Ext.: 26436

I/O Address: 503/250

Presenters: Kathleen Treb/Jim Peterson

Agenda Title: Notice of Intent to Apply for a Center for Substance Abuse and Mental Health Services Administration (SAMHSA) Treatment Enhancement Grant targeting African American Offenders

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Request approval to submit a grant proposal to the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment. This is being done in partnership with Legacy Health Care Systems.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

DCJ has a current contract with Legacy – Project Network to provide 10 residential alcohol and drug treatment beds and after care outpatient treatment services. Most of the clients are African American. This particular grant will expand services, many of which will not exist because of OHP cuts. The specific

purpose of this grant is to maintain and enhance the substance abuse, mental health and peer support services to African American men and women and their significant others who are on probation or parole in Multnomah County at the time of admission to the program.

The impetus for this grant comes from the "Round Table", an advisory committee of Project Network. The "Round Table" is made up of recovering African American male and female prior offenders, participants of Ugaza Jamii, which is a collaborative project lead by Project Network and three other participating organizations. The project linked together a variety of human services providers within an integrated community response system that provides a continuum of culturally specific treatment and support services. The three other organizations, which participate in Ugaza Jamii, are:

Tualatin Valley Centers – Center for Community Mental Health. This is an outpatient mental health and A&D treatment program for African American men and women;

Stay Clean. An intensive outpatient treatment service with transitional housing for African Americans;

Department of Community Justice – African American Program. Provides specialized supervision and transition services for African American men coming out of State correctional institutions.

The specific needs to be addressed by the proposed grant request include:

- 1) Maintain mental health and chemical dependency services - Because of recent E-Board action, the OHP mental health and chemical dependency benefit for many of the clients currently serviced through the Ugaza Jamii providers will be going away. This action will significantly impact their ability to provide outpatient mental health treatment services to residential treatment clients as well as aftercare outpatient chemical dependency treatment services to clients who are transitioning into community living. As a result, a significant portion of the funds being requested will be used to maintain these important service capabilities.
- 2) Develop employment readiness and placement services - Employment has been found to be a key factor in clients' long-term sustained recovery, yet these services are often difficult to access for Ugaza Jamii clients. Grant funding will be requested to develop employment readiness and placement services for Project Network clients and their significant others.

The employment development will be through a partnership with the International Association of Machinist Center for Administering Rehabilitation and Employment Services (IAMCARES). Additionally, IAMCARES has

particular expertise matching employers with hard to place individuals and will provide the employment training, job development counseling and placement using strategies proven successful with the target population.

3. Explain the fiscal impact (current year and ongoing).

There is no local match required. These grant funds cannot be used to supplant existing resources.

▪ **Who is the granting agency?**

Substance Abuse and Mental Health Services Administration – Center for Substance Abuse Treatment.

▪ **Specify grant requirements and goals.**

This is part of CSAT's Targeted Enhancement grant program, which is intended to help local communities expand or enhance existing substance abuse intervention services. Only units of government are eligible to submit grant proposals.

Grant goals and objectives include:

1. Reduce the recidivism of substance abuse and illegal behavior within the N/NE Portland African American community.
2. Continue to provide outpatient mental health and chemical dependency services for participants in this project no longer eligible under the Oregon Health Plan.
3. Develop jobs for these African American men and women in recovery by offering local employers on-going support services.
4. Provide sufficient support to this high-risk population in order that they are able to keep the job and advance in the job.
5. To document that a continuum of care, substance abuse treatment model that includes employment significantly impacts recidivism rates in abuse and criminality.

▪ **Explain grant-funding detail – is this a one-time only or long-term commitment?**

If funded the grantor will provide up to three years of funding support. The maximum allowable award is \$500,000 per year. If received the funds will be subcontracted to our partner, Legacy Health Care Systems – Project Network.

Department of Community Justice
Notice of Intent, SAMHSA Grant
January 9, 2003

▪ **What are the estimated filing timelines?**

Proposals must be received by January 10, 2003.

▪ **If a grant, what period does the grant cover?**

Three years starting in mid-2003.

▪ **When the grant expires, what are funding plans?**

Post grant fund development will be the responsibility of the recipient providers who have requested that DCJ submit the grant on their behalf. The providers will be looking to an eventual restoration of Medicaid eligibility to the target population as well as pursuing other grant programs.

▪ **How will the county indirect and departmental overhead costs be covered?**

The grant will include these costs.

4. **Explain any legal and/or policy issues.**

Since DCJ is submitting the proposal for the targeted expansion of Project Network, there will not be a procurement process for treatment agencies to receive funds from the County. The grant funds will be contracted through Project Network only.

5. **Explain any citizen and/or other government participation that has or will take place.**

DCJ staff, service recipients and the three other alcohol and drug service providers have participated in the development of the proposed services.

Required Signatures:

Department/Agency Director:



Date: 12/30/02

Budget Analyst

By:



Date: 12/30/02

Dept/Countywide HR

By:



Date: 12/30/02

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-8

Est. Start Time: 10:15 AM

Date Submitted: 12/30/02

Requested Date: 1/9/03

Time Requested: 45 minutes

Department: Community Justice

Division: Adult Community Justice

Contact/s: Pat Franck

Phone: 503-988-4583

Ext.: 84583

I/O Address: 503/250

Presenters: Joanne Fuller/Jacquie Weber

Agenda Title: Board Briefing on the Options for Continuing Participation in the Community Corrections Act, SB 1145

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Community Justice is presenting for informational purposes a briefing on the Community Corrections Act. The Department requests an exemption from the normal time frames for processing this agenda placement packet, as the Board of County Commissioners requested after the normal deadline that this item be presented at the January 9 meeting along with legislative update.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Community Corrections Act, SB 1145, requires that all counties provide probation, post-prison and parole supervision of felony offenders, provide local incarceration or community sanctions for felony offenders sentenced to twelve months or less of incarceration, and create and maintain a local public safety coordination council. The state provides funding for these services and construction of facilities to house offenders. It is possible that upcoming state budget cuts will place funding at a level below the actual costs of providing these services and that the county may consider opting out or providing the services. Additional information is included in this packet.

3. **Explain the fiscal impact (current year and ongoing).** The department is expecting potential state cuts to SB1145 funding and possible changes to current funding formulas.
4. **Explain any legal and/or policy issues.** The Board will be informed of requirements for the county to potentially opt out of SB 1145 functions.
5. **Explain any citizen and/or other government participation that has or will take place.** N/A

Required Signatures:

Department/Agency Director: *Joanne Fuller* **Date:** 12/26/02

Budget Analyst

By: *Christian Yeager* **Date:** 12/30/02

Dept/Countywide HR

By: *Travis Graves* **Date:** 12/30/02

Oregon's Community Corrections Act (SB 1145)

Why the Community Corrections Act was passed

The Community Corrections Act of 1977 gave the counties the option of providing supervision and sanctioning of offenders, services previously provided by the state. The assumption at the time was that if multiple local options were created, judges statewide would use these options instead of prison. In 1994, Governor John Kitzhaber created a team to advise him on methods to lessen the need for the prison building program that was planned.

The group focused its efforts on a group of inmates, approximately 1200 per day, who stayed for less than twelve months at state prisons. Offenders in this group were predominantly parole and probation violators and had a high rate of substance abuse history. The team determined that, with this group, very little was being done to address the factors that can lead to future criminal behavior within the prison system and that most of the offenders went to prison intake and were then transferred back to the county for parole supervision. The conclusion was that this was a very expensive process that was providing no benefit to the community. The resulting proposal came to be known as S.B. 1145, or the Community Corrections Act of 1995.

What is Community Corrections?

Under the Community Corrections Act of 1995, each Oregon county was required and provided funding to:

- provide probation, post-prison and parole supervision to felony offenders
- provide local incarceration or community sanctions to felony offenders who have been sentenced to twelve months or less of incarceration
- create and maintain a local public safety coordinating council, including leaders and policy makers from public safety agencies, local/municipal government, human services agencies, schools, the defense bar and citizens to develop and recommend plans for utilization of state community corrections funding
- construct or remodel correctional facilities in order to accommodate the local control population.

The intended purposes of the Act, as listed in ORS423.505, are to promote appropriate sentencing and sanctioning of these offenders, improve local services for offenders with the goal of reducing recidivism, promote local control and management of community corrections programs, promote the most effective criminal sanctions necessary, enhance the state and county partnership in the management of offenders and encourage a greater role for local government in the planning and implementation of local public safety policies.

Counties employ a variety of strategies in implementing the Community Corrections Act. In some counties, the role of supervisory authority, appointed by the county Boards of Commissioners, is shared by the Director of the Community Corrections Department and the Sheriff (13 counties). In others, the Community Corrections Director (one county) or the Sheriff holds sole supervisory authority (nine counties) and in others, the Board of Commissioners or a sub-committee acts in this role (seven counties).

The Community Corrections Funding Formula

The state funds these local services based on a formula developed by a statewide committee. The cost model is a capitated system and each county's budget is independent of the other counties' budgets. The cost model has these distinct features:

- Four caseload snapshots (Oct., Jan., Apr., Jul) are averaged to create the cost model (determine the cost per person);
- The snapshot caseloads are broken down into two bands according to sentence type: prison or probation;
- The bands are further broken down by risk classification scores (high, medium, low, limited, new) and by local control;
- The previous biennium's case rates and local control actual cost rates are applied to the risk categories to establish the rates for each band;
- A county's case count in each band is multiplied by the cost per person from the cost model to determine each county's unique daily rate.
- A "change index", the change in the county's caseload averaged for the past 24-month period, is determined. The intent of this feature is to create an incentive to encourage positive case closures and use funding for higher risk cases.
- The model also includes an inflation rate. For the current funding period, it is 3.5%.
- An assumption is made that 75% of the local control population (those sentenced to 12 months or less) will be incarcerated and 25% will be in community-based jail alternatives such as day reporting centers, electronic monitoring and work release. In practice, 87% are incarcerated and 13% are in non-incarcerative options. The local control population makes up 6% of the 30,500 offenders being supervised by the counties.
- The amount is then adjusted based on the allocation in the state budget. This allocation is made based on a population forecasting system developed and operated by the Office of Economic Analysis.
- The funding formula is based only on costs for felony offenders and does not include costs for misdemeanants such as domestic violence and driving while under the influence of intoxicants offenders.

The Opt-Out Clause

SB 1145 includes an opt-out clause that gives the counties the option of discontinuing participation in Community Corrections Act programs if state funding falls below a baseline, called the current service level. This amount takes into account the costs of currently funded programs, phase-in programs, decreased or increased caseloads, phased out programs and pilot programs.

Any county wishing to opt out of the SB 1145 provisions must give 180 days notice. The responsibility for supervising all felony offenders and all associated state funding would revert to the state. Without corresponding changes in the state's sentencing laws, offenders sentenced to twelve months or less will continue to serve that sentence locally, but DOC would assume supervision responsibility for those offenders and would provide the resources for incarceration.

Multnomah County Department of Community Corrections
Community Corrections Act Overview
January 9, 2003

Recent Recommendations

In a recent report commissioned by the Oregon Association of Community Corrections Directors, Billy Wasson, the former director of Marion County Adult Corrections, made the following observations:

- A reduction in revenues should be anticipated based on a decrease in the number of days of incarceration that has occurred in recent years.
- The funding formula does not support the use of best practices in corrections.
- The agreed upon inflation adjustment was decreased by \$1 million in a recent legislative session.
- Capitated rates for housing and supervision of offenders is based on statewide averages, even though there are significant cost differences from county to county.
- The actions by some counties to reduce jail use and shorten sanction units of the Local Control population will negatively impact all other counties in the subsequent allocation.
- Even though several counties have used less than anticipated jail and sanction time the key outcome of the system, recidivism, has not been impacted statewide.
- The funding assumption of 75% in custody and 25% in the community for the Local Control offenders has evolved into a "budget policy". The actual experience at this time is 87% in custody and 13% in the community.

Based on these findings, Wasson recommends that future funding decisions be made based on a system tailored to fund outcomes and/or performance measures of the program. His specific recommendations are:

- Amend the funding formula to a presumptive amount, in order to avoid the fluctuation in and downturn in the forecasted number of offenders.
- Develop capitation rates that reflect the cost differences between counties, such as a regional rate. Use a third party to develop capitation rates.
- Adjust the calculated ratio of 75% in custody to 25% out of custody to reflect actual practice.
- Adjust the funding methodology to create incentives for using best practices.
- Counties should examine their sanctioning practices and methods with which they track in order to determine their effects on future funding allocations.
- Revise the funding mechanism to one that would purchase a set number of beds regardless of utilization. This would create a financial incentive to maximize bed usage by keeping the length of stay short.

Attachment A: *Oregon's Community Corrections Funding: Budget Development and Allocation*

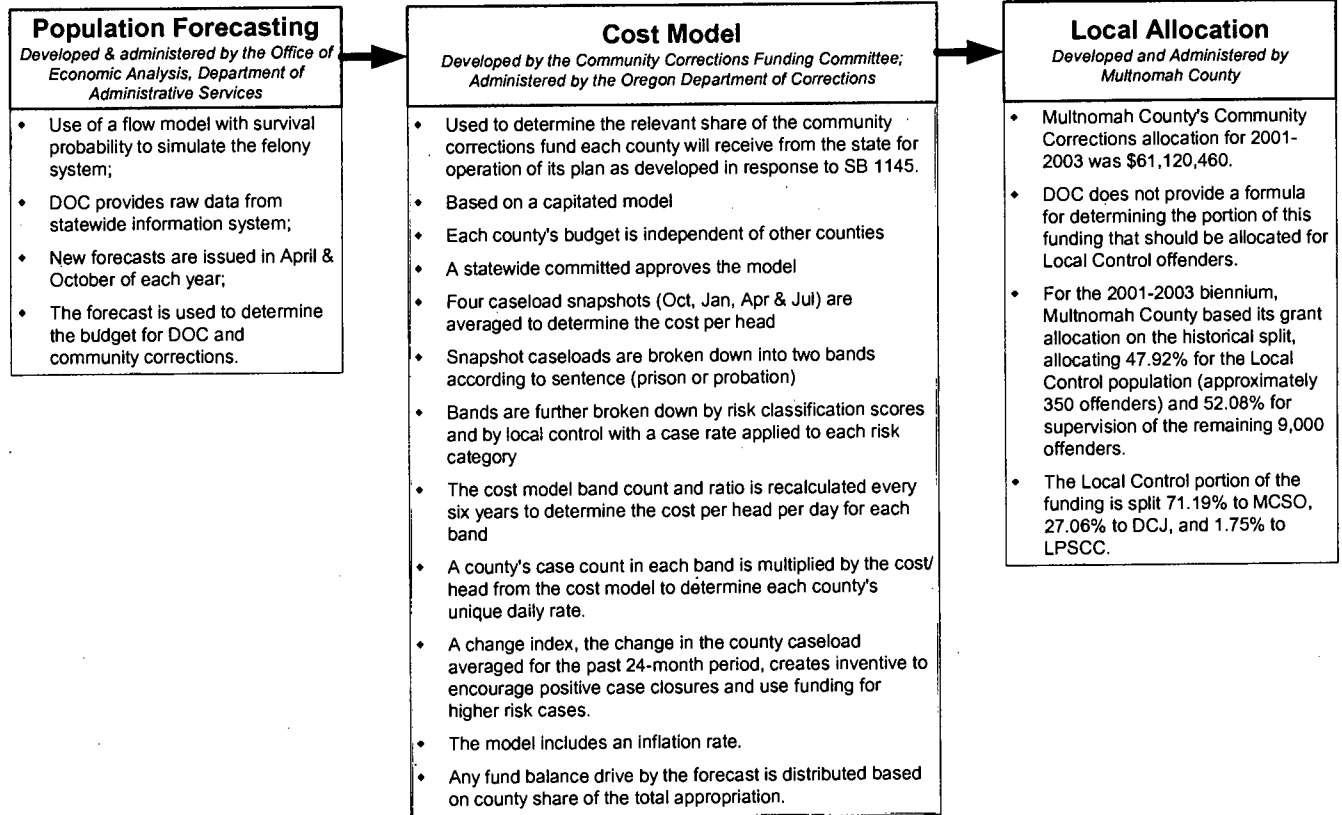
Attachment B: *Department of Corrections Resource Allocation by County*

Attachment C: *Multnomah County Sheriff's Office Average per day cost of jail beds*

Attachment D: *Comparison of 1999-01, 2001-03 & Estimated 2003-05 Resource Allocation by County*

Attachment A

Oregon's Community Corrections Funding: Budget Development and Allocation



Attachment B
Department of Corrections Resource Allocation by County

Multnomah County
2001-2003 Biennium
Community Corrections Cost and Grant Allocation Comparison

The legislation established by Senate Bill 1145 requires the state to fund the current service level costs for community corrections, including supervision of offenders on probation, post-prison, and parole; and local control offenders. Multnomah County's costs for providing these services exceed the community corrections funding allocation. The County's commitment to best practices in community corrections, including substance abuse treatment, transitional support, and housing has contributed to creating a nationally recognized model for community corrections. These policy decisions, combined with fixed operational costs that exceed statewide average, have also led the County to subsidize state funds with local revenue in order to maintain alignment with best practices shown to reduce recidivism and improve public safety. The figures below are based on the assumption that 90% of local control offenders will be incarcerated, although this percentage varies by county. The figures are based on the original funding amounts for the biennium, prior to any budget adjustments.

Table 1: Multnomah County's Jail costs are \$31.34 per day more than the statewide average, creating a funding deficit of approximately \$7.5 million.

Multnomah County Sheriff's Office	Local Control Caseload in Jail (90% of total LC population of 368)	2001-2003 Local Control Jail Costs	2001-2003 Grant Allocation	Variance
State Case Rate @ \$79.25/day	331	\$ 19,160,748	\$ 20,981,057	\$ 1,820,309
Actual Cost @ \$110.59/day	331	\$ 26,738,008	\$ 20,981,057	\$ (5,756,951)
Variance		\$ (7,577,260)		

Table 2: Multnomah County's costs to supervise both Local Control and other offenders in the community exceed the state allocation by over \$33.6 million.

Multnomah County Department of Community Justice	Average Case Load	2001-2003 Actual Costs	2001-2003 Grant Allocation	Variance
Local Control (10% of Total LC Population of 368)	33	\$ 3,714,510		
Other Felony Supervision	9,669	\$ 69,922,871		
Subtotal	9,702	\$ 73,637,381	\$ 40,007,564	\$ (33,629,817)
Misdemeanor Supervision Costs (DV, DUII, STOP Drug Diversion)	1,694	\$ 6,305,154	N/A	N/A
Total 2001-2003 Costs		\$ 79,942,535		

<p align="center">Attachment C</p> <p align="center">Multnomah County Sheriff's Office Average Per Day Cost of Jail Beds</p>
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Multnomah County Sheriff's Office
Average per day cost of jail beds
Fiscal Budget Year 2002-2003

Allocation of Exp.	(1)	MCCF	MCCF	(2)	(1-2)
Fully Loaded	Current	Mothball (est.)	Closure (est.)	Prior Year	Change
MCDC	\$ 26,229,817	29466459	29561493 (1)	\$ 28,836,014	\$ (2,606,197)
MCHJ	\$ -	2672373	2674544	\$ 2,657,966	\$ (2,657,966)
MCRC	\$ 6,632,025	5745252	5760972	\$ 5,640,967	\$ 991,058
MCIJ	\$ 38,380,634	39412754	38862257	\$ 37,013,672	\$ 1,366,962
MCCF	\$ 3,435,338	0	0 (1)	\$ 5,546,289	\$ (2,110,951)
Total	\$ 74,677,813	77296837	76859266	\$ 79,694,908	\$ (5,017,095)

Beds					
MCDC	520	676	676 (2)	676	(156)
MCHJ	-	70	70	70	(70)
MCRC	160	160	160	160	-
MCIJ	1,014	1,101	977	977	37
MCCF	156	-	- (2)	190	(34)
Total	1,850	2,007	1,883	2,073	(223)

Cost Per Day					
MCDC	138.20	119.4231	119.8083	116.87	21.33
MCHJ	-	104.5938	104.6788	104.59	(104.59)
MCRC	113.56	98.3776	98.64678	96.59	16.97
MCIJ	103.70	98.07461	108.9784	103.79	(0.09)
MCCF	80.37	0	0	79.98	0.39
Total	110.59	105.5168	111.8286	105.33	61.64

(1) This balance was reduced by the direct budget number for MCCF.

Attachment D
Comparison of 1999-01, 2001-03 & Estimated 2003-05 Resource Allocation by County

COUNTY	1999-2001		2001-2003		2003-2005			DIFFERENCE - 2001-03 AND ESTIMATED 2003-05
	LEGISLATIVELY APPROVED BUDGET	PERCENT OF TOTAL	2001-03 GRANT ALLOCATIONS	PERCENT OF TOTAL	ACTUAL CASELOAD	PERCENT OF TOTAL	ESTIMATED ALLOCATION	
Baker	566,543	0.32%	642,641	0.33%	134	0.4%	790,425	147,784
Benton	2,184,461	1.25%	2,184,461	1.12%	415	1.4%	2,766,488	582,027
Clackamas	8,886,239	5.09%	8,886,239	4.56%	1,432	4.7%	9,287,496	401,257
Clatsop	1,385,437	0.79%	1,427,332	0.73%	331	1.1%	2,173,669	746,337
Columbia	1,408,161	0.81%	2,246,197	1.15%	381	1.2%	2,371,276	125,079
Coos	4,083,066	2.34%	4,083,066	2.10%	637	2.1%	4,149,732	66,666
Crook	822,996	0.47%	1,155,998	0.59%	155	0.5%	988,032	(167,966)
Curry	1,010,413	0.58%	1,084,622	0.56%	197	0.6%	1,185,638	101,016
Deschutes	4,782,286	2.74%	6,987,390	3.59%	1,089	3.6%	7,113,827	126,437
Douglas	4,434,497	2.54%	6,773,002	3.48%	1,042	3.4%	6,718,614	(54,388)
Gilliam	75,000	0.04%	75,000	0.04%	17	0.1%	197,606	122,606
Grant	242,174	0.14%	434,876	0.22%	43	0.1%	197,606	(237,270)
Harney	332,038	0.19%	332,038	0.17%	80	0.3%	592,819	260,781
Hood River	634,853	0.36%	702,458	0.36%	124	0.4%	790,425	87,967
Jackson	8,489,791	4.86%	9,080,170	4.66%	1,660	5.4%	10,670,740	1,590,570
Jefferson	833,202	0.48%	847,733	0.44%	187	0.6%	1,185,638	337,905
Josephine	3,815,628	2.18%	4,450,750	2.29%	829	2.7%	5,335,370	884,620
Klamath	4,281,485	2.45%	4,281,485	2.20%	748	2.4%	4,742,551	461,066
Lake	504,257	0.29%	504,257	0.26%	93	0.3%	592,819	88,562
Lane	15,273,742	8.74%	18,592,449	9.55%	2,923	9.6%	18,970,205	377,756
Lincoln	2,927,151	1.68%	2,927,151	1.50%	462	1.5%	2,964,095	36,944
Linn	6,731,215	3.85%	6,731,215	3.46%	1,091	3.6%	7,113,827	382,612
Malheur	1,684,610	0.96%	2,256,777	1.16%	426	1.4%	2,766,488	509,711
Marion	15,268,744	8.74%	17,302,734	8.89%	2,616	8.5%	16,796,536	(506,198)
Morrow	345,129	0.20%	467,438	0.24%	88	0.3%	592,819	125,381
Multnomah	58,197,655	33.31%	61,120,460	31.40%	8,407	27.5%	54,341,734	(6,778,726)
Polk	2,142,346	1.23%	2,283,120	1.17%	409	1.3%	2,568,882	285,762
Sherman	75,000	0.04%	75,000	0.04%	18	0.1%	197,606	122,606
Tillamook	1,148,085	0.66%	1,490,727	0.77%	232	0.8%	1,580,850	90,123
Umatilla	3,093,613	1.77%	3,536,480	1.82%	735	2.4%	4,742,551	1,206,071
Union	1,004,552	0.58%	1,036,415	0.53%	212	0.7%	1,383,244	346,829
Wallowa	142,290	0.08%	142,290	0.07%	29	0.1%	197,606	55,316
Wasco	1,284,372	0.74%	1,284,372	0.66%	236	0.8%	1,580,850	296,478
Washington	12,755,875	7.30%	15,390,730	7.91%	2,517	8.2%	16,203,717	812,987
Wheeler	75,000	0.04%	75,000	0.04%	8	0.0%	-	(75,000)
Yamhill	3,781,847	2.16%	3,781,847	1.94%	604	2.0%	3,952,126	170,279
Statewide Total	174,703,753	100%	194,673,920	100%	30,607	100%	197,606,305	2,932,385

UNITED WE SERVE... A VISION

Dan Noelle, Sheriff (retired), Mike Schrunk, District Attorney, Doug Bigelow, Associate Professor
8 January 2003

Topic:

- Individual treatment plan
- County client and provider contact registry

Background:

Sheriff's *Decision Support System* (DSS) project (Bethany Wurtz) identified a small number of persons with frequent bookings, high service utilization, and costs many times average.

A Sheriff's case study (Kathleen McCullough, Bill Midkiff) identified multi-agency services, but continuing unmet needs. Universal drug abuse; various psychotic disorders; severe somatic disorders; continuously disruptive and uncooperative behavior; repeat offenses; multiple arrests, bookings, days in jail, emergency room visits, hospital bed-days, and community services. Self-care is lacking; self-destructive behavior is predominant. Often respond well to close monitoring, supervision, and structure.

The *Ensuring Equitable Treatment*...project identified disproportional participation of racial/ethnic groups in criminal justice systems.

Various County meetings/groups have identified multiple problems/needs in a relatively small group of persons who participate in multiple service systems.

Front line personnel in multiple agencies are attempting to coordinate services to these individuals, but face problems with agency rules, mandates, cooperation, and lack of shared information about what is, in effect, a joint responsibility.

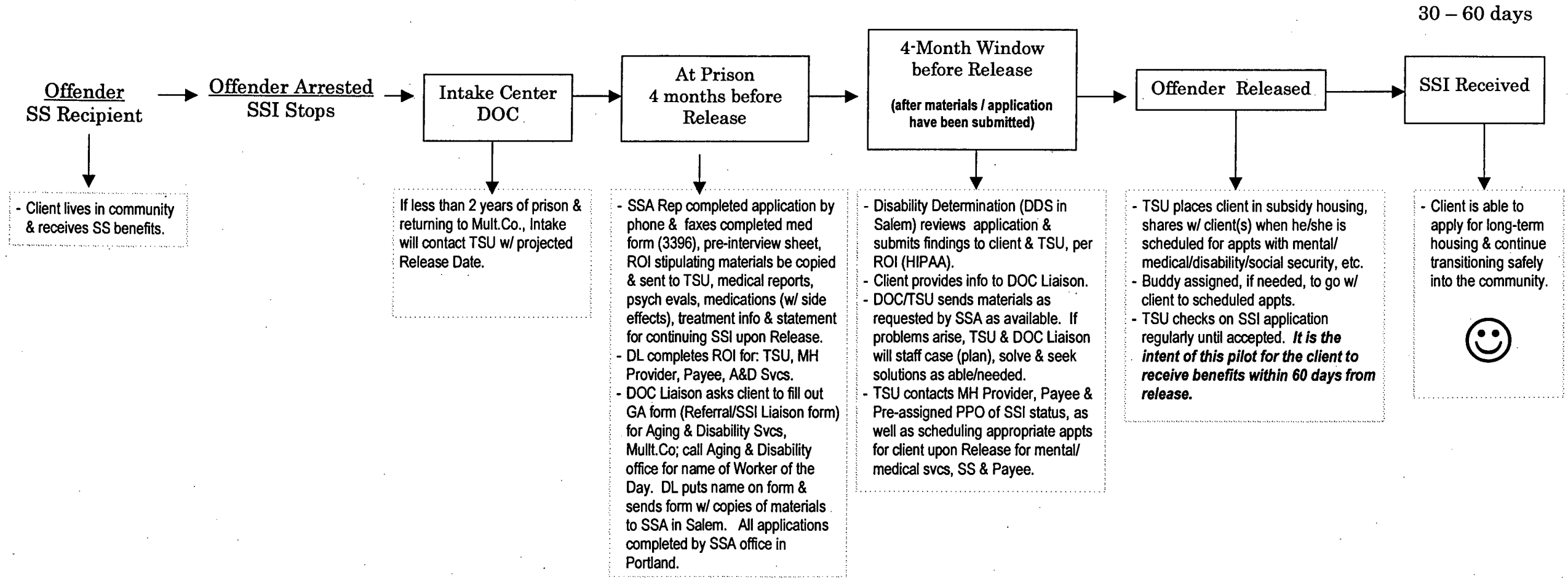
Recommended Responses:

- Adoption of the concept: **the County as provider of services, via various agencies, to County Clients.**
- Close coordination of services to multi-problem/need individuals under **multi-agency, individual service plans** provided under a supportive County mandate, agency policies, priorities, and plans.
- Multi-agency, individual service plans will include **joint** comprehensive assessment and service plan; consistent and coordinated behavioral contingencies; and joint progress monitoring and plan management.
- The County, as provider of service, owns and maintains a **County Client Registry** that enables agency caregivers to contact other agency caregivers for coordinated service delivery and emergency management, and enables County planners to develop utilization and cost data on which to base rational system plans.

DRAFT

Social Security Continuum of Offender From Prison to Community

- ♦ TSU and DOC liaisons will meet quarterly to develop a 12-month+ calendar for offenders being released to Multnomah County who meet the criteria for Social Security benefits (reconnection & initial application). The calendar will identify appropriate offenders at six months before releases so the necessary paperwork can be completed and application materials submitted.
- ♦♦ The Social Security Benefits Re-Connection Pilot Committee meets quarterly to see how the process is going and what changes need to be made.
- ♦♦♦ Steering Committee Meeting monthly for the first year.



DL = DOC Liaison
ROI = Release of Information

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-9

Est. Start Time: 11:00 AM

Date Submitted: 12/30/02

Requested Date: January 9, 2003

Time Requested: 30 minutes

Department: Non-Departmental

Division: Commissioner Lisa Naito

Contact/s: Carol Wessinger

Phone: 503 988-5522

Ext.: 85522

I/O Address: 503/600

Presenters: Commissioner Lisa Naito, Peter Davidson, Dan Noelle, invited others

Agenda Title: Resolution Directing the Multnomah County Mental Health Director to Propose an Information Sharing Policy for Individuals with Mental Illness in the Criminal Justice System

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

1. **What action are you requesting from the Board? What is the department/agency recommendation?** adoption

Please provide sufficient background information for the Board and the public to understand this issue. The Local Public Safety Coordinating Council *Persons with Mental Illness in the Criminal Justice System Working Group*, under the leadership of Commissioner Lisa Naito and Judge Julie Frantz, has been working to bring together the criminal justice and mental health systems to create options to prevent persons from entering the system and to design programs and procedures to more effectively serve the needs of persons with mental illness who do enter the criminal justice system. Two areas in need of coordination amongst several county agencies are dealing with the frequent-user populations that have multiple contacts with the criminal justice system and the ability for agencies providing mental health and related services to be able to share information to assure a seamless service delivery process. This resolution calls for the

Mental Health Director to work with agencies to identify those high level frequent users and propose a procedure to facilitate effective treatment plans around such persons.

NOTE: below is the link to the LPSCC report that outlines the issues and the need for this resolution.

http://www.lpscc.org/docs/mh_wkgrp_rpt_2002.pdf

3. Explain the fiscal impact (current year and ongoing). NA

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
 - ❖ **What budgets are increased/decreased?**
 - ❖ **What do the changes accomplish?**
 - ❖ **Do any personnel actions result from this budget modification? Explain.**
 - ❖ **Is the revenue one-time-only in nature?**
 - ❖ **If a grant, what period does the grant cover?**
 - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues. NA

5. Explain any citizen and/or other government participation that has or will take place. NA

Required Signatures:

Department/Agency Director: *Lisa Naito*

Date: 12-30-02

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

Concept Paper: Multi-Agency Case Management Project from Appendix 1 to the Briefing Note on the Multi-Agency Case Management Project for Multi-Problem, High Cost Individuals
Prepared by Doug Bigelow for Bentson McFarland and Joe Bloom on Friday January 11, 2002

Summary

A small number of people with multiple problems—serious and persistent mental illness, substance abuse, lack of basic resources (protection, housing, food, dental, and health), inability to care for self, inability to maintain constructive social relationships, inability to be productive, frequent emergencies and crises, and extensive involvement with law enforcement, judicial, and correctional systems—consume extraordinary amounts of publicly-funded service with less than satisfactory results for the individual, the people serving them, or the community generally. Many agencies attempt to meet their needs at great cost without much success.

Usual treatment, support, enforcement and correctional approaches are not effective with this target population. Two additional components are needed: (1) an extraordinarily high level of *communication* among service providers, and (2) an extraordinary degree of *structure* in the delivery of services from all the sectors to these individuals.

Front line personnel from all agencies meet together in case conferences to plan ways to meet the person's needs and to manage dysfunctional system responses to the person. This involves understanding the person's basic needs, abilities, behavior patterns, problematic interactions with agencies, and the opportunities for making progress. A clear service plan with consistent rules and consequences is established. Repeat conferences monitor progress and initiate corrective action. The multi-problem client is involved in development, finalization, and updating of the plan in case conference.

The whole process is hosted and overseen by a small agency (three FTE—coordinator, secretary, case manager) that provide the mandate, impetus, continuity, and documentation to make the process work. Involvement, commitment, and contribution of resources by the participating agencies are expressed in an interagency agreement. This agreement also constitutes the basis for applying for financial support for research and demonstration from federal and private sources.

Literature

Multi-problem individuals utilize frequent assessments, abortive treatments, emergency room services, hospitalizations, police contacts, case reviews, prosecutions, and incarcerations which, in some cases, cost more than \$100,000 per year. With pre-intervention costs on this level, there is a potential for substantial cost avoidance due to an effective intervention. A recent review of cases by the Sheriff's Department shows more than 1,000 bookings per year for some individuals.¹ This extraordinary level of public expenditure is very problematic for service systems trying to cope with large caseloads and serious cost pressures.

¹ Sheriff Dan Noelle. (March, 2001). Personal Communication. See also: Sheriff's Department. (as printed, 2/9/01). Report of the Work Group on the Mental Health Needs of Offenders to the Multnomah County Public Safety Council. Portland, Oregon. (<http://www.multnomah.lib.or.us>)

This service system crunch has a history. After de-institutionalization of long-term “chronically mentally ill” patients in the 1960’s “aftercare” medication and socialization clinics proved to be insufficient to reintegrate previously institutionalized persons into the community and give them a reasonable quality of life.² A *Balanced Service System* model was developed to identify and recruit community institutions and resources into the maintenance of community tenure among previously institutionalized patients.³ Sophisticated variations on this “natural supports” approach were developed, such as the clubhouse model.^{4 5 6} Still, many chronically mentally ill persons could not be maintained in the community and were re-admitted⁷ and many others simply cycled through institutions during acute exacerbations without connecting with community services and supports before or after institutionalization.

Then, in the 1970’s, a *Community Support Program* was initiated to help chronically mentally ill people access basic resources (housing, food, revenues), social contact, and support in organizing and managing their lives.⁸ Case Management was a component of this service bundle designed to assess the clients needs, identify the necessary resources, and get the two together at the client’s behest. The community support program was very successful. Nevertheless, many clients were unable to take advantage of this service offering, “fell through the cracks,” or demonstrated a new level of treatment resistance, especially, the newly-emerged “Young Adult Chronics”.⁹

So, the *Program of Assertive Community Treatment*,^{10 11} *Intensive Case Management*, and similar models were introduced in order to go out and serve the clients in situ and overcome the client’s resistance. This intensive, assertive approach was very successful. Nonetheless, many

² Cutler, D. (1979). Volunteer support networks for chronic patients. In Stein, L. (Ed.). *Community support systems for the long term patient*. New Directions for Mental Health Services, 2. San Francisco, CA: Jossey-Bass.

³ Gerhard, R., Dorgan, R. & Miles, D. (1981). *The Balanced Service System: a model of personal and social integration*. Clinton, OK: Responsive Systems Associates, 1981. Miles, D. & Gerhard, R. (1973). *A balanced community-based mental health service system*. Albany: NY: NY State Department of Mental Hygiene. As described by Miles, D. (1983). *The Georgia experience: unifying state and local services around the Balanced Service System model*. In Talbott, J.(Ed.). (1984). *Unified mental health systems: utopia unrealized*. In *New Directions for Mental Health Services*, 18. San Francisco, CA: Jossey-Bass.

⁴ Beard, J., Propst, R. & Malamund, T. (1982). The Fountain House model of rehabilitation. *Psychosocial Rehabilitation Journal*, 5, 47-53.

⁵ Dincin, J. Psychiatric rehabilitation. *Schizophrenia Bulletin*, 1, 131-147.

⁶ Dincin, J. (1995). A pragmatic approach to psychiatric rehabilitation: lessons from Chicago’s Thresholds program. *New Directions for Mental Health Services*, 69. San Francisco, CA: Jossey-Bass.

⁷ Carl Taube & Ron Manderschied in various NIMH publications, e.g., Reddick, R., Wikin, M., Atay, J. & Manderschied, R. (1986). *Specialty mental health organizations, United States, 1983-84*. Rockville, MD: National Institute of Mental Health.

⁸ Turner, J. (1978). Defining a community support system. *Hospital & Community Psychiatry*, 29, 31-32.

⁹ Pepper, B. & Ryglewicz, J. (Eds.). (1982). *The young adult chronic patient*. In Lamb, R. (Ed.). *New Directions for Mental Health Services*, 14. San Francisco, CA: Jossey-Bass.

¹⁰ Test, M. & Stein, L. (1980). Alternative to mental hospital treatment: I. Conceptual model, treatment program, and clinical evaluation. *Archives of General Psychiatry*, 37, 392-397. Stein, L. & Test, M. (Eds.). (1985). *The training in community living model: a decade of experience*. *New Directions for Mental Health Services*, 26. San Francisco, CA: Jossey-Bass.

¹¹ Allness, D. & Knoedler, W. (1998). *The PACT model of community-based treatment for persons with severe and persistent mental illnesses: a manual for PACT start-up*. Arlington, VA: The National Alliance for the Mentally Ill.

persons, especially those with "Dual Diagnoses,"¹² emerged who were even more difficult to serve. Advances were made in programs for dual diagnoses, principally among young adult chronically mentally ill patients with little institutional history.

However, yet another challenge emerged: seriously mentally ill persons with little or no mental health service history who were homeless because of their mental illnesses and because of socio-economic conditions fostering homelessness.¹³ Following immediately upon that challenge was a growing number of seriously and persistently mentally ill persons who were homeless, substance abusing, and involved with law enforcement, judicial and correctional systems.¹⁴ Previously, persons who behaved bizarrely, who seemed unable to look after their own needs, or who seemed to present a risk to themselves or others were institutionalized and treated (on a voluntarily, uncontested, or committed basis). With a decline in the availability of institutions, and the coincident emergence of resistance to treatment and incarceration on grounds of civil rights, a greater burden was placed on the assessment of competence and risk, monitoring risk, provision of substitutive judgment, and protective intervention.¹⁵

A number of landmark papers were written describing the challenges, frustrations, and dilemmas faced at this point, and challenging the vision of community life for chronically mentally ill people upon which non-intrusive community programming had been based. Minkoff¹⁶ acknowledged and even celebrated the inconvenient independence of chronically mentally ill persons now free of the constraints of institutionalization. Lamb¹⁷ wrote that our ambitions for rehabilitation should not defeat our commitment to comfort and dignity in the lives of deinstitutionalized chronically mentally ill persons. Lamb had already identified the critical contribution of "structure" (beyond intensive services and support) to community tenure of clients who were difficult to manage in open settings.¹⁸ Between Minkoff and Lamb, a clear challenge to mental health services was identified: our services could not control the lives of chronically mentally ill persons for their own good, as we saw it. If we wanted to do so, we would have to create the capacity to provide and impose structure for chronically mentally ill persons who cannot be retained in community settings without it. Failure of the mental health system to overcome these challenges helped to create persons with multiple problems who became seriously involved with law enforcement, judicial, and correctional systems. Jails and prisons became the principal location/residence of a segment of the chronically mentally ill population now known as "mentally ill offenders".

¹² Minkoff, K. & Drake, R. (Eds.) (1991). Dual diagnosis of major mental illness and substance abuse. *New Directions for Mental Health Services*, 50. San Francisco, CA: Jossey-Bass.

¹³ Bassuk, E. (Ed.) (1986). The mental health needs of homeless persons. *New Directions for Mental Health Services*, 30. San Francisco, CA: Jossey-Bass.

¹⁴ Steadman, H.

¹⁵ Crystal, S. & Dejowski, E. (1987). Substitutive judgment and protective intervention. In Mechanic, D. (Ed.). *Improving mental health services: what the social sciences can tell us*. In Lamb, R. (Ed.). *New Directions for Mental Health Services*, 36. San Francisco, CA: Jossey-Bass.

¹⁶ Minkoff, K. (1987). Beyond deinstitutionalization: a new ideology for the postinstitutional era. *Hospital & Community Psychiatry*, 38, 945-950.

¹⁷ Lamb, R. (1981). What did we really expect from deinstitutionalization? *Hospital & Community Psychiatry*, 32, 105-109.

¹⁸ Lamb, R. (1980). Structure: the neglected ingredient of community treatment. *Archives of General Psychiatry*, 37, 1224-1228.

Many jail diversion, services integration, and other programs were devised in response to this challenge. The premise was that the target population consists of mentally ill persons who are misclassified as "offenders" and misplaced in jails and prisons. This view is enthusiastically shared by the law enforcement, judicial, and correctional service systems which do not enjoy the additional burden of mentally ill persons. These diversion efforts have faced overwhelming shortages of affordable housing and mental health services to which clients could be diverted. However, there were significant successes. For example, the LINK program in Rochester, N.Y., uses a very comprehensive, integrated, intensive, and costly approach to serving this population. LINK staff not only provided the needed intensive service and support, they follow their clients into jails and prisons (as well as hospitals) and lead them back out into the community again. One of the active ingredients of the successful LINK program is an unusually adequate case rate dating back to capitation initiative when funds, personnel, and patients were being transferred from large institutions to the community.¹⁹

While intensity of services and support (and, therefore, case rate) are widely recognized requirements for improving effectiveness with this target population, the role of "structure" is not so clearly understood and acknowledged. The "difficult" in this difficult-to-serve target population is vigorous non-adherence to prescribed medication, activity, and living arrangements. The barrier to obtaining better adherence includes traditional mental health non-assertiveness, traditional mental health failure to understand and manage security, and vigorous opposition from those who would protect civil rights, even when the consequences mean subsequent criminalization and incarceration.

Consequently, a small, very difficult-to-serve, very costly-to-manage, multi-problem group remains (in addition to the much larger number of similar, but less costly mentally ill offenders). While both the larger and smaller groups of multi-problem persons are of concern, the smaller, costly group is of sufficient budgetary concern to motivate an extraordinary societal response. A variety of perspectives and approaches to this group have been tried.

From the beginning of deinstitutionalization of the chronically mentally ill, some significant proportion of these persons has been considered "difficult," whether because of the challenge they present or the inability of service providers to meet that challenge.²⁰ There have been studies of the characteristics of such persons which make them difficult to place, treat, and retain.²¹ Studies of barriers to effective placement of such persons currently lodged in jails are underway.^{22 23} Studies of community outpatient commitment have been completed, reviewed, and made into recommendations.²⁴ Studies of the efficacy of close monitoring and supervision,

¹⁹ Babigian, H. & Marshall, P. (1989). Rochester: a comprehensive capitation experiment. In Mechanic, D. & Aiken, L. Paying for services: promises and pitfalls for capitation. *New Directions for Mental Health Services*, 43. San Francisco, CA: Jossey-Bass. 43-54.

²⁰ Bachrach, L., Talbott, J. & Meyerson, A. (1987). The chronic psychiatric patient as a 'difficult' patient: a conceptual analysis. In Meyerson, A. (Ed.). *Barriers to treating the chronic mentally ill*. *New Directions for Mental Health Services*, 33. San Francisco, CA: Jossey-Bass.

²¹ Bigelow, D., Cutler, D., et al.

²² Frye, J. Washington Cty.

²³ Cutler, D., Bigelow, D., et al.

²⁴ Lamb, R. & Weinberger, L. (2000). Commentary: a major advance in the laws pertaining to community treatment for persons with severe mental illness. *Journal of the American Academy of Psychiatry and Law*, 28, 149-153.

particularly under the Psychiatric Security Review Board, have been done.²⁵ Drug Courts, as a means of gaining compliance with (and, therefore, effectiveness of) substance abuse treatment, are currently being studied.²⁶ Mental Health Courts, as a means of combining law and psychiatry (therapeutic jurisprudence) to gain increased adherence, have been described and are being tested.²⁷

Another successful response to this challenging small group of multi-problem, high-utilizing group was the "Multi-Service Network" in Vancouver, British Columbia.²⁸ The program does not rely solely on the independent assertiveness of an individual case manager, nor upon a mandate from a legal institution. Instead, the program operated under an administrative mandate to which all provincial ministry (i.e., department) heads were signatory and a high level steering committee that set goals and policy. In addition to the principle of administrative mandate, the two basic operating principles were inter-agency communication and structure.

Front line personnel from all affected agencies met together in case conference to plan ways to meet the person's needs. This involved understanding the person's basic needs, abilities, behavior patterns, problematic interactions with agencies, and the opportunities for making progress. The case conferences worked on strategies to manage dysfunctional responses from the person and from the agencies. They also provided encouragement for staff. Repeat conferences monitored progress and initiated corrective action. The multi-problem person was involved in development, finalization, and updating of the plan in case conference.

The whole process was hosted and overseen by a small agency (three FTE—coordinator, secretary, case manager) that provided the mandate, impetus, continuity, and documentation to make the process work. It worked very much like a Mental Health Court, but used a small agency based on administrative agreements, instead of a judicial setting, procedure, and legal framework.

Total measured costs were reduced. Cost of care was increased for welfare and housing, but decreased for institutional care. Agency staff felt more effective. Symptomatic, functional and satisfaction benefits to the multi-problem person were not measured, but a review of a few cases indicated increased stability of mental condition, increased tenure in residential placement, and increased productive activity.

Conclusions

The history of deinstitutionalization has evolved through medication management, community integration, logistical and material support, sophisticated rehabilitation, and assertive case

²⁵ Bloom, J., & Williams, M. (1994). *Management and treatment of insanity acquittees*. Washington, DC: American Psychiatric Press.

²⁶ McFarland, B. (2000). Drug courts and Medicaid managed behavioral health care. NIDA.

²⁷ Goldkamp, J. & Irons-Guynn, C. (April, 2000). Emerging judicial strategies for the mentally ill in the criminal caseload: mental health courts in Fort Lauderdale, Seattle, San Bernardino, and Anchorage. NCJ 182504. Washington, DC: Bureau of Justice Assistance. (www.ojp.usdoj.gov/BJA)

²⁸ Buckley, R. & Bigelow, D. (1992). The multi-service network: reaching the unserved multi-problem individual. *Community Mental Health Journal*, 28, 43-50.

management as we attempt to provide community tenure and a decent quality of life for chronically mentally ill people. The current challenge is to provide the multi-problem, difficult-to-serve person with the "structure" needed to gain enough adherence to pharmaceutical, activity, and living arrangements to enable them to enjoy a decent quality of life outside jails and prisons. While legal institutions such as Community Commitment and Mental Health or Drug Courts provide structure, coordinated multi-agency case management offers similar advantages without engaging the civil and criminal legal systems to the same extent.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Directing the Multnomah County Mental Health Director to Propose an Information Sharing Policy for Individuals with Mental Illness in the Criminal Justice System

The Multnomah County Board of Commissioners Finds:

- a. The Local Public Safety Coordinating Council (LPSCC) committee, *Persons with Mental Illness in the Criminal Justice System Work Group*, Co-Chaired by Commissioner Lisa Naito and Judge Julie Frantz, has worked to coordinate the mental health and criminal justice systems to create a service delivery continuum for persons with mental illness within the criminal justice system, including alternatives to incarceration for low-level and non-violent offenders. The goal is to increase successful transition back to the community with access to a full range of community based supports, such as mental health, drug and alcohol treatment and stable housing.
- b. Under the leadership of Sheriff Dan Noelle, and with data from the Decision Support System, the *Frequently Booked Pilot Project* provided the county with the ability to identify the most frequently booked inmates over the last five years. Through this research it was determined that many of the frequently booked population are also involved in other publicly funded systems or treatment plans and that each part of the system is often unaware of the other system's involvement. This frequent user population is costly to the county and other publicly funded systems. There are often multiple contacts with police, jails, community supervision and agencies that provide health, mental health, alcohol and drug treatment.
- c. Through the leadership of District Attorney Mike Schrunk, LPSCC also participated in the *Ensuring Equitable Treatment Project*, which identified a disproportional participation of racial and ethnic groups in the frequent user population.
- d. On May 15, 2002, LPSCC released a report with recommendations to improve coordination and information sharing between various service delivery systems. A day-long conference was convened to bring personnel from the criminal justice and mental health systems together to gain knowledge of collaborative efforts in other jurisdictions.
- e. The Department of County Human Services, under the leadership of Dr. Peter Davidson, has made considerable improvements in coordination with the jails and community justice to successful transition persons with mental illness back to the community. The Department has increased access to outreach services, including "no appointment necessary" walk-in clinics and mobile crisis response units. Access to transitional housing has improved through the use of emergency housing vouchers for those leaving jail. Community Courts also serves some mentally ill misdemeanants through their Mental Health Program.

The Multnomah County Board of Commissioners Resolves:

1. Successful community transition for mentally ill offenders can be increased by coordinating resources within county departments and other publicly-funded agencies. More effective coordinated service delivery is needed, including individual service planning for persons with mental illness involving all levels of the criminal justice continuum and related health and human services. It is both cost effective and responsible to identify the frequent user population, determine what other agencies are also serving that population, and coordinate treatment plans. In order for agencies to effectively collaborate, a process must be created to efficiently and sensitively share relevant treatment data and information. Sharing information is necessary for data based policy development and program planning as well as decreasing systems costs and increasing individual success.
2. The County Mental Health Director is directed to convene a series of meetings with existing criminal justice working groups, the County Health Department, and the LPSCC Director to propose an information sharing procedure that protects individual confidentiality while enhancing coordination of service delivery throughout the criminal justice system.
3. The County Mental Health Director will report back to the Board by the summer of 2003.

ADOPTED this 9th day of January, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Scott Asphaug, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-009

Directing the Multnomah County Mental Health Director to Propose an Information Sharing Policy for Individuals with Mental Illness in the Criminal Justice System

The Multnomah County Board of Commissioners Finds:

- a. The Local Public Safety Coordinating Council (LPSCC) committee, *Persons with Mental Illness in the Criminal Justice System Work Group*, Co-Chaired by Commissioner Lisa Naito and Judge Julie Frantz, has worked to coordinate the mental health and criminal justice systems to create a service delivery continuum for persons with mental illness within the criminal justice system, including alternatives to incarceration for low-level and non-violent offenders. The goal is to increase successful transition back to the community with access to a full range of community based supports, such as mental health, drug and alcohol treatment and stable housing.
- b. Under the leadership of Sheriff Dan Noelle, and with data from the Decision Support System, the *Frequently Booked Pilot Project* provided the county with the ability to identify the most frequently booked inmates over the last five years. Through this research it was determined that many of the frequently booked population are also involved in other publicly funded systems or treatment plans and that each part of the system is often unaware of the other system's involvement. This frequent user population is costly to the county and other publicly funded systems. There are often multiple contacts with police, jails, community supervision and agencies that provide health, mental health, alcohol and drug treatment.
- c. Through the leadership of District Attorney Mike Schrunk, LPSCC also participated in the *Ensuring Equitable Treatment Project*, which identified a disproportional participation of racial and ethnic groups in the frequent user population.
- d. On May 15, 2002, LPSCC released a report with recommendations to improve coordination and information sharing between various service delivery systems. A day-long conference was convened to bring personnel from the criminal justice and mental health systems together to gain knowledge of collaborative efforts in other jurisdictions.
- e. The Department of County Human Services, under the leadership of Dr. Peter Davidson, has made considerable improvements in coordination with the jails and community justice to successful transition persons with mental illness back to the community. The Department has increased access to outreach services, including "no appointment necessary" walk-in clinics and mobile crisis response units. Access to transitional housing has improved through the use of emergency housing vouchers for those leaving jail. Community Courts also serves some mentally ill misdemeanants through their Mental Health Program.

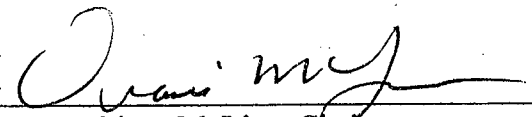
The Multnomah County Board of Commissioners Resolves:

1. Successful community transition for mentally ill offenders can be increased by coordinating resources within county departments and other publicly-funded agencies. More effective coordinated service delivery is needed, including individual service planning for persons with mental illness involving all levels of the criminal justice continuum and related health and human services. It is both cost effective and responsible to identify the frequent user population, determine what other agencies are also serving that population, and coordinate treatment plans. In order for agencies to effectively collaborate, a process must be created to efficiently and sensitively share relevant treatment data and information. Sharing information is necessary for data based policy development and program planning as well as decreasing systems costs and increasing individual success.
2. The County Mental Health Director is directed to convene a series of meetings with existing criminal justice working groups, the County Health Department, and the LPSCC Director to propose an information sharing procedure that protects individual confidentiality while enhancing coordination of service delivery throughout the criminal justice system.
3. The County Mental Health Director will report back to the Board by the summer of 2003.

ADOPTED this 9th day of January, 2003.

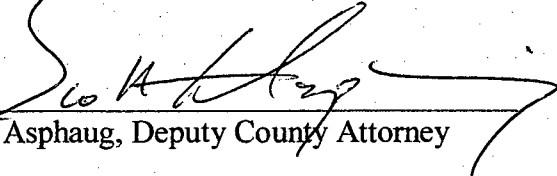


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Scott Asphaug, Deputy County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: January 9, 2003

Agenda Item #: R-10

Est. Start Time: 11:30 AM

Date Submitted: 12/30/02

Requested Date: January 9, 2003

Time Requested: 45 mins.

Department: Non-Departmental

Division: Public Affairs Office

Contact/s: Barb Disciascio/Gina Mattioda/Stephanie Soden

Phone: 503 988-6800

Ext.: 86800

I/O Address: 503/600

Presenters: Gina Mattioda and Stephanie Soden

Agenda Title: Public Affairs Office Discussion of Ballot Measure 28 and other State Budget Issues, and Board Consideration of a RESOLUTION in Support of Ballot Measure 28

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Adoption of resolution supporting Ballot Measure 28, the proposed temporary income tax surcharge.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Discussion and resolution are being presented by the Public Affairs Office at the request of Chair Linn and the Board of County Commissioners.

- 3. Explain the fiscal impact (current year and ongoing).**

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:

Date:

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BOGSTAD Deborah L

From: SODEN Stephanie A
Sent: Wednesday, January 08, 2003 4:39 PM
To: BELL Iris D; BOGSTAD Deborah L; FARRELL Delma D; TURNER Kathy G; MATTIODA Gina M; DISCIASCIO Barbara A; SODEN Stephanie A
Subject: FW: Materials on Measure 28

FYI –

This is the email that was sent to the Board to review the Measure 28 resolution for tomorrow's board briefing. Tom Sponsler received this and we also worked with Scott Asphaug throughout the process. To date, the attorneys have ok'd the language.

Deb-

In the future, we will make every attempt to include you in these emails. We apologize for the oversight and any inconvenience we may have caused.

Thanks-
 Stephanie

-----Original Message-----

From: SODEN Stephanie A
Sent: Monday, January 06, 2003 4:42 PM
To: LINN Diane M; ROJO DE STEFFEY Maria; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J
Cc: TURNER Kathy G; MATTIODA Gina M; SPONSLE Thomas; MARTIN Lyne R; ROMERO Shelli D; CARROLL Mary P; TRUMMER Ivo M; COMITO Charlotte A; NAITO Terri W; SCHRAEDER Heather M; MARTIN Chuck T; WALKER Gary R; SODEN Stephanie A; DISCIASCIO Barbara A
Subject: Materials on Measure 28

Per your request, the PAO has created two documents in preparation for Thursday's Board discussion on Measure 28. One is a Board Resolution to support ballot measure 28 and the other is a draft letter from the Board to the Gov. elect and Legislature outlining the county's concerns about Measure 28.

It would be greatly appreciated if you could review them and send your feedback to Gina and me by the **end of the day on Wednesday, Jan. 8.**

Please don't hesitate to contact either of us if you have any questions or concerns.
 Thank you-

Stephanie Soden
 Multnomah County Public Affairs Office
 501 SE Hawthorne Blvd., Ste. 600
 Portland, OR 97214
 503-988-6045
 503-988-6801 fax
 503-921-4617 pager
 stephanie.a.soden@co.multnomah.or.us

1/9/2003

DRAFT

January 9, 2003

Dear Governor-elect Kulongoski and members of the Oregon Legislative Assembly:

Like many Oregonians throughout the state, the Multnomah County Board of Commissioners is deeply concerned about the impacts to government services if Ballot Measure 28 is not approved by the voters on January 28. The implementation of \$310 million in statewide program reductions will have a significant impact on the safety net services the State of Oregon, Multnomah County and other communities throughout Oregon provide for our most vulnerable residents.

County budget analysts estimate that the Multnomah County region will bear the severity of impacts to county programs that are mandated and funded by the state. As policy makers and stewards of the taxpayers' dollar at the local level, we understand the difficult position the State of Oregon is in with this past year's constant decline in revenues. For the second year in a row, Multnomah County has rebalanced its budget midway through the year, resulting in a most recent reduction of \$16 million on December 19, 2002.

Despite the less than bright economic future ahead of us, the Multnomah County Board of Commissioners requests that you consider new revenue options before implementing the \$310 million in state agency budget reductions. Just as the state has weathered its share of budget reductions throughout the five special sessions in 2002, Multnomah County has also weathered its share. For example,

- The \$8.1 million reduction in funds to support programs that address mental health and alcohol and drug treatment for families with young children (who qualified for the Oregon Children's Plan) meant that an estimated 500 families in Multnomah County were left untreated.
- Restructuring of Oregon Project Independence translated into a loss of \$1.1 million to Multnomah County's services that assist elderly residents in remaining independent at home. An estimated 800 seniors were negatively impacted by this action.
- The loss of \$1 million in community corrections grants for counties impacted Multnomah County by an estimated \$500,000. Efforts to supervise offenders under parole or probation and incarcerate local offenders were significantly hindered by this action.

As a partner in the delivery of human services, assurance of public safety and supporter of community development, the potential impacts of Measure 28 are devastating to both the State of Oregon and Multnomah County. For example, in Multnomah County:

- Over 3,000 seniors who receive critical care assistance at home – considered in the social service arena as eligibility levels 4-17 – will be at risk of losing services.
- Over 2,500 people living in poverty, but not poor enough to qualify for Medicaid, will be at risk of losing community mental health treatment and medication services.

DRAFT

The last year and a half has been extremely difficult for us all, but in particular, to those Oregonians who rely on the safety net for their livelihood. Further reductions in these essential government services cannot be sustained without devastating and irreversible consequences. The Multnomah County Board of Commissioners requests that you please consider the state's system of care partners when considering next steps after the January General Election.

Sincerely,

Diane M. Linn
Chair of the Board

Maria Rojo de Steffey
Commissioner, District 1

Serena Cruz
Commissioner, District 2

Lisa Naito
Commissioner, District 3

Lonnie Roberts
Commissioner, District 4

Cc: Multnomah County Auditor Suzanne Flynn
Multnomah County District Attorney Mike Schrunk
Multnomah County Sheriff Bernie Giusto
Public Affairs Office

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Supporting Ballot Measure 28

The Multnomah County Board of Commissioners Finds:

- a. Vital services for Oregonians are most important in times of a poor economy and we have created a system of care upon which some Oregonians depend.
- b. Local governments are major providers of these services for the State of Oregon, including services in public safety, human services, and support for community development.
- c. Oregon's county governments are the Mental Health Authorities and Public Health Authorities for their communities as defined in Oregon statute and provide the entry points – through county jails – for the entire state's corrections systems.
- d. Oregon's poor economy and outdated tax system have resulted in sharp declines in revenue for all public services and inadequate resources for these same services after recent legislative action.
- e. The Oregon Legislature has already made drastic and across-the-board-cuts in state spending, totaling over \$500 million.
- f. The Oregon Legislature has identified \$310 million in additional cuts to state spending should Ballot Measure 28 not pass, plus a significant corresponding loss of the ability to leverage federal funds.
- g. It is assumed that the newly elected Oregon Legislature and Governor will follow through with the current resource allocations as outlined in Oregon Law, or similar reductions should Ballot Measure 28 not pass.
- h. Cuts resulting from failure of Ballot Measure 28 could leave Oregonians more vulnerable to communicable disease, and with inadequate systems to intervene in cases of substance abuse, mental illness, and crime.

- i. Cuts resulting from failure of Ballot Measure 28 could eliminate many prevention and treatment services resulting in less effective and more costly responses to disease, addictions, and mental illness through such inappropriate settings as hospital emergency rooms and jails.
- j. While passage of Ballot Measure 28 would increase the tax burden on Oregon families by approximately \$9.50 per month, this increase is necessary to provide Oregonians with critically needed services.
- k. Multnomah County Board of Commissioners supports the opinion that keeping vital services intact is essential in helping our economy recover.

The Multnomah County Board of Commissioners Resolves:

The Multnomah County Board of Commissioners does hereby support passage of Ballot Measure 28, a proposed temporary income tax surcharge, in order to keep vital public services functioning, including services in public safety, human services, and support for community development.

ADOPTED this 9th day of January, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-010

Supporting Ballot Measure 28

The Multnomah County Board of Commissioners Finds:

- a. Vital services for Oregonians are most important in times of a poor economy and we have created a system of care upon which some Oregonians depend.
- b. Local governments are major providers of these services for the State of Oregon, including services in public safety, human services, and support for community development.
- c. Oregon's county governments are the Mental Health Authorities and Public Health Authorities for their communities as defined in Oregon statute and provide the entry points – through county jails – for the entire state's corrections systems.
- d. Oregon's poor economy and outdated tax system have resulted in sharp declines in revenue for all public services and inadequate resources for these same services after recent legislative action.
- e. The Oregon Legislature has already made drastic and across-the-board-cuts in state spending, totaling over \$500 million.
- f. The Oregon Legislature has identified \$310 million in additional cuts to state spending should Ballot Measure 28 not pass, plus a significant corresponding loss of the ability to leverage federal funds.
- g. It is assumed that the newly elected Oregon Legislature and Governor will follow through with the current resource allocations as outlined in Oregon Law, or similar reductions should Ballot Measure 28 not pass.
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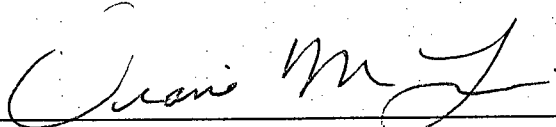
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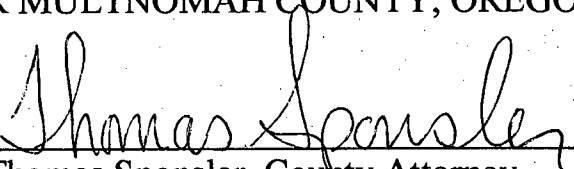


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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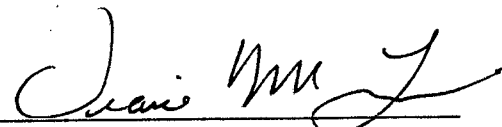
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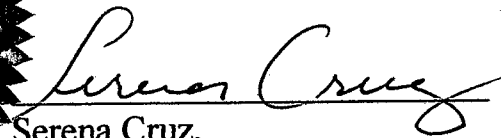
**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



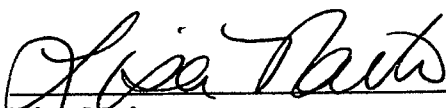
Diane M. Linn, County Chair



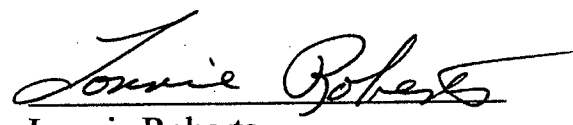
Maria Rojo de Steffey,
Commissioner Dist 1



Serena Cruz,
Commissioner Dist 2



Lisa Naito,
Commissioner Dist 3



Lonnie Roberts,
Commissioner District 4