

ANNOTATED MINUTES

*Tuesday, August 30, 1994 - 9:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Discussion Regarding County Response to State's Request for Proposals to Provide Mental Health Services Under the Oregon Health Plan, Wherein the County Would Provide Capitated Mental Health Services to a Percent of the State's Medicaid Eligible Clients (CareOregon Enrollees) Included in a 25% Demonstration Project. Presented by Lorenzo Poe, Elleen Deck, Rex Surface and David Dangerfield.*

LOLENZO POE, DAVID DANGERFIELD AND ELLEEN DECK PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 Work Session to Review and Discuss the Draft Tax Title Ordinance and Recommend Revisions Prior to Adoption of Final Ordinance. Presented by Betsy Williams.*

BETSY WILLIAMS AND JANICE DRUIAN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. RICH PAYNE, CECILE PITTS, KATHY TUNEBERG AND WAYNE GEORGE RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD CONSENSUS ON COMMISSIONER SALTZMAN'S PROPOSED AMENDMENT. FIRST READING OF PROPOSED ORDINANCE WITH EMERGENCY CLAUSE SCHEDULED FOR THURSDAY, SEPTEMBER 8, 1994; SECOND READING SCHEDULED FOR THURSDAY, SEPTEMBER 22, 1994.

- B-3 METRO Construction Excise Tax Proposal. Presented by Andy Cotugno.*

TO BE RESCHEDULED.

*Thursday, September 1, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Tanya

Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER KELLEY, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-8) WAS
UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-1 *ORDER in the Matter of the Execution of Deed D951027 Upon Complete Performance of a Contract to Cleo E. Davis, Jr.*

ORDER 94-156.

COMMUNITY AND FAMILY SERVICES DIVISION

C-2 *Ratification of Amendment No. 1 to Intergovernmental Agreement 100725 Between Multnomah County and Oregon Health Sciences University, Addictions Treatment and Training Clinic, Adding Gambling Addiction Treatment Services, for the Period July 1, 1994 through June 30, 1995*

C-3 *Ratification of Intergovernmental Agreement Contract 102995 Between the Regional Drug Initiative and Multnomah County, Providing Staff Assistance for Continued Participation in Multi-Agency Effort to Combat Drug Abuse in Multnomah County, for the Period July 1, 1994 through December 31, 1994*

C-4 *Ratification of Intergovernmental Agreement Contract 103275 Between Portland Public Schools and Multnomah County, Providing Early Intervention and Early Childhood Special Education Services for Eligible Clients of the Developmental Disabilities Program, for the Period July 1, 1994 through June 30, 1995*

DEPARTMENT OF HEALTH

C-5 *Ratification of Intergovernmental Agreement Contract 200535 Between Multnomah Education Service District and Multnomah County, Providing Immunization and Tuberculosis Liaison Services for Schools, for the Period Upon Execution through June 30, 1995*

C-6 *Ratification of Intergovernmental Agreement Contract 200585 Between Multnomah County and Clackamas County, Providing HIV Case Management Services for Persons with Disabling HIV Disease, for the Period Upon Execution through June 30, 1995*

C-7 *Ratification of Intergovernmental Agreement Contract 200595 Between*

Portland Public Schools and Multnomah County, Providing Early Intervention Services to Preschool Children with Disabilities from Birth to Age of Eligibility for Entry into Kindergarten, for the Period July 1, 1994 through June 30, 1995

- C-8 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200714 Between Oregon Health Sciences University and Multnomah County, for the Provision of Rape Evidentiary Examinations for Individuals Over the Age of Fourteen Years on an Emergency Basis, for the Period Upon Execution through August 31, 1995*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *Presentation of the Government Finance Officers Association of the United States and Canada Certificate of Achievement for Excellence in Financial Reporting to Jean Uzelac, Accounting Manager for Multnomah County, Oregon*

KATHY TRI EXPLANATION AND PRESENTATION OF AWARD. JEAN UZELAC COMMENTS IN APPRECIATION AND STAFF ACKNOWLEDGEMENT. BOARD ACKNOWLEDGEMENT.

- R-2 *Ratification of Intergovernmental Agreement Contract 500135 Between Metro and Multnomah County, Providing Multnomah County's Share of Voluntary Regional Planning Service Fees for Fiscal Year 1994-95*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. DAVE BOYER EXPLANATION AND RESPONSE TO BOARD QUESTION. AGREEMENT UNANIMOUSLY APPROVED.

- R-3 *ORDER in the Matter of the Appeal of Charla Dinnocenzo from the Hearings Officers' Order Revoking Appellant's Adult Care Home License*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. COMMISSIONERS HANSEN AND KELLEY EXPLAINED THAT ALTHOUGH THEY VOTED AGAINST REVOCATION, THIS ORDER ACCURATELY REFLECTS THE BOARD'S JULY 28, 1994 DECISION AND THEY WILL THEREFORE SUPPORT APPROVAL OF THE FINAL ORDER. BARBARA STARR AND ALBERT CLARK TESTIMONY IN SUPPORT OF MS.

DINNOCENZO. ORDER 94-157 UNANIMOUSLY APPROVED. LAURENCE KRESSEL REPORTED MS. DINNOCENZO HAS FILED A COURT APPEAL AND THERE IS A POSSIBILITY MS. STARR MAY BE ALLOWED TO REMAIN IN THE DINNOCENZO HOME WHILE THE CASE IS PENDING.

R-4 RESOLUTION in the Matter of Identifying the Acceptable Standard of Local Preparedness, and Investigate and Recommend the Optimal Organizational Structure to Provide Emergency Management Planning within Multnomah County

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. COMMISSIONER COLLIER EXPLANATION. COMMISSIONER HANSEN COMMENTS IN SUPPORT. COMMISSIONER COLLIER RESPONSE TO CONCERNS OF COMMISSIONER KELLEY REGARDING INCLUSION OF PENNY MALMQUIST. MS. MALMQUIST RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD COMMENTS. COMMISSIONER KELLEY MOTION TO ADD MS. MALMQUIST TO COMMITTEE LIST FAILED FOR LACK OF A SECOND. RESOLUTION 94-158 APPROVED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

R-5 RESOLUTION in the Matter of Creating an Advisory Committee on Design and Construction of the Midland Library

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. COMMISSIONER COLLIER EXPLANATION. COMMISSIONER HANSEN SUGGESTED COMMITTEE MEMBERS HAVE DESIGN AND CONSTRUCTION EXPERIENCE IN ADDITION TO OTHER SKILLS. RESOLUTION 94-159 UNANIMOUSLY APPROVED.

R-6 RESOLUTION in the Matter of Including Certain Design Elements in the Reconstruction of the Central Library

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. COMMISSIONER SALTZMAN EXPLANATION. COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, TO SET R-6 OVER TO SEPTEMBER 22, 1994 IN ORDER TO OBTAIN

CLARIFICATION ON ISSUES TO BE DISCUSSED AT BRIEFING SCHEDULED FOR SEPTEMBER 13. BOARD COMMENTS AND DISCUSSION. DAVE BOYER AND MIKE HARRINGTON RESPONSE TO QUESTIONS OF COMMISSIONER SALTZMAN. BOARD COMMENTS AND DISCUSSION. IT WAS UNANIMOUSLY APPROVED THAT R-6 BE SET OVER TO THURSDAY, SEPTEMBER 22, 1994.

SHERIFF'S OFFICE

- R-7 *First Reading of a Proposed ORDINANCE Amending the Multnomah County Code, Chapter 7.51, by Making Governmental Entities Subject to Alarm System Permit Fees and Fines and by Adding a Procedure to Disconnect Alarm Systems When They Constitute a Public Nuisance*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. MARY ANN INGLESBY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, SEPTEMBER 8, 1994.

DEPARTMENT OF HEALTH

- R-8 *Ratification of Intergovernmental Agreement Contract 200575 Between Multnomah County and Columbia County, Providing HIV Case Management Services for Persons with Disabling HIV Disease, for the Period Upon Execution through June 30, 1995*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. DWAYNE PRATHER EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-9 *Ratification of Intergovernmental Agreement 200555 Between the State of Oregon, Adult and Family Services Division and Multnomah County, Providing Limited License to Access Confidential Client Records as Necessary to Determine the Eligibility of Applicants Wishing to Participate in the Oregon Health Plan*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. MR. PRATHER RESPONSE TO BOARD

**QUESTION. AGREEMENT UNANIMOUSLY
APPROVED.**

COMMUNITY AND FAMILY SERVICES DIVISION

R-10 *Request for Approval of a Notice of Intent to Apply for a Three Year, \$1,300,000 Supportive Housing Program Grant from the U.S. Department of Housing and Urban Development, to Expand the Opportunities for Permanent Supportive Housing for Persons with Developmental Disabilities Who Would Otherwise Be Homeless*

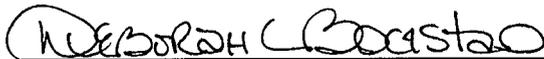
**COMMISSIONER KELLEY MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL OF
R-10. DENNIS ADAMS EXPLANATION AND RESPONSE
TO BOARD QUESTIONS. NOTICE OF INTENT
UNANIMOUSLY APPROVED.**

PUBLIC COMMENT

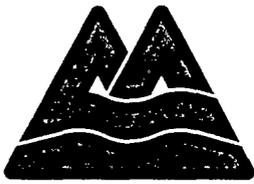
R-11 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 10:40 a.m.

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



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 29, 1994 - SEPTEMBER 2, 1994

Tuesday, August 30, 1994 - 9:00 AM - Board Briefings Page 2

Thursday, September 1, 1994 - 9:30 AM - Regular Meeting Page 2

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

- Thursday, 6:00 PM, Channel 30*
- Friday, 10:00 PM, Channel 30*
- Saturday, 12:30 PM, Channel 30*
- Sunday, 1:00 PM, Channel 30*

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

Tuesday, August 30, 1994 - 9:00 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Discussion Regarding County Response to State's Request for Proposals to Provide Mental Health Services Under the Oregon Health Plan, Wherein the County Would Provide Capitated Mental Health Services to a Percent of the State's Medicaid Eligible Clients (CareOregon Enrollees) Included in a 25% Demonstration Project. Presented by Lorenzo Poe, Elleen Deck, Rex Surface and David Dangerfield. 9:00 AM TIME CERTAIN, 45 MINUTES REQUESTED.*
- B-2 Work Session to Review and Discuss the Draft Tax Title Ordinance and Recommend Revisions Prior to Adoption of Final Ordinance. Presented by Betsy Williams. 9:45 AM TIME CERTAIN, 1 HOUR, 45 MINUTES REQUESTED.*
- B-3 METRO Construction Excise Tax Proposal. Presented by Andy Cotugno. 11:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.*
-

Thursday, September 1, 1994 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER in the Matter of the Execution of Deed D951027 Upon Complete Performance of a Contract to Cleo E. Davis, Jr.*

COMMUNITY AND FAMILY SERVICES DIVISION

- C-2 Ratification of Amendment No. 1 to Intergovernmental Agreement 100725 Between Multnomah County and Oregon Health Sciences University, Addictions Treatment and Training Clinic, Adding Gambling Addiction Treatment Services, for the Period July 1, 1994 through June 30, 1995*
- C-3 Ratification of Intergovernmental Agreement Contract 102995 Between the Regional Drug Initiative and Multnomah County, Providing Staff Assistance*

for Continued Participation in Multi-Agency Effort to Combat Drug Abuse in Multnomah County, for the Period July 1, 1994 through December 31, 1994

- C-4 *Ratification of Intergovernmental Agreement Contract 103275 Between Portland Public Schools and Multnomah County, Providing Early Intervention and Early Childhood Special Education Services for Eligible Clients of the Developmental Disabilities Program, for the Period July 1, 1994 through June 30, 1995*

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NON-DEPARTMENTAL

- R-1 *Presentation of the Government Finance Officers Association of the United States and Canada Certificate of Achievement for Excellence in Financial Reporting to Jean Uzelac, Accounting Manager for Multnomah County, Oregon*
- R-2 *Ratification of Intergovernmental Agreement Contract 500135 Between Metro and Multnomah County, Providing Multnomah County's Share of Voluntary Regional Planning Service Fees for Fiscal Year 1994-95*
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- R-5 *RESOLUTION in the Matter of Creating an Advisory Committee on Design and Construction of the Midland Library*
- R-6 *RESOLUTION in the Matter of Including Certain Design Elements in the Reconstruction of the Central Library*

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COMMUNITY AND FAMILY SERVICES DIVISION

- R-10 *Request for Approval of a Notice of Intent to Apply for a Three Year, \$1,300,000 Supportive Housing Program Grant from the U.S. Department of Housing and Urban Development, to Expand the Opportunities for Permanent Supportive Housing for Persons with Developmental Disabilities Who Would Otherwise Be Homeless*

PUBLIC COMMENT

- R-11 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

MEETING DATE: SEP 01 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of deed to contract purchaser for completion of Contract #15682. (Property originally purchased at public auction.)

Deed D951027 and Board Orders attached.

9/1/94 original to BEV/TAX TITLE

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG 23 PM 3:07

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. [Signature]* *Betsy Williams*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D951027 Upon Complete Performance of) ORDER
a Contract to) 94-156
CLEO E. DAVIS, JR)

It appearing that heretofore on July 21, 1992, Multnomah County entered into a contract with CLEO E. DAVIS, JR for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

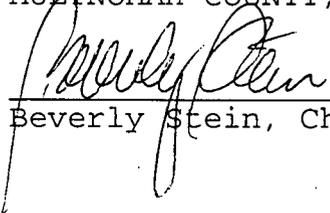
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

ALBINA
LOT 24, BLOCK 8

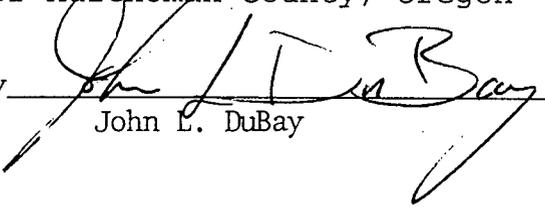
Dated at Portland, Oregon this 1st day of September, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

DEED D951027

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CLEO E. DAVIS, JR, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

ALBINA
LOT 24, BLOCK 8

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

807 NE BEECH ST
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of September, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.

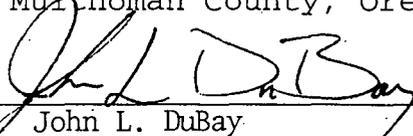


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By 
John L. DuBay

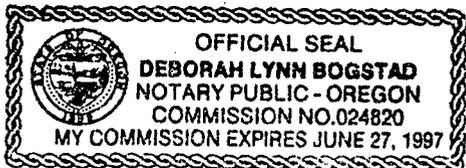
By 
K. A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 1st day of September, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad

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

MEETING DATE: SEP 01 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 with OHSU-Addictions Treatment & Training Clinic

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

INFORMATION ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of amendment #1 to an agreement between the Multnomah County Community and Family Services Division's Alcohol and Drug Program Office and Oregon Health Sciences University's Addictions Treatment and Training Clinic for the period July 1, 1994 through June 30, 1995. Amendment #1 adds Gambling Addiction Treatment Services and \$126,000 in State funds to the agreement.

9/1/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 0516C/63

6/93

1994 AUG 23 PM 3:04
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director
Children and Families Services Division *SP/RE*

DATE: August 17, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 with OHSU-Addictions Treatment & Training Clinic

I. Action Requested:

Approval of Amendment #1 with OHSU-Addictions Treatment & Training Clinic, formerly Alcohol Treatment and Training Center.

II. Background/Analysis:

The Community and Family Services Division is processing an amendment with OHSU-Addictions Treatment and Training Clinic adding Gambling Addiction Treatment Services, \$126,000 in State funds and related Program Outcomes. The funding was recently approved by the State Legislative Emergency Board for FY 94/95.

III. Financial Impact:

Amendment #1 adds \$126,000 in State funds to provide the services. Funding was included in the 94/95 budget although exact figures were not known at the time. Final figures were recently received but for a lesser amount than originally anticipated. The amounts being contracted have been adjusted accordingly.

IV. Legal Issues:

Due to court action regarding the use of Video Poker funds to provide gambling addiction treatment services future funding may be in question.

V. Controversial Issues:

Court action has been brought by persons who question Video Poker revenue funding gambling addiction treatment services.

VI. Link to Current County Policies:

This agreement provides needed mental health related services for eligible residents of Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

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

Contract # 100725
Amendment # 1

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>9/1/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: August 12, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Amendment #1 adds AD 49 (Gambling Addiction Treatment) services and changes program outcomes to reflect language used in the County budget.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>OHSU-ALCOHOL TREATMENT & TRAINING CTR</u></p> <p>Mailing Address: <u>621 SW ALDER, SUITE 520</u> <u>PORTLAND OR 97204</u></p> <p>Phone: <u>494-4745</u></p> <p>Employer ID# or SS#: <u>93-6001786W</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____ REQUIREMENTS</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>126,000</u></p> <p>Total Amount of Agreement: \$ <u>126,000+REQ.</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>ALLOTMENT</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:
Department Manager: [Signature] Date: 8/19/94

Purchasing Director: _____ Date: _____

County Counsel: _____ Date: _____

County Chair/Sheriff: _____ Date: 8/22/94

Contract Administration: [Signature] Date: September 1, 1994
(Class I, Class II Contracts Only)

VENDOR CODE								VENDOR NAME				TOTAL AMOUNT: \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND		
01.	156												

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contracts Administration, Initiator, Finance

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
 Contract Number 100725, Amendment #1

TERM OF CONTRACT: From July 1, 1994 To: June 30, 1995
 CONTRACTOR NAME: OHSU-ADDICTIONS TREATMENT & TRAINING TELEPHONE: 494-4745
 CONTRACTOR ADDRESS: 621 SW ALDER, SUITE 520 IRS NUMBER: 93-6001786W
 Portland, Oregon 97204 TITLE XIX ID: 002923

This amendment is to that certain contract dated July 1, 1994, between the Multnomah County Community and Family Services Division, referred to as the "COUNTY" and OHSU-Addictions Treatment and Training Clinic, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: SERVICES THROUGH COUNTY BILLING

MONTHLY INVOICE/FEE FOR SERVICE

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
Alcohol Div. AD67/77	Req. up to 12 hrs/ Level I	0	Req's up to 12 hrs/ Level I	Per Sched. A	Req's	0	Req's
AD68/78	Req. up to 40 hrs/ Level II	0	Req's up to 40 hrs/ Level II	Per Sched. B	Req's	0	Req's
Alcohol Div. Hearing Imp. Non English Speaking AD67/77	Req's up to 12 hrs/ Level I	0	Req's up to 12 hrs/ Level I	Per Sched. A	Req's	0	Req's
AD68/AD78	Req's up to 40 hrs/ Level II	0	Req's up to 40 hrs/ Level II	Per Sched. B	Req's	0	Req's
Coupon/Voucher Outpatient Services AD65/69	PER SCHEDULE C (no change)						

MONTHLY ALLOTMENT

Gambling Addiction Treatment/ AD49	0	n/a	n/a	\$10,500 per month	0	\$126,000	\$126,000
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II. SERVICES THROUGH STATE BILLING

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
Alcohol Outpat/AD64	n/a	0	n/a	n/a	\$ 8,780	0	\$ 8,780
Drug Free Outpat/AD65	n/a	0	n/a	n/a	35,120	0	35,120
							\$43,900

PART III: AMENDMENT NARRATIVE

Amendment #1 adds Gambling Addiction Treatment (AD49) services and \$126,000 in State funds to operate the program through FY 94/95. OHSU-ATTC will serve up to 43 clients with co-existing gambling and alcohol and other drug addiction. Program outcomes are added for Gambling Addiction Treatment.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Outcome	Program	% Goal
Clients without subsequent offense during the year following treatment.	Diversion	75%
Number and percent of clients entering treatment who complete treatment plans and achieve abstinence or control of behavior.	Gambling Addiction Treatment	To Be Determined
Number and percent of clients completing gambling addiction treatment who have improved Living Stability at time of discharge.	Gambling Addiction Treatment	50%

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

CONTRACTOR: OHSU-Addictions Treatment and Training Clinic

BY *Lolene Poe* / *RC* *8/19/94*
 Community and Family Services Date
 Division Director

BY _____
 Agency Executive Director Date

BY *Beverly Stein* *9/1/94*
 Beverly Stein Date
 Multnomah County Chair

BY _____
 Agency Board Chair Date

REVIEWED:
 LAURENCE KRESSEL, County Counsel for
 Multnomah County, Oregon

BY *[Signature]* *8/22/94*
 Date

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 9/1/94
DEB BOGSTAD
 BOARD CLERK

MEETING DATE: SEP 01 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement With Regional Drug Initiative

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

INFORMATION ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of a revenue agreement between the Multnomah County Community and Family Services Division's Alcohol and Drug Program Office and the Regional Drug Initiative effective July 1, 1994 through December 31, 1994. The agreement attached provides \$209,901 in Federal funds to participate in this multi-agency effort to combat drug abuse in Multnomah County.

9/1/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe / RS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPD0C) 0516C/63

6/93
MULTNOMAH COUNTY
OREGON
1994 AUG 23 PM 3:09
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director
Children and Families Services Division *LP/RC*

DATE: July 26, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of an Agreement with Regional Drug Initiative (RDI)

I. Action Requested:

Approval of an Intergovernmental Revenue Agreement with the Regional Drug Initiative (RDI).

II. Background/Analysis:

The contract attached renews an agreement in which the Regional Drug Initiative (RDI) and Multnomah County Children and Families Services Division's Alcohol and Drug Program office agree to participate in this multi-agency effort by working together to implement programs to combat drug abuse in Multnomah County. The RDI will pass \$209,901 in federal funding from the Office of Substance Abuse and Prevention to Multnomah County to operate the program.

III. Financial Impact:

This is a five year federal Community Partnership grant from the Office of Substance Abuse and Prevention (OSAP) which is subject to renewal every six (6) months. It is anticipated the grant award will be renewed again after the December 31, 1994 expiration of this agreement. The award amount for this six (6) month period is \$209,901.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for its' citizens. Alcohol and drug services are one part of the mental health service system.

VII. Citizen Participation:

The Regional Drug Initiative Task Force is comprised of a cross section of persons from the public and private sector.

VIII. Other Government Participation:

The Portland Public School District, Multnomah County School Districts, City of Gresham Police Department, City of Portland Police Department, Multnomah County Sheriffs Office, the City of Portland and Clackamas County are all participants in and supporters of the goals of this agreement.

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

Contract # 102995

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>9/1/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: JULY 26, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Renewal of an annual agreement for Revenue from RDI to provide staff for the joint Alcohol and Drug services in Multnomah County for the first half of FY 94/95.

RFP/BID #: N/A Revenue IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>REGIONAL DRUG INITIATIVE</u></p> <p>Mailing Address: <u>522 SW 5TH, SUITE 1310</u> <u>PORTLAND OR 97204</u></p> <p>Phone: <u>294-7074 (FAX 294-7044)</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>DECEMBER 31, 1994</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>209,901</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES: Department Manager: [Signature] Date: 8/4/94

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: 8/15/94

County Chair/Sheriff: _____ Date: _____

Contract Administration: [Signature], County Chair Date: September 1, 1994
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	156	010							REVENUE-	209,901	

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contracts Administration, Initiator, Finance

AGREEMENT

An agreement between the Regional Drug Initiative ("RDI") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative.

RECITALS:

1. The Regional Drug Initiative, a legal entity formed by intergovernmental Agreement, pursuant to ORS 190.010(5), (RDI) seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in Multnomah County.
2. The County (Contractor) seeks to enter into an agreement with RDI to delineate the means by which the County will be reimbursed for personnel and motor pool costs for RDI staff.
3. The period of the contract is from July 1, 1994 through December 31, 1994.

AGREED:

I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by RDI for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of July 1, 1994 through December 31, 1994, shall not exceed \$209,901. Personnel costs shall be for the following positions:

Program Administrator	1.00 FTE
Program Development Specialist	1.00 FTE
Community Liaisons (4)	4.00 FTE
Senior Office Assistant	1.00 FTE
Program Development Specialist	.50 FTE

Office Assistant II
Program Development Technician

.50 FTE
1.00 FTE

Estimated motor pool costs are \$1,200.

III. Project Manager

The RDI Project Manager shall be Carol Stone or such other person as shall be designated in writing by the Mayor.

The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other RDI actions referred herein.

IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, RDI shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of RDI, become the property of RDI and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to RDI for damage sustained by RDI by virtue of any breach of the Agreement by the Contractor, and RDI may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due RDI from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** RDI and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by RDI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract by this Agreement less payments of compensation previously made.

- C. REMEDIES.** In the event of termination under Section A hereof by RDI due to a breach by the Contractor, then RDI may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to RDI the amount of excess.

The remedies provided to RDI under Section A and C hereof for a breach by the Contractor shall not be exclusive. RDI also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Agreement by RDI, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section B hereof.

- D. CHANGES.** RDI may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the RDI Task Force.

- E. MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to RDI. RDI or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

- F. AUDIT OF PAYMENTS.** RDI, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period established by Section E above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to RDI.

- G. INDEMNIFICATION.** The Contractor shall hold harmless, defend, and indemnify RDI and RDI's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Agreement. Contractor's indemnification obligation is subject to, and within the limits of, the Oregon Tort Claims Act, ORS 30.260 through 30.300.

- H. LIABILITY INSURANCE.** The Contractor shall maintain public liability and property damage insurance that protects the Contractor and RDI actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured RDI and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to RDI Project Manager. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

The Contractor shall maintain on file with RDI a certificate of insurance certifying the coverage required under this section. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by RDI.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. WORKER'S COMPENSATION INSURANCE.** The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide RDI such further certification of worker's compensation insurance as renewals of said insurance occur.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

J. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of RDI. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding RDI approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and RDI shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of RDI.

K. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of RDI and are not eligible for any benefits through RDI, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

L. REPORTING REQUIREMENTS. No RDI officer or employee, during his or her tenure of for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.

No RDI officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

N. CONTRACT ADMINISTRATION. The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provision of OMB Circular A-87, Cost Principles for State and Local Governments.

- O. OREGON LAW AND FORUM.** This Agreement shall be construed according to the law of the State of Oregon.

Any litigation between RDI and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- P. AVAILABILITY OF FUNDS.** It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by RDI solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the city, RDI reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under section D hereof.

- Q. COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 1994 and ending December 31, 1994.

Dated this _____ day of _____, 1994.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

REGIONAL DRUG INITIATIVE:

MULTNOMAH COUNTY, OREGON:

By _____
Vera Katz Date
RDI Chair

By Norma Jaeger 7/27/94
Norma Jaeger Date
Program Manager

By _____
John Trachtenberg Date
RDI Vice Chair

By Lorenzo T. Poe, Jr. 8/4/94
Lorenzo T. Poe, Jr. Date
Division Director
Children and Families Services Division

By Bev Stein 9/1/94
Bev Stein Date
Multnomah County Chair

REVIEWED:

Laurence Kressel, County
Counsel for Multnomah County, Oregon

By John L. DuBay 8/15/94
John L. DuBay Date

MEETING DATE: SEP 01 1994

AGENDA NO: C-4

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement With Portland Public Schools

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

INFORMATION ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of a revenue agreement between the Multnomah County Community and Family Services Division's Developmental Disabilities Program office and Portland Public Schools effective July 1, 1994 through June 30, 1995. The \$109,006 in revenue will provide Early Intervention and Early Childhood Special Education services for eligible children in Multnomah County via the Developmental Disabilities Program.

9/1/94 ORIGINALS TO CAROLYN DE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDCC) 0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG 23 PM 3:06



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director
Children and Families Services Division *LP/RE*

DATE: August 11, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of an Agreement with Portland Public Schools

I. Action Requested:

Approval of an Intergovernmental Revenue Agreement with Portland Public Schools.

II. Background/Analysis:

The contract attached renews an agreement which provides \$109,006 in revenue for Multnomah County Developmental Disabilities Program for the period July 1, 1994 through June 30, 1995. The document was prepared by the school district and received by the DD program office in August 1994. The County DD Program, in coordination with Portland Public Schools, provides Early Intervention and Early Childhood Special Education services for eligible children in Multnomah County.

III. Financial Impact:

The Portland Public School district will provide \$109,006 to pay for the services.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides needed mental health services for eligible children in Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

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

Contract # 103275

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>9/1/94</u></p> <p align="center"><u>DEB BOGSTAD</u></p> <p align="center">BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: AUGUST 11, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Renewal of an annual agreement for Revenue from Portland Public Schools for DD Early Intervention Services in Multnomah County for FY 94/95.

RFP/BID #: N/A Revenue IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>PORTLAND PUBLIC SCHOOLS/EIECSEP</u></p> <p>Mailing Address: <u>531 SE 14TH AVENUE</u> <u>PORTLAND OR 97214</u></p> <p>Phone: <u>503-280-5840 (FAX 280-6468)</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>109,006</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Lorenz Poe / RE* Date: 8/19/94

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]* Date: 21 Aug 94

County Chair/Sheriff: *[Signature]* Date: September 1, 1994

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	156	010							REVENUE-	109,006	

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contracts Administration, Initiator, Finance



Service Area VI Administrative Office
Early Intervention
Early Childhood Special Education Program
531 SE 14th Ave. Portland, Oregon 97214
Phone 280-5840 or Fax 280-6468



Serving:
Clackamas
Hood River
Multnomah
& Wasco Counties

Contract # 103275

AGREEMENT

Portland Public Schools (Contractor) serving as the regional contractor under an agreement with the Oregon Department of Education dated June 30, 1994 retains Multnomah County Developmental Disabilities Program (Agency) under the following terms and conditions:

1. Services.

Agency shall act as the designated referral agency for Multnomah County as defined in ORS 343.035 and applicable Oregon Administrative Rules which by this reference is incorporated.

Agency shall provide these services in compliance with applicable federal and state regulations pertaining to EI/ECSE including the Individuals with Disabilities Act (IDEA), ORS 343.465 to 343.534, applicable Oregon Administrative Rules and related rules adopted by the State Board of Education, and Contractor policies and regulations.

Agency shall establish an efficient and thorough system to process children referred because they are suspected of being eligible for Early Intervention or Early Childhood Special Education (fixed point of referral).

Agency shall provide the services required herein beginning July 1, 1994, and continuing through June 30, 1995. This contract will not be amended after the expiration date.

2. Contact Person.

Agency shall appoint a primary contact person to serve as the liaison with the Contractor. The contact person will be fully knowledgeable regarding all aspects of the Agency performance hereunder, have full access thereto, and be authorized to make day-to-day decisions regarding the agreement.

3. Mobilization.

Agency shall employ sufficient staff with appropriate experience, expertise, certification, licensing or classification; office space; meeting space; office supplies; equipment; and transportation to efficiently fulfill the requirements of this agreement.

4. **Reporting.**

Agency shall provide reports as requested by the Contractor, including those hereafter described, documenting that the services required hereunder are available and provided throughout the agreement year in strict compliance with state and federal law and that the Agency has complied with the requirements of this agreement.

Agency shall submit the following documentation to the Contractor at the times specified:

- (a) Documents required on or before October 14, 1994:
 - A comprehensive line item budget for all expenditures hereunder.
 - Mobilization Report
 - Service Area Plan Information
- (b) Documents required on or before November 15, 1994:
 - First Quarter Expenditure Report (July 1- September 30)
- (c) Documents required on or before January 1, 1995:
 - December 1, 1994 IDEA census for both Part B and Part H, or Chapter 1, as required and other reports required by IDEA.
- (d) Documents required on or before February 15, 1995:
 - Second Quarter Expenditure Report (October 1 - December 31)
- (e) Documents required on or before May 15, 1995:
 - Third Quarter Expenditure Report (January 1 - March 30)
- (f) Documents required on or before July 31, 1995:
 - Fourth Quarter Expenditure Report (April 1 - June 30)
 - Final Expenditure Report

Contractor may additionally require Agency to provide information and other reports as reasonably requested for the purpose of developing the annual agreement and biennial legislative budget.

5. **EI/ECSE Service Area Plan.**

Agency shall provide information needed by Contractor for development of an annual service area plan which Contractor must submit by November 1, 1994, to the Oregon

Department of Education. For the plan, Agency will provide to Contractor on or before October 14, 1994:

- (a) Written assurances that it is providing services to eligible EI/ECSE children in Agency in compliance with applicable state and federal regulations including IDEA, ORS 343.365 to 343.534, and related Oregon Administrative Rules.
- (b) A written description of the organizational structure for service delivery in Agency.
- (c) A written description of the services provided by Agency.
- (d) A written description of any contractor approved subcontracts or interagency agreements.
- (e) EI/ECSE Inservices held from July 1 to present and planned inservice dates for the current school year.

6. **Regional Coordination.**

Agency shall participate in scheduled regional meetings with Contractor, Agencies and agency subcontractors. The purpose of these meetings will be to exchange information, problem solve, and network.

Agency shall participate in and support the activities of the Local Advisory Council.

7. **Equipment.**

"Equipment" means nonconsumable items purchased hereunder at a cost of \$500 or more. Agency must obtain prior Contractor approval for the purchase of equipment. The Agency shall maintain an inventory of capital equipment purchased with agreement funds. This equipment is considered the property of the State of Oregon.

8. **Subcontracts.**

Agency may subcontract for student services required hereunder.

All subcontractors and subcontracts for services hereunder must be first approved by the Contractor prior to the execution of the subcontract.

Before a subcontractor can be identified, the Contractor with Agency assistance will seek the advice and assistance of the EI/ECSE Local Advisory Council and consider the Council's recommendations. The procedures for seeking the Local Advisory Council's input are those prescribed by the Oregon Department of Education.

The form of agreement used by Agency to obtain subcontract services hereunder shall incorporate the provisions of this agreement and require the subcontractor to do those

things necessary to accomplish the tasks prescribed herein as well as comply faithfully with the requirements hereof. Subcontractor's services shall comply with all applicable requirements for EI/ECSE services including, but not limited to, student service delivery, reporting, fiscal accountability, budgeting, approval of expenditures for direct and indirect services and expenses, and program evaluation.

No contractual relationship shall exist between Contractor and any Agency subcontractor. For the purposes of administration of this agreement, Agency subcontractors shall be deemed Agency employees and Agency shall have total responsibility to Contractor for Agency subcontractor's means to achieve work product and the work product.

9. Payment for Services.

The Oregon Department of Education by agreement with the Contractor has assured Contractor that sufficient State funds are available to finance the cost of this agreement within its current budget. The Oregon Department of Education and Contractor do not assure Agency and its subcontractors that federal funding necessary for these services will continue to be available.

This funding includes the following:

<u>Estimated Number of Children</u>	<u>Type of Service</u>	<u>Amount</u>
850	Early Intervention/Early Childhood Special Education	\$109,006

Funds must be expended according to the budget provided for at part 4, "Reporting." Agency may transfer within the Early Intervention budget or the Early Childhood Special Education budget; however, the total transfers may not vary any one of the line items more than 10 percent from its original amount without prior written approval by the contractor.

If transfers do vary one of the line items more 10 percent without prior written Contractor approval, Agency shall pay that dollar amount to Contractor from Agency moneys or Contractor will withhold a similar amount from moneys due and owing Agency for services rendered.

Agency shall provide the services, reports and all other things required hereunder within the total agreement price specified above. The total agreement price is the maximum compensation and any costs incurred beyond that shall be borne by the Agency. No costs incurred prior to the effective date or after the expiration date of this agreement, shall be assigned as costs under this agreement unless specifically approved by the Oregon Department of Education. This agreement will not be amended after June 30 of the agreement year. Any funds not expended by June 30, 1995, for the 1994-95 contract year must be refunded to the Contractor for return to the Department of Education.

For the 1994-95 contract year, payments will be made as follows:

- (a) Contractor will pay to Agency 8 percent of the total contract amount upon signing the contract, and 8% each month thereafter until the 12th payment; the final 4% payment will be based on actual expenditures to date not to exceed total amount in contract.
- (b) By July 31, 1995, Agency and Contractor shall make a financial adjustment according to Agency's actual eligible expenditures hereunder for this agreement.
- (c) By August 1, 1995, final amount based on actual expenditure through June 30, 1995, not to exceed contract total.

Each of the foregoing payments and the final adjustment shall be subject to adjustment based on later determination by the State or Federal Government regarding eligibility of expenditures or contractual compliance.

10. **Program Capacity.**

This agreement presumes the Agency will service the number of children specified in part 9, "Payment for Service." If the number of children served exceeds the estimated number of children, Agency may submit a written request and payment for services will be renegotiated.

11. **Eligible Costs.**

Agency direct costs of performance of this agreement, which are properly documented, are eligible costs under the agreement. The typical direct costs are: (a) Compensation of employees for time devoted to and identified specifically to the performance of the agreement; (b) Costs of materials identified as acquired, consumed or expended specifically for the purpose of the agreement; (c) Equipment and other approved capital outlays authorized as specified in Part 7; (d) Similar eligible costs of subcontractors; (e) Travel expenses specifically incurred in the performance of the agreement. Mileage shall be paid at Agency's standard employee mileage reimbursement rate.

Agency indirect costs of performance of this agreement are eligible costs under the agreement. These costs may be claimed for reimbursement at the rate approved by the Contractor based upon the information reported on Form 3118 or 8 percent whichever is lesser. Indirect costs may only be charged to direct costs and may not include the purchase of consumable and nonconsumable items, subcontracts, fines and penalties, debt service or contingencies.

12. **Program Monitoring/Evaluation.**

Agency will be evaluated by Contractor using procedures prescribed by the Oregon Department of Education. The evaluation results are reported to the Oregon Department of Education.

Agency will assist Contractor in fulfilling Contractor's obligation to the Oregon Department of Education to monitor and evaluate Agency and the performance of Agency subcontractors hereunder including, but not limited to, the progress and records of children served by the Agency to assure:

- (a) That all enrolled children meet eligibility requirements for the services for which they are enrolled.
- (b) That the number of enrolled children is at least 90 percent of the estimated number of children reflected in this agreement. (See part 10, "Program Capacity.")
- (c) That the services provided and the records maintained documenting those services meet all federal and state requirements for the programs.

13. **Due Process / Mediation / Costs.**

In those cases where mediation or due process hearings are requested to resolve disputes regarding an eligible child, the Oregon Department of Education has accepted responsibility for the attorney fees and similar costs related to those procedures. This subsection does not impair the indemnity obligation set forth in part 14, "General."

14. **General.**

Audits. The Agency shall facilitate the Oregon Department of Education's and Contractor's on-site or other audits of financial, statistical and program relating to financial, student records, and programs relating to Agency and its subcontractor's performance under this agreement.

Liability/Indemnification. Agency shall defend, save and hold harmless the State of Oregon, the Oregon Department of Education, and the Portland Public Schools, their officers and employees, from all claims, lawsuits or actions of whatsoever nature resulting from or arising out of the activities of the Agency its agents, employees and subcontractor under this agreement.

Limitation on Use of Funds. Funds received by the Agency and its subcontractors hereunder shall not supplant resources otherwise available in the County for services but shall be used to establish services in addition to those provided through the other resources.

Termination. This agreement may be terminated by either party, upon 7 days written notice and delivered by certified mail or in person. Prior to the actual termination of services provided for under this agreement, the parties shall plan a system for continuation of services to eligible children.

Contract # _____

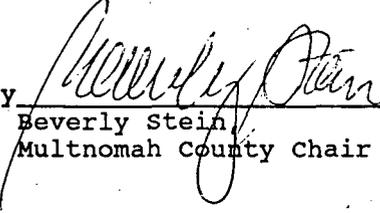
MULTNOMAH COUNTY
Community and Family Services Division
421 SW 5th, 2nd Floor
Portland, Oregon 97204

PORTLAND PUBLIC SCHOOLS

By  8-15-94
Dennis Adams, Director Date
Developmental Disabilities Program

By _____
Title _____
Date _____

By Lorenzo Poe / PC 8/17/94
Lorenzo T. Poe, Jr., Director Date
Community and Family Services Division

By  9/1/94
Beverly Stein Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Assistant County Counsel
Date 21 Aug 94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 9/1/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 01 1994
AGENDA DATE: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with the Multnomah Education Service District

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____
REGULAR MEETING Date Requested: _____
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____
CONTACT: Fronk TELEPHONE#: x4274
BLDG/ROOM#: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED

() INFORMATIONAL ONLY () POLICY DIRECTION (x) APPROVAL () OTHER

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

Ratification of a renewal of an agreement with the Multnomah Education SD for the 1994/95 school year. The Multnomah Education SD will assist the County in orienting and training temporary County staff regarding the school district review process and secondary review activities related to immunizations and tuberculosis. County will pay contractor for the services.

9/1/94 ORIGINALS TO HERMAN BRAME

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Billi Degeard / [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654.doc

1994 AUG 23 PM 3:06
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard *Billi/O*

REQUESTED PLACEMENT DATE: *8/11/94*

DATE: July 14, 1994

SUBJECT: Ratification of intergovernmental agreement with Multnomah Education Service District

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with the Multnomah Education Service District from the date of execution through and including June 30, 1995.
- II. Background/Analysis: This is a renewal of an agreement with the contractor. The Oregon State Health Division requires that the County provide Immunization and TB Liaison Services for schools during the 1994-95 fiscal year. The Multnomah Education Service District will assist the County in orienting and training temporary County staff regarding school district primary review process and secondary review activities related to immunizations and tuberculosis.
- III. Financial Impact: County will pay contractor a maximum of \$7,520.00.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental units in matters of public health.
- VII. Citizens Participation: None.

VIII. Other Government Participation: None.

7466k



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 200535
Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>9/1/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department HEALTH Division _____ Date _____
 Contract Originator Brame Phone x2670 Bldg/Room 160/8
 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7
 Description of Contract Provide Immunization and TB Liaison Services.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Multnomah Education Service District
 Mailing Address 11611 N.E. Ainsworth Circle
Portland, Oregon 97220-9017
 Phone 255-1841
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date June 30, 1995
 Original Contract Amount \$ 7,520.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ 30 days upon receipt of invoice Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager Bill Degeard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 8-1-94
 Date _____
 Date 21 Aug 94
 Date September 1, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0472 6050			6110	0300	MSD / Immuniz.	\$7,520.00		
02.			6110								
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of July, 1994, between the MULTNOMAH EDUCATION SERVICE DISTRICT ("MESD") and MULTNOMAH COUNTY, OREGON ("COUNTY"):

WITNESSETH

The parties, in consideration of the promises of the other, agree as follows relating to Immunization and TB Liaison Services during the 1994-95 fiscal year.

SECTION I MESD agrees to:

A. Provide assistance to the COUNTY in orienting and training temporary COUNTY staff regarding school district primary review process and secondary review activities.

B. Provide input regarding development and coordination of computer printouts and exclusion materials/activities among schools, County, and MESD.

C. Provide consultation to the COUNTY on recommended changes in rules and regulations by the Oregon Health Division.

D. Provide assistance in compiling data regarding school/facility compliance as required by the Oregon Health Division.

E. Evaluate computer programs to process Multnomah County immunization and tuberculosis exclusion letters.

F. Print from computer data base all exclusion orders and other necessary documents for Multnomah County public school students who are in non-compliance with state or county immunization or tuberculosis rules or statutes.

G. Provide consultation and assistance to COUNTY staff responding to inquiries from parents, school/facility personnel, and community health care providers relating to exclusion process.

SECTION II COUNTY agrees to:

A. Pay to MESD a maximum \$7,520.00 for the performance of services for 22 days during January, February and March, 1995, as follows:

1. \$5,770 for services in SECTION I.
2. \$1,350 in printing and data processing personnel costs.
3. Maximum of \$400 for reimbursement of mailing costs.

B. Pay said sum to MESD within 30 days of receipt of invoice.

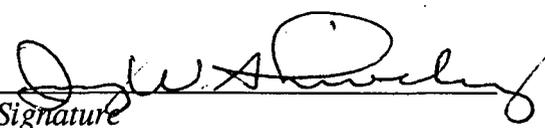
SECTION III MESD and DISTRICT agree:

A. The term of this agreement shall be from the above date through and including June 30, 1995.

B. The attached **STANDARD PROVISIONS** are incorporated herein by reference and made a part of this Agreement.

C. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement.

MULTNOMAH EDUCATION SERVICE DISTRICT

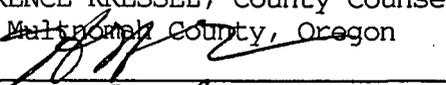

 Signature
Deputy Superintendent
 Title

Date: 7 July 1994

MULTNOMAH COUNTY, OREGON


 Signature Beverly Stein
County Chair
 Title

Date: September 1, 1994

REVIEWED:
 LAURENCE KRESSEL, County Counsel
 for ~~Multnomah~~ County, Oregon
 By 
 Date 22 Apr 94

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-5 DATE 9/1/94
DEB BOGSTAD
 BOARD CLERK

STANDARD PROVISIONS

1. MESD shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. COUNTY affirms that it will not discriminate in any way against any employee or applicant for employment and will not limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise affect the individual's status as an employee because of such individual's race, color, religion, sex, national origin, marital status, age or disability.

3. COUNTY shall defend, hold harmless and indemnify MESD, its directors, officers, employees, and agents from all claims, demands, suits, actions, expenses and attorney fees (including appellate attorney fees) brought against any of them resulting from or arising out of the acts or omissions of COUNTY or its officers, employees, agents or subcontractors, under this Agreement. Nothing in this paragraph shall be deemed to increase the liability of any party beyond that specified as the limit of liability for a public body, its officers, employees or agents under the Oregon Tort Claims Act.

4. This Agreement may be terminated by mutual agreement, or by either party upon 30 days written notice. No such termination shall prejudice any right or obligation of either party already accrued prior to the effective date of termination.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. COUNTY agrees to comply with all laws and rules applicable to this Agreement. In the event of any litigation between MESD and COUNTY arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon.

6. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

MEETING DATE: SEP 01 1994
AGENDA DATE: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with Clackamas County Public Health Division

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____
REGULAR MEETING Date Requested: 8/11/94
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____
CONTACT: Fronk TELEPHONE#: x4274
BLDG/ROOM#: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED

() INFORMATIONAL ONLY () POLICY DIRECTION (x) APPROVAL () OTHER

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

Ratification of a renewal of an agreement with the Clackamas County Public Health Division for the provision of HIV case management services for persons with disabling HIV disease. Multnomah County is acting as the agent for disbursing state funds to local governments.

9/1/94 ORIGINALS to Herman Brame

ELECTED OFFICIAL: _____

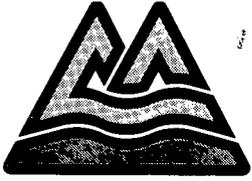
OR

DEPARTMENT MANAGER: Billi Degeard / AD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.

Any Questiona: Call the Office of the Board Clerk 248-3277/248-5222
5654.doc

BOARD OF
COUNTY COMMISSIONERS
1994 AUG 29 PM 3:05
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard *Billi*

REQUESTED PLACEMENT DATE: 8/11/94

DATE: July 18, 1994

SUBJECT: Agreement with Clackamas County Public Health Division

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with the Clackamas County Public Health Division for the period date of execution to and including June 30, 1995.
- II. Background/Analysis: This is a renewal of an agreement with Clackamas County Public Health Division to provide HIV case management services for persons with disabling HIV disease. The State has provided the County with the funds to disburse to other local governments as necessary in order to provide a wide range of HIV services to the public.
- III. Financial Impact: Multnomah County will pay contractor a maximum of \$41,092 for the services.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governments in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 200585
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>9/1/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide HIV case management services for persons with disabling HIV disease.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Clackamas County Public Health Division
 Mailing Address 1425 Kaen Rd.
Oregon City, Oregon 97045
 Phone 655-8471
 Employer ID# or SS# N/A
 Effective Date EXECUTION
 Termination Date June 30, 1995
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ 2,100 maximum Net 30
 Other \$ Maximum of \$16,000 for vouchers et Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ 41,092

REQUIRED SIGNATURES:
 Department Manager Belli Odegaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 8-1-94
 Date _____
 Date 21 Aug 94
 Date September 1, 1994
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0320			6060		0371	HIV Consortia	Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ___ day of _____, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CLACKAMAS COUNTY PUBLIC HEALTH DIVISION, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

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

1. Term.

The term of this Agreement shall be from date of execution, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to maintain a program of HIV case management services. Program activities may include:

- 1) Develop ongoing linkages with existing HIV/AIDS service providers such as Multnomah County Health Department, Cascade AIDS Project and other local advocacy groups.
- 2) Recruit and train local volunteers.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.
- 5) Educational and resource materials development and distribution including medical records forms.
- 6) Purchase and ditribution of vouchers for medical care and support services.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

- 1) Initial Contact and Needs Assessment to identify the physical, psychosocial

and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.

2) Development of a plan of care based on assessment of needs, goals of client and resources available.

3) Intervention, based on plan of care which may include referral for:

- Medication management
- Nutritional support
- Coordination of volunteers
- Disease specific education of clients and caregivers
- Caregiver respite
- Child care
- Grief and loss counseling
- Personal care decisions
- Benefits eligibility
- Stress reduction
- Mental health assessments
- Substance abuse treatment
- Spiritual counseling
- Emotional support to clients, partners, and family members
- Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
- Coordination of client care
- Coordination of home health agency and hospice nursing

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping.

C. CONTRACTOR agrees to provide local match of .2 FTE Community Health Nurse and associated mileage, training, printing and indirect costs.

D. .5 FTE CHN funded under this program will provide a minimum of 35 case management visits per month.

E. Submit a quarterly report to COUNTY on approved Ryan White reporting forms.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$41,092 based on the following terms:

1) A maximum of \$2,500 per month upon receipt of a monthly report detailing the number of case management visits.

2) A maximum of \$16,000 per year for medical vouchers, support services vouchers, emergency housing vouchers, educational materials and interpreters upon receipt of a

monthly line item expenditure report.

3) Expenditure reports will be sent to HIV Contract Manager, Multnomah County Health Department, 20 NE 10th, 2nd floor, Portland, OR 97232.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

4. Contractor is Independent Contractor

A. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

B. CONTRACTOR agrees to hold COUNTY harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this Contract.

C. CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

D. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this Contract and is incorporated herein as part of this Contract.

E. While this Contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefore immediately upon demand.

F. In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

G. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

H. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

I. Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of this Contract.

5. Workers Compensation

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this Contract and incorporated herein as part of this Contract.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Contract, CONTRACTOR agrees to renew such insurance before such expiration and provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

6. Contractor Identification

CONTRACTOR shall furnish to COUNTY its employer identification number, as designed by the Internal Revenue Service.

7. Subcontracts and Assignment

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Contract incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records

A. CONTRACTOR agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the CONTRACTOR as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Contract. Contract costs disallowed as the result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If a Contract cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such cost.

9. No Religious Content in Program Delivery or Service

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the services funded under this Contract. The language in this section is not intended to abridge a client's individual rights to exercise freedom of religion and/or speech.

10. Adherence to Law

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all encacting regulations of the EEOC and Department of Justice. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

11. Modification

A. In the event that COUNTY'S Contract obligation is amended by a federal or state initiated change, COUNTY shall amend this Contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

B. Any other amendments to the provisions of this Contract, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Contract contains the entire Contract between the parties and supersede all prior written or oral discussions or Contracts.

13. Non-Violation of Tax Laws

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Contract may, at the option of either party, be cause for termination of the Contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and /or service, which may include withholding of funds. Waiver by either party of any violation of this Contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Contract.

B. This Contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any licenses or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Contract.

2) Upon notice if CONTRACTOR fails to start-up services on the date specified in this Contract, or if CONTRACTOR fails to continue to provide service for the entire Contract period.

3) Upon notice to COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to CONTRACTOR will include all services provided through the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Contract.

E. Termination under any provision of this section shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

15. Litigation.

A. In cases of litigation arising out of this Contract between COUNTY and CONTRACTOR, the prevailing party to litigation shall be entitled to reasonable attorney's fees.

B. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this Contract.

16. Oregon Law and Forum

This Contract shall be construed according to the law of the state of Oregon.

17. Record Confidentiality

CONTRACTOR agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

18. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the CONTRACTOR shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By *Marilyn Stein*

Multnomah County Chair

Date September 1, 1994

HEALTH DEPARTMENT

By *Billi Odegaard*

Billi Odegaard, Director

Date 8-1-94

By *Karen Archel*

Program Manager

Date July 25, 1994

REVIEWED:

LAURENCE B. KRESSEL, County Counsel for Multnomah County, Oregon

By *L B Kessel*

Date 21 Aug 94

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 9/1/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 01 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Portland Public Schools

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: 8/11/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Approve the renewal of an intergovernmental agreement with the Portland Public Schools. County will provide early intervention services to preschool children with disabilities from birth to age of eligibility to enter kindergarten. Portland Public Schools will pay Multnomah County for the services.

9/1/94 originals to Herman Brame

BOARD OF
COUNTY COMMISSIONERS
1994 AUG 23 PM 3:06
MULTNOMAH COUNTY
OREGON

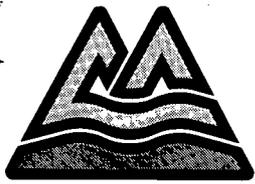
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Belli Degeard / D

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard *Billi*

REQUESTED PLACEMENT DATE: 8/11/94

DATE: July 26, 1994

SUBJECT: Intergovernmental Agreement with Portland Public Schools

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with the Portland Public Schools for provision of early intervention services to preschool children with disabilities from birth to age of eligibility for entry into kindergarten beginning July 1, 1994, and continuing through June 30, 1995.
- II. Background/Analysis: The first agreement was effective FY 92-93 and a second agreement expired June 30, 1994. This is a renewal of the agreement and makes it possible for the Portland Public Schools to retain the services of Multnomah County to assist them in carrying out the terms of an agreement the Portland Public Schools has with the Oregon Department of Education. The Health Department will provide early intervention services to preschool children with disabilities from birth to age of eligibility for entry into kindergarten. The agreement was submitted to the County in July 1994 for renewal.
- III. Financial Impact: Portland Public Schools will pay Multnomah County up to \$124,200 for the services. County will be reimbursed retroactive to July 1, 1994.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other

governmental units.

VII. Citizens Participation: None.

VIII. Other Government Participation: Portland Public Schools is under contract with the Oregon Department of Education



Service Area VI Administrative Office
Early Intervention
Early Childhood Special Education Program
531 SE 14th Ave. Portland, Oregon 97214
Phone 280-5840 or Fax 280-6468



Serving:
Clackamas
Hood River
Multnomah
& Wasco Counties

MEMORANDUM

July 20, 1994

TO: Service Area VI Providers
FROM: Susan Saling *Susan Saling*
RE: Contracts

Enclosed are three copies of your 1994-95 EI/ECSE Service Contract. Please sign and return all copies to our office. As soon as we receive your signed contracts they will go through Portland Public Schools board action and a copy with all signatures will be returned to you.

We appreciate that fact that ODE was able to approve our contracts so quickly.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200595
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>9/1/94</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p> <p>REVENUE</p>
--	--	---

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/8

Description of Contract Provide early intervention services to preschool children with disabilities from birth to age of eligibility for entry into kindergarten.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Portland Public Schools
Mailing Address 531 Southeast 14th Avenue
Portland, Oregon 97214
Phone 280-5840
Employer ID# or SS# _____
Effective Date July 1, 1994
Termination Date June 30, 1995
Original Contract Amount \$ 124,200
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

8% upon signing, 8% ea. month until (12) payment, final 4% based upon actual expenditures

Remittance Address _____ (If Different)

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:

Department Manager Belli Odegaard

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 8-1-94

Date _____

Date 18 Aug 94

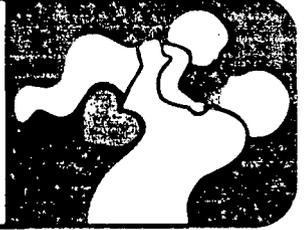
Date September 1, 1994

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0475			2766		0318	PPS Early Intv	\$124,200	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											



Service Area VI Administrative Office
Early Intervention
Early Childhood Special Education Program
531 SE 14th Ave. Portland, Oregon 97214
Phone 280-5840 or Fax 280-6468



Serving:
Clackamas
Hood River
Multnomah
& Wasco Counties

AGREEMENT

Portland Public Schools (Contractor) serving as the regional contractor under an agreement with the Oregon Department of Education dated June 30, 1994 retains the services of Multnomah County Health Department (Agency) under the following terms and conditions:

1. Services.

Agency shall provide Early Intervention and Early Childhood Special Education (EI/ECSE) services in Multnomah County as defined in ORS 343.035 and applicable Oregon Administrative Rules which by this reference is incorporated, to eligible preschool children with disabilities from birth to age of eligibility for entry into kindergarten. All subcontractors subcontracting agreements to provide services hereunder, must be first approved by the service area contractor.

Agency shall provide these services in compliance with applicable federal and state regulations pertaining to EI/ECSE including the Individuals with Disabilities Act (IDEA), ORS 343.465 to 343.534, applicable Oregon Administrative Rules and related rules adopted by the State Board of Education, and Contractor policies and regulations.

All evaluations and eligibility determinations shall be conducted in compliance with applicable federal and state regulations and guidelines.

Upon determination of eligibility, Agency shall promptly refer the child to the county's established system for the development of the Individualized Family Service Plan (IFSP) and placement in appropriate services.

Agency shall provide the services required herein beginning July 1, 1994, and continuing through June 30, 1995. This contract will not be amended after the expiration date.

2. Contact Person.

Agency shall appoint a primary contact person to serve as the liaison with the Contractor. The contact person will be fully knowledgeable regarding all aspects of the Agency performance hereunder, have full access thereto, and be authorized to make day-to-day decisions regarding the agreement.

3. **Mobilization.**

Agency shall employ sufficient staff with appropriate experience, expertise, certification, licensing or classification; office space; meeting space; office supplies; equipment; and transportation to efficiently fulfill the requirements of this agreement.

4. **Reporting.**

Agency shall provide reports as requested by the Contractor, including those hereafter described, documenting that the services required hereunder are available and provided throughout the agreement year in strict compliance with state and federal law and that the Agency has complied with the requirements of this agreement.

Agency shall submit the following documentation to the Contractor at the times specified:

- (a) Documents required on or before October 14, 1994:
 - A comprehensive line item budget for all expenditures hereunder.
 - Mobilization Report
 - Service Area Plan Information
- (b) Documents required on or before November 15, 1994:
 - First Quarter Expenditure Report (July 1- September 30)
- (c) Documents required on or before January 1, 1995:
 - December 1, 1994 IDEA census for both Part B and Part H, or Chapter 1, as required and other reports required by IDEA.
- (d) Documents required on or before February 15, 1995:
 - Second Quarter Expenditure Report (October 1 - December 31)
- (e) Documents required on or before May 15, 1995:
 - Third Quarter Expenditure Report (January 1 - March 30)
- (f) Documents required on or before July 31, 1995:
 - Fourth Quarter Expenditure Report (April 1 - June 30)
 - Final Expenditure Report

Contractor may additionally require Agency to provide information and other reports as reasonably requested for the purpose of developing the annual agreement and biennial legislative budget.

5. **EI/ECSE Service Area Plan.**

Agency shall provide information needed by Contractor for development of an annual service area plan which Contractor must submit by November 1, 1994, to the Oregon Department of Education. For the plan, Agency will provide to Contractor on or before October 14, 1994:

- (a) Written assurances that it is providing services to eligible EI/ECSE children in Agency in compliance with applicable state and federal regulations including IDEA, ORS 343.365 to 343.534, and related Oregon Administrative Rules.
- (b) A written description of the organizational structure for service delivery in Agency.
- (c) A written description of the services provided by Agency.

6. **Regional Coordination.**

Agency shall participate in scheduled regional meetings with Contractor, Agencies and agency subcontractors. The purpose of these meetings will be to exchange information, problem solve, and network.

Agency shall participate in and support the activities of the Local Advisory Council.

7. **Equipment.**

"Equipment" means nonconsumable items purchased hereunder at a cost of \$500 or more. Agency must obtain prior Contractor approval for the purchase of equipment. The Agency shall maintain an inventory of capital equipment purchased with agreement funds. This equipment is considered the property of the State of Oregon.

8. **Subcontracts.**

Agency may subcontract for student services required hereunder.

All subcontractors and subcontracts for services hereunder must be first approved by the Contractor prior to the execution of the subcontract.

Before a subcontractor can be identified, the Contractor with Agency assistance will seek the advice and assistance of the EI/ECSE Local Advisory Council and consider the Council's recommendations. The procedures for seeking the Local Advisory Council's input are those prescribed by the Oregon Department of Education.

The form of agreement used by Agency to obtain subcontract services hereunder shall incorporate the provisions of this agreement and require the subcontractor to do those things necessary to accomplish the tasks prescribed herein as well as comply faithfully with

the requirements hereof. Subcontractor's services shall comply with all applicable requirements for EI/ECSE services including, but not limited to, student service delivery, reporting, fiscal accountability, budgeting, approval of expenditures for direct and indirect services and expenses, and program evaluation.

No contractual relationship shall exist between Contractor and any Agency subcontractor. For the purposes of administration of this agreement, Agency subcontractors shall be deemed Agency employees and Agency shall have total responsibility to Contractor for Agency subcontractor's means to achieve work product and the work product.

9. Payment for Services.

The Oregon Department of Education by agreement with the Contractor has assured Contractor that sufficient State funds are available to finance the cost of this agreement within its current budget. The Oregon Department of Education and Contractor do not assure Agency and its subcontractors that federal funding necessary for these services will continue to be available.

This funding includes the following:

<u>Type of Service</u>	<u>Amount</u>
Early Intervention/Early Childhood Special Education	\$124,200

Funds must be expended according to the budget provided for at part 4, "Reporting." Agency may transfer within the Early Intervention budget or the Early Childhood Special Education budget; however, the total transfers may not vary any one of the line items more than 10 percent from its original amount without prior written approval by the contractor.

If transfers do vary one of the line items more 10 percent without prior written Contractor approval, Agency shall pay that dollar amount to Contractor from Agency moneys or Contractor will withhold a similar amount from moneys due and owing Agency for services rendered.

Agency shall provide the services, reports and all other things required hereunder within the total agreement price specified above. The total agreement price is the maximum compensation and any costs incurred beyond that shall be borne by the Agency. No costs incurred prior to the effective date or after the expiration date of this agreement, shall be assigned as costs under this agreement unless specifically approved by the Oregon Department of Education. This agreement will not be amended after June 30 of the agreement year. Any funds not expended by June 30, 1995, for the 1994-95 contract year must be refunded to the Contractor for return to the Department of Education.

For the 1994-95 contract year, payments will be made as follows:

- (a) Contractor will pay to Agency 8 percent of the total contract amount upon signing the contract, and 8% each month thereafter until the 12th payment; the final 4% payment will be based on actual expenditures to date not to exceed total amount in contract.
- (b) By July 31, 1995, Agency and Contractor shall make a financial adjustment according to Agency's actual eligible expenditures hereunder for this agreement.
- (c) By August 1, 1995, final amount based on actual expenditure through June 30, 1995, not to exceed contract total.

Each of the foregoing payments and the final adjustment shall be subject to adjustment based on later determination by the State or Federal Government regarding eligibility of expenditures or contractual compliance.

10. Eligible Costs.

Agency direct costs of performance of this agreement, which are properly documented, are eligible costs under the agreement. The typical direct costs are: (a) Compensation of employees for time devoted to and identified specifically to the performance of the agreement; (b) Costs of materials identified as acquired, consumed or expended specifically for the purpose of the agreement; (c) Equipment and other approved capital outlays authorized as specified in Part 7; (d) Similar eligible costs of subcontractors; (e) Travel expenses specifically incurred in the performance of the agreement. Mileage shall be paid at Agency's standard employee mileage reimbursement rate.

Agency indirect costs of performance of this agreement are eligible costs under the agreement. These costs may be claimed for reimbursement at the rate approved by the Contractor based upon the information reported on Form 3118 or 8 percent whichever is lesser. Indirect costs may only be charged to direct costs and may not include the purchase of consumable and nonconsumable items, subcontracts, fines and penalties, debt service or contingencies.

11. Program Monitoring/Evaluation.

Agency will be evaluated by Contractor using procedures prescribed by the Oregon Department of Education. The evaluation results are reported to the Oregon Department of Education.

Agency will assist Contractor in fulfilling Contractor's obligation to the Oregon Department of Education to monitor and evaluate Agency and the performance of Agency subcontractors hereunder including, but not limited to, the progress and records of children served by the Agency to assure:

- (a) That all enrolled children meet eligibility requirements for the services for which they are enrolled.

(b) That the services provided and the records maintained documenting those services meet all federal and state requirements for the programs.

12. Due Process / Mediation / Costs.

In those cases where mediation or due process hearings are requested to resolve disputes regarding an eligible child, the Oregon Department of Education has accepted responsibility for the attorney fees and similar costs related to those procedures. This subsection does not impair the indemnity obligation set forth in part 13, "General."

13. General.

Audits. The University and Agency shall facilitate the Oregon Department of Education's and Contractor's on-site or other audits of financial, statistical and program relating to financial, student records, and programs relating to Agency and its subcontractor's performance under this agreement.

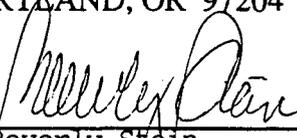
Liability/Indemnification. Agency shall defend, save and hold harmless the State of Oregon, the Oregon Department of Education, and the Portland Public Schools, their officers and employees, from all claims, lawsuits or actions of whatsoever nature resulting from or arising out of the activities of the Agency its agents, employees and subcontractor under this agreement.

Limitation on Use of Funds. Funds received by the Agency and its subcontractors hereunder shall not supplant resources otherwise available in the County for services but shall be used to establish services in addition to those provided through the other resources.

Termination. This agreement may be terminated by either party, upon 7 days written notice and delivered by certified mail or in person. Prior to the actual termination of services provided for under this agreement, the parties shall plan a system for continuation of services to eligible children.

MULTNOMAH COUNTY
HEALTH DEPARTMENT
426 SW Stark
PORTLAND, OR 97204

PORTLAND PUBLIC SCHOOLS

By 
Beverly Stein

By _____

Title Multnomah County Chair

Title _____

Date September 1, 1994

Date _____

By Billi Odegaard / sp
Billi Odegaard, Director

Title Director

Date 8-1-94

By Karen Hamm
Program Manager

Title _____

Date Aug 1 1994

REVIEWED:
LAURENCE B. KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By [Signature]

Date August 24, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 9/1/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 01 1994

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of amendment to intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: 8/25/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of amendment extending an agreement with Oregon Health Sciences University for the provision of rape evidentiary examinations for individuals over the age of fourteen years on an emergency basis. The Health Department will pay the contractor for the services.

9/1/94 originals to Herman Brame

1994 AUG 23 PM 3:07
MULTNOMAH COUNTY
OREGON
DEPT OF
COUNTY ADMINISTRATION

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bill Adgaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM:  Odgaard

REQUESTED PLACEMENT DATE: 8/25/94

DATE: August 11, 1994

SUBJECT: Ratification of amendment to agreement with Oregon Health Sciences University
(University Hospital)

- I. Recommendation/Action Requested: The Health Department recommends Board of approval of this amendment extending contract #200714 with Oregon Health Sciences University from the date of execution through August 31, 1995.
- II. Background/Analysis: The current agreement expires August 31, 1994 and provides rape evidentiary exams for individuals over the age of fourteen years. The examinations are part of the "chain of evidence" necessary for later legal procedures in cases of rape. The hospital will be reimbursed only for persons referred by the County's Victim's Assistance Office or law enforcement agencies approved by the Victim's Assistance Office.
- III. Financial Impact: The hospital will charge the county \$210 per exam, and the Health Department has budgeted for the expense.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200714
Amendment # 1

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>9/1/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide sexual assault evidentiary exams.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Hospital Emergency
 ORS/AR # _____ Contractor is MBE WBE QRF Exemptions

Contractor Name Oregon Health Sciences University
 Mailing Address 3181 S.W. Sam Jackson Park Rd.
Portland, Oregon 97201-3098
 Phone 494-3662 or 494-4662
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date August 31, 1995
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ 210 Net 30
 Other \$ 210/exam Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Orlgaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 8/12/94
 Date _____
 Date 18 Aug 94
 Date September 1, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0915			6110		0399	RE EXAMS	Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

H-93-011 AMENDMENT 2

**AGREEMENT BETWEEN
UNIVERSITY HOSPITAL
AND
MULTNOMAH COUNTY HEALTH DEPARTMENT
FOR
SEXUAL ASSAULT**

This is Amendment 2 to agreement H-93-011 between the State of Oregon acting by and through the State Board of Higher Education for and on behalf of University Hospital of the Oregon Health Sciences University ("UNIVERSITY HOSPITAL") and Multnomah County of Oregon, Health Department, located in Portland, Oregon, ("MULTNOMAH COUNTY").

WHEREAS, MULTNOMAH COUNTY wishes to obtain evidentiary examinations for adult victims of sexual assaults occurring in the county; and

WHEREAS, UNIVERSITY HOSPITAL desires to provide to MULTNOMAH COUNTY sexual assault evidentiary exams under the terms and conditions hereinafter set forth; and

WHEREAS, the agreement may be extended for an additional year;

NOW, THEREFORE, it is agreed between the parties:

- I. Section II, paragraph A will be revised to read:
 - A. MULTNOMAH COUNTY will pay UNIVERSITY HOSPITAL \$210 for each examination performed under this agreement.

- II. Section IV, 5. Term of Agreement, will be revised to read:
 - A. This Agreement shall be effective upon execution and shall continue through August 31, 1995.

III. This amendment shall be effective upon execution and shall remain in effect until or unless the Agreement effective January 20, 1993 is terminated. In all other respects, this Agreement and Amendments shall remain in full force and effect.

State of Oregon Acting By and Through the State Board of Higher Education on behalf of University Hospital of the Oregon Health Sciences University 3181 SW Sam Jackson Park Road Portland, OR 97201-3098 (503) 494-8548

Multnomah County Health Department

426 SW Stark, 2nd Floor Portland, OR 97201 (503) 248-3674

By _____
James B. Walker Date
Vice President,
Finance and Administration

By Beverly Stein 9/1/94
Beverly Stein Date
Multnomah County Chair

By Billi Odegard 8/11/94
Billi Odegard Date
Director

By Tom Fronk 8/11/94
Tom Fronk Date
Program Manager

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

By H. H. Lazenby, Jr. 8/18/94
H. H. Lazenby, Jr. Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 9/1/94
DEB BOGSTAD
BOARD CLERK



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200714
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>11/9/93</u> <u>DEP. BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide sexual assault evidentiary exams..

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Hospital Emergen
ORS/AR # _____ Contractor is MBE WBE QRF Exemption

Contractor Name Oregon Health Sciences University
Mailing Address 3181 S.W. Sam Jackson Park Rd.
Portland, Oregon (97201-3098)
Phone 494-3662 or 494-4662
Employer ID# or SS# _____
Effective Date Upon Execution
Termination Date August 31, 1994
Original Contract Amount \$ Requirements
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____
Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ 200/exam. Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
Purchase Order No. _____
 Requirements Not to Exceed \$ _____

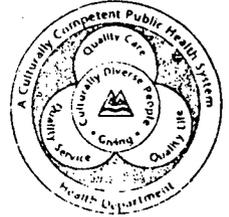
REQUIRED SIGNATURES:
Department Manager Billie Odgaard
Purchasing Director _____
(Class II Contracts Only)
County Counsel _____
County Chair / Sheriff _____
Contract Administration _____
(Class I, Class II Contracts Only)

Encumber: Yes No
Date 11/8/93
Date _____
Date 10-17-93
Date November 9, 1993
Date _____

VENDOR CODE		VENDOR NAME								TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0890			6110		0399	DIISU-RE	Requirements		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H.C. Miggins
Acting Multnomah County Chair

VIA: Bill Oddegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: August 16, 1993

SUBJECT: Ratification of Agreement with Oregon Health Sciences University
(University Hospital)

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Oregon Health Sciences University for the period upon execution, to and including August 31, 1994.

Analysis: This agreement provides for the performance of evidentiary examinations for adult victims of sexual assaults on an emergency basis. The Oregon Health Sciences University will also provide information, training, and technical assistance to various law enforcement agencies within Multnomah County as needed. The examinations are part of the "chain of evidence" necessary for later legal procedures. The hospital will be reimbursed only for persons referred by the county's Victim's Assistance Office or law enforcement agencies approved by the Victim's Assistance Office. The hospital will charge the county \$200 per exam. The Health Department has budgeted \$25,000 for FY 93-94 to pay for rape evidentiary exams.

Background: The District Attorney for Multnomah County's Victim's Assistance Program negotiated with the CARES Program at Emanuel Hospital to provide rape evidentiary exams for victims of sexual assault who are 14 years of age and under. This agreement will provide rape evidentiary exams for adults. The agreement is exempt from the competitive RFP process.

MEETING DATE: _____

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Intergovernmental Agreement with Oregon Health Sciences for the provision of rape evidentiary examinations for adults on an emergency basis. The county will pay the hospital for the service.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billie Odegaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

AMENDMENT 1
AGREEMENT BETWEEN
UNIVERSITY HOSPITAL
AND
MULTNOMAH COUNTY HEALTH DEPARTMENT
FOR
SEXUAL ASSAULT

This is an amendment to agreement H-93-011 between the State of Oregon acting by and through the State Board of Higher Education for and on behalf of University Hospital of the Oregon Health Sciences University ("UNIVERSITY HOSPITAL") and Multnomah County of Oregon, Health Department, located in Portland, Oregon, ("MULTNOMAH COUNTY").

WHEREAS, MULTNOMAH COUNTY wishes to obtain evidentiary examinations for adult victims of sexual assaults occurring in the county; and

WHEREAS, UNIVERSITY HOSPITAL desires to provide to MULTNOMAH COUNTY sexual assault evidentiary exams under the terms and conditions hereinafter set forth; and

WHEREAS, the agreement may be extended for an additional year;

NOW, THEREFORE, it is agreed between the parties:

I. Section II, paragraph A. will be revised to read:

A. MULTNOMAH COUNTY will pay UNIVERSITY HOSPITAL \$200 for each examination performed under this agreement.

II. Section III. COMPENSATION WILL BE AS FOLLOWS: will be revised to read:

- A. UNIVERSITY HOSPITAL will promptly bill available and identified third (3rd) party payors.
- B. UNIVERSITY HOSPITAL will bill MULTNOMAH COUNTY at 60 days from billing date to third parties for all payments not received from billed third parties. Invoices will be sent to:

Health Department
Fiscal Services
P.O. Box 400046
Portland. OR 97204

- C. MULTNOMAH COUNTY agrees that these efforts by UNIVERSITY HOSPITAL to bill and collect from third parties shall be sufficient in meeting the intent of this agreement concerning collection efforts.
- D. MULTNOMAH COUNTY will pay UNIVERSITY HOSPITAL within 30 days following receipt of invoice.
- E. UNIVERSITY HOSPITAL will refund to MULTNOMAH COUNTY any credit balance on an individual account in excess of billed charges resulting from collection from third party for services rendered in accordance with this agreement.

III. Section IV, 5. Term of Agreement. will be revised to read:

- A. This Agreement shall be effective upon execution and shall continue through August 31, 1994.

III. This amendment shall be effective upon execution and shall remain in effect until or unless the Agreement effective January 20, 1993 is terminated. In all other respects, this Agreement shall remain in full force and effect.

State of Oregon Acting By and Through
the State Board of Higher Education on
behalf of University Hospital of the
Oregon Health Sciences University

3181 SW Sam Jackson Park Road
Portland, Oregon 97201
(503) 494-8548

Multnomah County
Health Department

426 SW Stark, 2nd Floor
Portland, Oregon 97201
(503) 248-3674

for By Thomas G. Fox, Ph.D. 12/13/93
Date
Vice President for Development
and Public Affairs

By Beverly Stein 11/9/93
Date
Multnomah County Chair

By Billi Odegard 10/8/93
Date
Director

By Tomhow 10-6-93
Date
Program Manager

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

By H. H. Lazenby, Jr. 10-17-93
Date

H:\SHARED\SUPPORT\KSG1\WP\CONTRACT\ASSULT1.COM
9/7/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 11/9/93
DEB BOGSTAD
BOARD CLERK



GOVERNMENT FINANCE
OFFICERS ASSOCIATION

180 North Michigan Avenue, Suite 800, Chicago, Illinois 60601
312/977-9700 • Fax: 312/977-4806

August 15, 1994

Ms. Beverly Stein
Chair, Bd. of County Commissioners
Multnomah County
P.O. Box 14700
Portland, OR 97214-0700

Dear Ms. Stein:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended June 30, 1993 qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement is also presented to the individual designated by the government as primarily responsible for its having earned the certificate. Enclosed is an Award of Financial Reporting Achievement for: Jean Uzelac, Accounting Manager.

The Certificate of Achievement plaque will be shipped under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. To assist with this, a sample news release and the 1993 Certificate Program results are enclosed.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

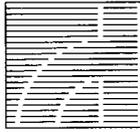
GOVERNMENT FINANCE OFFICERS ASSOCIATION

Stephen J. Gauthier
Director/Technical Services Center

SJG/kas
Enclosures

WASHINGTON OFFICE

1750 K Street, N.W., Suite 650, Washington, DC 20006
202/429-2750 • Fax: 202/429-2755



GOVERNMENT FINANCE
OFFICERS ASSOCIATION

180 North Michigan Avenue, Suite 800, Chicago, Illinois 60601
312/977-9700 • Fax: 312/977-4806

August 15, 1994

NEWS RELEASE

For information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to:

MULTNOMAH COUNTY

by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual designated as primarily responsible for preparing the award-winning CAFR. This has been presented to:

JEAN UZELAC, ACCOUNTING MANAGER

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving 12,625 government finance professionals with offices in Chicago, Illinois, and Washington, D.C.

- 30 -

WASHINGTON OFFICE

1750 K Street, N.W.; Suite 650, Washington, DC 20006
202/429-2750 • Fax: 202/429-2755

PRESENTATION OF THE CERTIFICATE OF ACHIEVEMENT
FOR EXCELLENCE IN FINANCIAL REPORTING

The Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition for state and local governments. The Certificate program thereby advocates that recipients be formally recognized for their outstanding accomplishments. If you would like a formal presentation of the Certificate of Achievement plaques, you should contact your GFOA State Representative. Your representative's mailing address and phone number is as follows:

Kathy Tri
Finance Director
City of Newberg
414 E. First Street
Newberg, OR 97132

503/538-9421



The Government Finance Officers Association
of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to:

Jean Uzelac
Accounting Manager

Multnomah County, Oregon

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date

August 15, 1994

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

Government Finance Officers Association

1993 RESULTS

The Certificate of Achievement for Excellence in Financial Reporting is an award designed to recognize and encourage excellence in financial reporting by state and local governments. The attainment of a Certificate of Achievement represents a significant accomplishment for a government and its management.

The Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) was established by the Government Finance Officers Association (GFOA) in 1945. The GFOA instituted the program to encourage all government units to prepare and publish an easily readable and understandable comprehensive annual financial report (CAFR) covering all funds and financial transactions of the government during the fiscal year. The GFOA believes that governments have a special responsibility to provide the public with a fair presentation of their financial affairs. CAFRs go beyond the requirements of generally accepted accounting principles (GAAP) to provide the many users of government financial statements with a wide variety of information useful in evaluating the financial condition of a government.

To be eligible for a Certificate of Achievement, a report must be the published CAFR of a unit of government or a public employee retirement system. Eligible CAFRs

must include general purpose financial statements presented in conformity with GAAP. These reports are also required to have been audited in accordance with generally accepted auditing standards, with the auditor taking at least "in relation to" responsibility for combining, individual fund and account group presentations. To earn a Certificate of Achievement, a CAFR should give a clear and thorough view of the government's finances. Award-winning reports should enhance the reader's understanding of the information required by GAAP for fair presentation of the financial statements, be efficiently organized and adhere to certain generally accepted terminology and formatting conventions. The Certificate Program provides participants with extensive technical reference material on governmental accounting and financial reporting theory. This material provides finance officials with the tools they need to improve their financial reporting techniques.

To participate in the Certificate Program, government units must complete an application form and submit four copies of their CAFR, with the appropriate fee, to the GFOA for review by the Certificate Program's Special Review Committee. Applications can be obtained from the GFOA's Certificate Program staff in Chicago (312/977-9700). Submissions must be postmarked within six months of the government's fiscal year end.

AWARD WINNERS FOR FISCAL YEARS ENDED IN 1992

Alabama

Alabama State Docks Department
 Auburn
 Birmingham
 Brewton
 Decatur
 Dothan
 Hoover
 Huntsville
 Mobile
 Montgomery
 Tuscaloosa
 Wetumpka

Alaska

Anchorage
 Anchorage School District
 Bering Strait School District
 Fairbanks North Star Borough
 Fairbanks North Star Borough
 School District
 Homer
 Juneau, City and Borough of
 Kenai Peninsula Borough
 Kenai Peninsula School District
 Ketchikan
 Kodiak Island Borough
 Matanuska-Susitna Borough
 North Slope Borough
 Soldotna
 Southwest Region School
 District
 Valdez

American Samoa

American Samoa Government
 Employees Retirement Fund

Arizona

Agua Fria Union High School
 District No. 216
 Alhambra Elementary School
 District No. 68
 Arizona Department of
 Transportation
 Arizona State Retirement System
 Avondale
 Bullhead City

Cartwright Elementary School
 District No. 83
 Casa Grande
 Casa Grande Elementary School
 District No. 4
 Casa Grande Union High School
 District No. 82
 Catalina Foothills Unified School
 District No. 16
 Cave Creek Unified School District
 No. 93
 Chandler
 Coolidge
 Cottonwood
 Deer Valley Unified School
 District No. 97
 Douglas Unified School District
 No. 27
 Eloy
 Flagstaff
 Flagstaff Unified School District
 No. 1
 Flowing Wells Unified School
 District No. 8
 Fort Huachuca Accommodation
 School District No. 00
 Gilbert Unified School District
 No. 41
 Gilbert
 Glendale
 Glendale Elementary School
 District No. 40
 Glendale Union High School District
 Kyrene Elementary School
 District No. 28
 Lake Havasu City
 Lake Havasu Unified School
 District No. 1
 Madison Elementary School District
 No. 38
 Mammoth/San Manuel Unified
 School District No. 8
 Maricopa County
 Maricopa County Community
 College District
 Mesa
 Mesa Unified School District No. 4
 Murphy Elementary School
 District No. 21
 Page
 Page Unified School District No. 8
 Paradise Valley Unified School
 District No. 69
 Payson Unified School District
 No. 10
 Pendergast Elementary School
 District No. 92
 Peoria
 Peoria Unified School District

No. 11
 Phoenix
 Phoenix Employees' Retirement
 Plan
 Phoenix Union High School
 District No. 210
 Pima County
 Pima County Community College
 District
 Prescott
 Prescott Unified School District
 No. 1
 Public Safety Personnel Retirement
 System
 Roosevelt Elementary School
 District No. 66
 Sahuarita Unified School
 District No. 30
 Santa Cruz County
 Scottsdale
 Scottsdale Unified School District
 No. 48
 Sierra Vista
 Sierra Vista Unified School District
 No. 68
 South Tucson
 Stanfield Elementary School
 District
 Sunnyside Unified School
 District No. 12
 Tempe
 Tempe Elementary School
 District No. 3
 Tempe Union High School District
 No. 213
 Tucson
 Tucson Unified School District
 No. 1
 Wickenburg
 Wickenburg Unified School District
 No. 9
 Wilson Elementary School District
 No. 7
 Yuma
 Yuma Union High School District
 No. 70
 Yuma Elementary School District
 No. 1

Arkansas

Fayetteville
 Fort Smith
 Little Rock
 Pine Bluff
 Texarkana

California

Agoura Hills
 Alameda
 Alameda-Contra Costa Transit
 District
 Alameda County
 Alhambra
 Anaheim
 Anderson
 Antioch
 Arcadia
 Azusa
 Bakersfield
 Baldwin Park
 Belmont
 Benicia
 Berkeley
 Beverly Hills
 Brawley
 Brea
 Brisbane
 Burbank
 Camarillo
 Campbell
 Carson
 Central Marin Sanitation Agency
 Cerritos
 Chino
 Claremont
 Clovis
 Coalinga
 Commerce
 Concord
 Contra Costa Water District
 Contra Costa County
 Corona
 Coronada
 Costa Mesa
 Culver City
 Cypress
 Daly City
 Dana Point
 Dinuba
 Dixon
 Dublin
 El Centro
 El Segundo
 El Toro Water District
 Encinitas
 Escondido
 Eureka
 Fairfield
 Folsom
 Fontana
 Fremont
 Fresno County
 Fullerton
 Garden Grove
 Gardena
 Glendora

Hayward
 Healdsburg
 Hermosa Beach
 Highland
 Huntington Beach
 Imperial Beach
 Indian Wells
 Inglewood
 Irvine
 La Habra
 La Mirada
 Laguna Beach
 Lakewood
 Lancaster
 Leucadia County Water District
 Livermore
 Lompoc
 Long Beach
 Long Beach Harbor Department
 Long Beach Public Transportation
 Company
 Long Beach Water Department
 Los Angeles County
 Los Angeles County Community
 Development Commission
 Los Angeles County Employees
 Retirement Association
 Los Angeles County Sanitation
 District
 Los Angeles County Transportation
 Commission
 Los Angeles Harbor Department
 Los Angeles Unified School District
 Manteca
 Marin Municipal Water District
 Menlo Park
 Merced County
 Milpitas
 Mission Viejo
 Modesto
 Monrovia
 Montebello
 Monterey Park
 Mountain View
 Napa
 National City
 Newport Beach
 Northridge Water District
 Norwalk
 Oakland
 Ontario
 Orange
 Orange County
 Orange County Municipal Water
 District
 Orange County Transportation
 Authority
 Orange County Water District
 Oxnard

Palm Springs
 Palmdale
 Palos Verdes Estates
 Paramount
 Pittsburg
 Placentia
 Pleasant Hill
 Porterville
 Poway
 Rancho Cucamonga
 Rancho Mirage
 Redding
 Redding Area Bus Authority
 Redding Redevelopment Agency
 Redwood City
 Rialto
 Riverside
 Riverside County
 Riverside County Flood Control and
 Water Conservation District
 Rohnert Park
 Rosemead
 Sacramento
 Sacramento County
 Sacramento County Department
 of Airports
 Sacramento Housing and Redevelop-
 ment Agency
 San Bernardino County
 San Buenaventura
 San Clemente
 San Diego
 San Diego Association of
 Governments
 San Diego County
 San Fernando
 San Francisco, City and County of
 San Gabriel
 San Juan Capistrano
 San Juan Surburban Water District
 San Jose
 San Leandro
 San Luis Obispo
 San Luis Obispo County
 San Mateo
 San Mateo County Transit District
 Santa Ana
 Santa Barbara
 Santa Barbara County
 Santa Clara
 Santa Clarita
 Santa Cruz
 Santa Cruz County
 Santa Maria
 Santa Monica
 Santa Rosa
 Saratoga
 Simi Valley
 Solvang

Sonoma County
 South Gate
 South Pasadena
 South San Francisco
 Southern California Rapid Transit
 District
 Stanislaus County
 Stockton
 Sunnyvale
 Temecula
 Thousand Oaks
 Torrance
 Tracy
 Tustin
 Union City
 Upland
 Vacaville
 Vallejo Sanitation and Flood
 District
 Valley Center Municipal Water
 District
 Ventura County
 Ventura Regional Sanitation District
 Vista
 Walnut
 Walnut Creek
 Water Facilities Authority Joint
 Powers Agency
 West Hollywood
 Westlake Village
 Westminster
 Whittier
 Woodland

Colorado

Adams County
 Adams County School District
 No. 50
 Adams & Arapahoe Counties Joint
 District No. 28J
 Adams & Weld School District
 No. 27 J
 Arapahoe County
 Arapahoe County School District
 No. 6
 Arvada
 Aspen
 Aurora
 Avon
 Boulder
 Boulder County
 Brighton
 Broomfield
 Canon City
 Castle Rock
 Cheyenne Mountain School
 District No. 12
 Colorado Public Employees'

Retirement Association
 Colorado Springs
 Commerce City
 Craig
 Denver, City and County of
 Denver Employees Retirement Plan
 Denver Housing Authority
 Denver Public School Employees'
 Pension and Benefit
 Administration
 Denver School District No. 1
 Denver Water
 Douglas County
 Douglas County School District
 No. 1 (RE)
 Durango
 El Paso County
 El Paso County School District
 No. 11
 El Paso County School District
 No. 2 - Harrison
 Englewood
 Englewood School District No. 1
 Estes Park
 Federal Heights
 Fort Collins
 Glendale
 Golden
 Grand County
 Grand Junction
 Greeley
 Greenwood Village
 Jefferson County
 La Plata County
 Lafayette
 Lakewood
 Larimer County
 Littleton
 Longmont
 Louisville
 Loveland
 Mapleton Public School District
 No. 1
 Mesa County
 Metro Waste Water Reclamation
 District
 Montrose
 Mountain Village Metropolitan
 District
 Municipal Subdistrict, Northern
 Colorado Water Conservancy
 District
 Northern Colorado Water
 Conservancy District
 Northglenn
 Parker
 Pikes Peak Library District
 Pitkin County
 Pueblo

Regional Transportation District
 Sheridan School District No. 2
 Steamboat Springs
 Sterling
 Summit County
 Thompson School District No. R2-J
 Thornton
 Urban Drainage and Flood Control
 District
 Weld County
 Western Eagle County Metropolitan
 Recreation District
 Westminster
 Wheat Ridge

Connecticut

Avon
 Berlin
 Bethel
 Bristol
 Cromwell
 Danbury
 Darien
 East Hartford
 Enfield
 Farmington
 Glastonbury
 Greater Hartford Transit District
 Greenwich
 Greenwich Retirement System
 Groton
 Hartford
 Mansfield
 Metropolitan District
 Middletown
 New London
 Newington
 Norwalk
 Plainville
 Regional School District No. 19
 Edwin O. Smith High School
 Southington
 Stamford
 State of Connecticut
 Tolland
 Vernon
 Wallingford
 West Hartford
 Wethersfield
 Winchester
 Windsor

Delaware

Dover
 New Castle County
 Wilmington

District of Columbia

District of Columbia
 Washington Metropolitan Area
 Transit Authority

Florida

Alachua County
 Altamonte Springs
 Apopka
 Bay County
 Belle Glade
 Belleair
 Boca Raton
 Boynton Beach
 Bradenton
 Brevard County
 Broward County
 Canaveral Port Authority
 Cape Coral
 Charlotte County
 Clay County
 Clearwater
 Clermont
 Cocoa Beach
 Coconut Creek
 Collier County
 Cooper City
 Coral Gables
 Coral Springs
 Dade County School Board
 Dania
 Daytona Beach
 Daytona Beach Shores
 DeLand
 Deerfield Beach
 Delray Beach
 Edgewater
 Escambia County
 Escambia County Utilities Authority
 Eustis
 Florida Keys Aqueduct Authority
 Florida's Turnpike System
 Fort Lauderdale
 Fort Myers
 Fort Pierce
 Fort Walton Beach
 Gainesville
 Greater Orlando Aviation Authority
 Green Cove Springs
 Greenacres
 Gulfport
 Hallandale
 Hernando County
 Highland Beach

Highlands County
 Hillsborough County
 Holly Hill
 Hollywood
 Indian River County
 Jacksonville
 Juno Beach
 Jupiter
 Key Biscayne
 Key West
 Key West Utility Board
 Kissimmee
 Kissimmee Utility Authority
 Lake County
 Lake Mary
 Lake Park
 Lake Worth
 Lakeland
 Lantana
 Largo
 Lauderdale
 Lee County
 Leesburg
 Longboat Key
 Maitland
 Manatee County
 Margate
 Marion County
 Metro-Dade County
 Metropolitan Dade County Aviation
 Department
 Miami
 Miami Beach
 Miami-Dade Water and Sewer
 Authority Department
 Miami Department of Off-Street
 Parking
 Miami Shores Village
 Miami Springs
 Miramar
 Monroe County
 Mount Dora
 Naples
 New Port Richey
 New Smyrna Beach
 New Smyrna Beach Utilities
 Commission
 Niceville
 North Lauderdale
 North Miami
 North Miami Beach
 North Palm Beach
 Oakland Park
 Ocala
 Ocoee
 Oldsmar
 Okaloosa County
 Opa-locka
 Orange County

Orlando
 Ormond Beach
 Osceola County
 Oviedo
 Palatka
 Palm Bay
 Palm Beach
 Palm Beach County
 Palm Beach County School Board
 Palm Beach County Solid Waste
 Authority
 Palm Springs
 Parkland
 Pasco County
 Pembroke Pines
 Pensacola
 Perry
 Pinellas County
 Pinellas County Juvenile Welfare
 Board
 Pinellas Park
 Polk County
 Pompano Beach
 Port Everglades Authority
 Port Orange
 Port St. Lucie
 Punta Gorda
 Putnam County
 Royal Palm Beach
 Safety Harbor
 Saint Augustine
 Saint Johns County
 Saint Petersburg
 Sanford
 Sanibel
 Sarasota
 Sarasota County
 Seminole County
 South Daytona
 South Florida Water Management
 District
 South Miami
 South Pasadena
 Southwest Florida Water
 Management District
 Suwannee River Water Management
 District
 Tallahassee
 Tamarac
 Tampa
 Tarpon Springs
 Temple Terrace
 Tequesta
 Titusville
 Treasure Island
 Tri County Commuter Rail Authority
 Venice
 Vero Beach
 Volusia County

Volusia County Council of
 Governments
 Walton County
 West Melbourne
 West Palm Beach
 Winter Haven
 Winter Park

Georgia

Albany
 Alpharetta
 Americus
 Athens-Clarke County
 Atlanta
 Atlanta Regional Commission
 Bibb County
 Calhoun
 Canton
 Chatham County
 Clayton County
 Clayton County Water Authority
 Cobb County
 Cobb County School District
 Columbus Consolidated
 Government
 DeKalb County
 East Dublin
 East Point
 Fairburn
 Fayette County Water System
 Floyd County
 Forest Park
 Fulton County
 Gainesville
 Georgia Environmental Facilities
 Authority
 Georgia Teachers' Retirement
 System
 Glynn County
 Gordon County
 Gwinnett County
 Hall County
 Laurens County
 Macon
 Manchester
 Marietta
 Marietta City School System
 Milledgeville
 Muscogee County School District
 Palmetto
 Peachtree City
 Powder Springs
 Rockmart
 Rome
 Roswell
 Savannah
 Smyrna
 Thomaston

Thomasville
Toccoa
Troup County
Union City
Upson County
Valdosta
Woodstock

Hawaii

Hawaii County
Hawaii Employees' Retirement
System
Honolulu, City and County of
Maui County
State of Hawaii

Idaho

Ada County
Canyon County
Idaho Falls
Idaho Public Employee Retirement
System
Lewiston
Moscow School District No. 281
Nampa
School District No. 25

Illinois

Addison
Addison Park District
Arlington Heights
Arlington Heights Park District
Barrington
Bartlett
Bensenville
Bloomington
Bloomington
Bloomington Firemen's Pension
Fund
Bloomington Police Pension Fund
Bolingbrook
Brookfield
Buffalo Grove
Burr Ridge
Carbondale
Carol Stream
Champaign
Champaign County
Chicago Firemen's Annuity and
Benefit Fund
Chicago Laborers' Retirement Board
and Employees' Annuity and
Benefit Fund
Chicago Municipal Employees'
Annuity and Benefit Fund

Chicago Policemen's Annuity
and Benefit Fund
Chicago Public School Teachers'
Pension and Retirement Fund
Clarendon Hills
Community Consolidated School
District No. 59
Community Consolidated School
District No. 93
Country Club Hills
Crystal Lake
Darien School District No. 61
Decatur
Deerfield
DeKalb County
Des Plaines
Des Plaines Park District
Downers Grove
Downers Grove Park District
DuPage County
DuPage County Forest Preserve
District
Elgin
Elk Grove Village
Elmhurst
Evanston
Flossmoor
Frankfort
Geneva Community Unit School
District No. 304
Glen Ellyn
Glen Ellyn Park District
Glencoe
Glendale Heights
Glenview
Hanover Park
Hazel Crest
Highland Park
Highland Park Park District
Hillside
Hoffman Estates
Homewood
Homewood-Flossmoor Park District
Illinois Employees' Retirement
System
Illinois General Assembly Retire-
ment System
Illinois Judges Retirement System
Illinois Municipal Retirement Fund
Illinois Teachers' Retirement System
Illinois Toll Highway Authority
Illinois Universities Retirement
System
Intergovernmental Risk Manage-
ment Agency
Johnsburg Community Unit School
District No. 12
Kane County
Lake County

Lake County Forest Preserve District
Lake Forest
Lake Zurich
Lincolnshire
Lisle Woodridge Fire Protection
District
Lombard
Macon County
Madison County
Matteson
McHenry Community High School
District No. 156
McLean County
Metropolitan Water Reclamation
District of Greater Chicago
Moraine Valley Community
College District No. 524
Morton Community College District
No. 527
Morton Grove
Morton Grove Park District
Mount Prospect
Naperville Park District
New Lenox
Niles
Normal
North Riverside
Northbrook
Northwest Suburban Municipal
Joint Action Water Agency
Northwest Water Commission
Oak Brook
Oak Lawn
Oak Park
Oakton Community College
District - 535
Orland Park
Palatine
Palos Hills
Palwaukee Municipal Airport
Commission
Park District Risk Management
Agency
Park Ridge
Park Ridge Recreation and Park
District
Peoria County
Rantoul
River Trails School District No. 26
Riverside
Rock Island
Rockford
Rockford Park District
Rolling Meadows
Roselle
Saint Charles
Schaumburg, Township of
Schaumburg, Village of
Skokie

Springfield
State of Illinois
Streamwood
Streator
Tinley Park
Urbana
Vernon Hills
Villa Park
Villa Park School District No. 45
Waukegan
Wheaton
Wheaton Park District
Wheeling
Wheeling Community Consolidated
School District No. 21
Willowbrook
Wilmette
Winnebago County
Winnebago County Forest Preserve
District
Wood Dale
Woodridge

Indiana

Allen County Public Library
Bloomington
Capital Improvement Board of
Managers
Concord Community Schools
East Chicago
Elkhart
Fishers
Fort Wayne
Fort Wayne-Allen County Airport
Authority
Hamilton County
Indianapolis
Indianapolis Airport Authority
Indianapolis-Marion County Public
Library
Indianapolis Public Transportation
Corporation
Marion County
Marion County Health and Hospital
Corporation
Mishawaka
Northwestern Indiana Regional
Planning Commission
Saint Joseph County Airport
Authority
South Bend

Iowa

Ames
Bettendorf
Cedar Falls

Cedar Rapids
Clinton Community School District
Davenport
Des Moines
Dubuque
Hawarden
Iowa City
Iowa Falls
Le Mars
Linn County
Mapleton
Mason City
North Scott Community School
District
Onawa
Orange City
Scott County
Sioux Center
Sioux City
University of Northern
Iowa
Urbandale
West Des Moines Community
School District

Kansas

Andover
Derby Unified School District
No. 260
El Dorado
Emporia
Harvey County
Johnson County
Junction City
Kansas City Board of Public Utilities
Kansas Department of
Transportation
Kansas Eastern Region Insurance
Trust
Lawrence
Lenexa
McPherson County
Newton
Olathe
Overland Park
Prairie Village
Salina
Salina Airport Authority
Sedgwick County
Shawnee Mission Unified
School District No. 512
Wichita
Wichita Public Schools Unified
School District No. 259

Kentucky

Bowling Green
Commissioners of the Sinking Fund
Commonwealth of Kentucky
Covington
Danville
Elizabethtown
Jefferson County Fiscal Court
Kentucky Teachers' Retirement
System
Louisville
Louisville and Jefferson County
Metropolitan Sewer District
Madisonville
Owensboro
Paducah

Louisiana

Baton Rouge, Parish of East Baton
Rouge
Bossier City
Caddo Parish Commission
Caddo Parish School Board
Calcasieu Parish Police Jury
Calcasieu Parish School Board
DeSoto Parish School Board
East Baton Rouge Parish School
Board
Iberville Parish School Board
Jefferson Parish
Jefferson Parish Public School
System
Lake Charles
Lake Charles Harbor and Terminal
District
Louisiana Teachers' Retirement
System
New Orleans Sewerage and Water
Board
Orleans Parish School Board
Ouachita Parish School Board
Rapides Parish School Board
Saint Bernard Parish School Board
Saint Charles Parish School Board
Saint Tammany Parish School
Board
Shreveport
Slidell
Tangipahoa Parish School System

Maine

Falmouth
Lewiston

Maryland

Allegany County
Annapolis
Anne Arundel County
Anne Arundel County Board of
Education and Public Schools
Baltimore
Baltimore County
Baltimore Elected Officials' Retirement System
Baltimore Employees' Retirement System
Baltimore Fire and Police
Employees' Retirement System
Bowie
Carroll County
Cecil County
College Park
Frederick
Frederick County
Gaithersburg
Greenbelt
Harford County
Howard County
Maryland State Retirement and
Pension System
Maryland-National Capital Park and
Planning Commission
Montgomery County
New Carrollton
Ocean City
Prince George's County
Prince George's County Board of
Education
Rockville
State of Maryland
Takoma Park
University of Maryland System

Massachusetts

Boston Water and Sewer
Commission
Cambridge
Commonwealth of Massachusetts

Michigan

Adrian
Alma
Ann Arbor
Bay County
Bedford
Big Rapids
Birmingham
Burton

Cadillac
Canton Charter Township
Dearborn
East Lansing
Fenton
Flint
Genesee County
Grand Blanc
Grand Rapids
Grosse Pointe Woods
Isabella County
Holland
Jackson
Kent County
Lansing
Macomb County
Madison Heights
Marquette
Michigan Municipal Employees
Retirement System
Michigan Public School Retirement
System
Michigan State Employees
Retirement System
Midland
Midland County
Mount Clemens
Mount Pleasant
Muskegon
Muskegon County
Oakland County
Ottawa County
Port Huron
Port Huron Area School District
Portage
Rochester Hills
Romulus
Saginaw
Saginaw Charter Township
Saginaw County
Saint Clair County
Southfield
State of Michigan
Sterling Heights
Washtenaw County
Wayne
Wyoming
Zeeland

Minnesota

Albert Lea
Anoka
Anoka County
Austin
Blaine
Bloomington
Blue Earth County

Breckenridge
Brooklyn Center
Brooklyn Park
Champlin
Chanhassen
Chaska
Columbia Heights
Coon Rapids
Cottage Grove
Dakota County
Detroit Lakes
Duluth
Eagan
East Grand Forks
Eden Prairie
Elk River
Fairmont
Falcon Heights
Faribault
Fergus Falls
Fridley
Golden Valley
Goodview
Grand Rapids
Hennepin County
Hopkins
Hugo
Inver Grove Heights
Lakeville
Mahtomedi
Mankato
Maple Grove
Maplewood
Metropolitan Council of the Twin
Cities Area
Metropolitan Transit Commission
Metropolitan Waste Control Com-
mission
Minneapolis
Minneapolis Employees Retirement
Fund
Minneapolis Fire Department Relief
Association
Minneapolis Library Board
Minneapolis-Saint Paul Metropolitan
Airports Commission
Minnetonka
Moorhead
Mora
Morris
Mound
Mounds View
New Brighton
New Hope
North Mankato
North Saint Paul
Oakdale
Olmsted County
Orono

Plymouth
Ramsey County
Rice County
Richfield
Robbinsdale
Rochester
Roseville
Saint Cloud
Saint Louis County
Saint Louis Park
Saint Paul
Saint Paul Housing and Redevelopment Authority
Shakopee
Shoreview
Shorewood
State of Minnesota
Stearns County
Stillwater
Suburban Hennepin Regional Park District
Wadena
Waseca
Washington County
Wayzata
West Saint Paul
Western Lake Superior Sanitary District
White Bear Lake
Willemie
Winona
Worthington

Mississippi

Jackson
McComb
Mississippi Public Employees' Retirement System
Ridgeland
State of Mississippi

Missouri

Arnold
Belton
Berkeley
Blue Springs
Boone County
Bridgeton
Chesterfield
Clayton
Cole County
Columbia
Columbia Public School District
Crestwood
Creve Coeur

Eldon
Ellisville
Ferguson
Franklin County
Fulton
Gladstone
Grandview
Harrisonville
Independence
Jackson County
Joplin
Kansas City
Kansas City School District
Kirksville
Kirkwood
Lake Saint Louis
Lee's Summit
Liberty
Little Blue Valley Sewer District
Manchester
Maryland Heights
Metropolitan Saint Louis Sewer District
Mexico
Mid-America Regional Council
Mid-America Regional Council Insurance Trust
Missouri Local Government Employees Retirement System
Missouri State Employees' Retirement System
Richmond Heights
Saint Charles
Saint Charles County
Saint Charles County Public Water Supply District No. 2
Saint Joseph
Saint Louis
Saint Louis Board of Education
Saint Louis County
Saint Peters
Springfield
University City

Montana

Billings
Bozeman
Bozeman School District No. 7
Butte-Silver Bow, City and County of
Helena
Missoula County
State of Montana
Yellowstone County

Nebraska

Beatrice
Bellevue
Lincoln
Norfolk
State of Nebraska
University of Nebraska

Nevada

Boulder City
Carson City
Clark County
Clark County Department of Aviation
Clark County Sanitation District
Clark County School District
Colorado River Commission of Nevada
Henderson
Las Vegas
Las Vegas-Clark County Library District
Las Vegas Convention & Visitors Authority
Las Vegas Valley Water District
Nevada Public Employees Retirement System
North Las Vegas
Regional Transportation Commission
Reno
Reno-Sparks Convention & Visitors Authority
Sparks
State of Nevada
Washoe County
Washoe County Airport Authority

New Hampshire

Derry
Laconia
New Hampshire Retirement System
Somersworth

New Jersey

Borough of Oakland
Delaware River Port Authority
New Jersey Water Supply Authority

New Mexico

Albuquerque

Carlsbad Municipal School
District C
Los Alamos County
Santa Fe

New York

Amherst
Binghamton
Buffalo Sewer Authority
Carmel
Cheektowaga
Cortlandt
Eden
Erie County
Evans
Greenburgh
Harrison
Hastings-on-Hudson Union Free
School District
Hempstead
Hornell
Lancaster
Mount Kisco
Nassau County
Newburgh
New Rochelle
New Rochelle City School
District
New York City
New York City Board of Education
Retirement System, Qualified
Pension
New York City Employees' Retirement
System and Group Life
Insurance Plan
New York City Fire Department
Pension Fund, Subchapter 2
New York City Police Pension Fund,
Subchapter 2
New York City Teachers' Retirement
System and New York City
Teachers' Group Term Life
Insurance
Orchard Park
Ossining
Port Authority of New York and
New Jersey
Putnam County
Rochester
Rochester City School District
Rockland County
Rockville Centre Village
Rye
South Orangetown Central School
District
State of New York
Suffolk County

Sullivan County
White Plains
White Plains City School District
Yonkers

North Carolina

Alamance County
Apex
Asheboro
Asheville
Asheville City Schools
Beaufort County Board of Education
Buncombe County
Burlington City Schools
Cabarrus County
Carteret County Schools
Cary
Catawba County
Chapel Hill
Charlotte
Charlotte-Mecklenburg Board of
Education
Chatham County
Concord
Craven County
Cumberland County
Dare County
Dare County Board of Education
Davidson County
Durham
Durham County School System
ElectriCities of North Carolina, Inc.
Elizabeth City
Enfield
Forsyth County
Garner
Goldsboro
Greensboro
Greenville
Guilford County
Harnett County
Harnett County Board of
Education
Havelock
Henderson
Henderson County
Hendersonville
Hickory City Board of Education
High Point
Iredell County
Jacksonville
Kannapolis
Kill Devil Hills
Kings Mountain District Schools
Kinston
Knightdale
Lenoir

Lexington
Lincolnton
Lumberton
Martin County
Mecklenburg County
Monroe Schools Board of Education
Moore County
Morehead City
Morganton
Morrisville
Nash County
Neuse River Council of Govern-
ments
New Hanover County
Newton
Onslow County
Orange County
Oxford
Person County
Pine Knoll Shores
Pitt County
Raleigh
Randolph County
Reidsville City Schools
Rockingham County
Rutherford County
Sanford
Southern Pines
Stanly County
Statesville
Surry County
Tarboro
Transylvania County
Wake County
Wake County Board of Education
Wake Forest
Whiteville City Schools
Wilmington
Wilson
Winston-Salem
Yancey County

North Dakota

Grand Forks
Minot
State of North Dakota

Ohio

Akron
Ashtabula
Ashtabula County
Athens County
Avon
Avon Lake City School District
Barberton

Beachwood City School District
 Beaver Creek
 Bedford
 Bedford Heights
 Bellefontaine
 Belmont County
 Berea City School District
 Blue Ash
 Brecksville
 Brook Park
 Brooklyn
 Brunswick
 Buckeye Local School District
 Bucyrus
 Butler County
 Central Ohio Transit Authority
 Chillicothe
 Cincinnati
 Clermont County
 Cleveland
 Cleveland City School District
 Cleveland Heights
 Cleveland Heights University
 Heights Public Library
 Columbus
 Columbus City School District
 Columbus Metropolitan Library
 Columbus Municipal Airport
 Authority
 Crawford County
 Cuyahoga County
 Cuyahoga Falls
 Cuyahoga Falls City School District
 Dayton
 Delaware County
 Dover
 Dublin
 Eaton
 Elyria
 Erie County
 Euclid
 Fairborn
 Fairfield
 Fairfield County
 Findlay
 Findlay City School District
 Forest Park
 Four County Joint Vocational
 School District
 Franklin County
 Franklin County Alcohol, Drug
 Addiction and Mental Health
 Services Board
 Fremont
 Gahanna-Jefferson Pubic School
 District
 Geauga County
 Great Oaks Joint Vocational School
 District

Greater Cleveland Regional Transit
 Authority
 Green
 Greene County
 Grove City
 Hamilton City School District
 Hamilton County
 Hilliard
 Holmes County
 Huron County
 Kent
 Kenton
 Kettering
 Knox County
 Lake County
 Lake Metroparks
 Lakewood
 Lancaster
 Lancaster City School District
 Lebanon
 Louisville
 Lucas County
 Mansfield
 Maple Heights
 Marion County
 Martins Ferry
 Medina County
 Mentor
 Mentor Exempted Village School
 District
 Miami County
 Miami Valley Risk Management
 Association
 Miamisburg
 Mid-Ohio Regional Planning
 Commission
 Middletown
 Middletown City School District
 Montgomery County
 Moraine
 Mount Vernon
 Muskingum County
 Newark
 North Canton
 North Olmsted City School District
 North Royalton
 Northwest Local School District
 Ohio Police and Firemen's
 Disability and Pension Fund
 Ohio Public Employees Deferred
 Compensation Program
 Ohio Public Employees Retirement
 System
 Ohio School Employees Retirement
 System
 Ohio State Highway Patrol
 Retirement System
 Ohio Teachers Retirement System
 Olmstead Falls City School District

Oxford
 Painesville
 Parma
 Pike County
 Pickerington Local School District
 Pioneer Joint Vocational School
 District
 Piqua
 Preble County
 Regional Income Tax Agency
 Reynoldsburg
 Richland County
 Rocky River
 Rocky River City School District
 Ross County
 Sandusky
 Seneca County
 South Euclid
 South-Western City School District
 Southwest Ohio Regional Transit
 Authority
 Springboro
 Springfield
 Springfield City School District
 Stark County Community Mental
 Health Board
 State of Ohio
 Strongsville
 Summit County
 Sycamore Community School
 District
 Sylvania City School District
 Talawanda City School District
 Tallmadge
 Toledo
 Toledo City School District
 Troy
 Tuscarawas County
 Upper Arlington
 Upper Arlington City School District
 Board of Education
 Urbana
 Vandalia
 Wapakoneta
 Warren County
 Wayne County
 Westerville
 Westlake
 Willard
 Willoughby
 Wooster
 Wyoming
 Xenia

Oklahoma

Cherokee Nation of Oklahoma
 Citizen Band Potawatomi Indians of
 Oklahoma
 Edmond
 Norman
 Oklahoma City
 Oklahoma City
 Department of Airports
 Oklahoma County
 Oklahoma Medical Center
 Oklahoma Municipal Power
 Authority
 Oklahoma State and
 Education Employees
 Group Insurance Board
 Oklahoma Turnpike Authority
 Sand Springs
 Stillwater
 Tulsa
 Tulsa County
 Union Public Schools
 University of Oklahoma
 University of Oklahoma Health
 Sciences Center

Oregon

Albany
 Ashland
 Ashland Parks and Recreation
 Commission
 Astoria
 Barlow/Gresham Union High
 School District No. U2-20JT
 Bear Creek Valley Sanitary Authority
 Beaverton
 Beaverton School District No. 48J
 Benton County
 Brookings Harbor Health District
 Central Point
 Chemeketa Community
 College
 Clackamas County
 Clackamas Community College
 Clackamas County School
 District No. 62
 Clackamas County School District
 No. 108
 Clackamas Water District
 Columbia County Administrative
 School District No. 5J
 Community Services Consortium
 Corvallis
 Corvallis School District No. 509J
 Cottage Grove
 Dallas
 Dalles

Deschutes County Administrative
 School District No. 1
 David Douglas School
 District/Multnomah County
 School District No. 40
 Douglas County
 Eugene
 Gladstone School District
 No. 115
 Gold Hill
 Grants Pass
 Gresham
 Gresham Grade School District No. 4
 Hermiston
 Hillsboro Elementary School
 District No. 7
 Jackson County
 Jackson County School District 549C
 Job Council
 Klamath Falls
 Lake Oswego
 Lane County School District No. 4J
 Lincoln County
 Lincoln County School District
 Linn County
 Marion County
 Marion County School District
 No. 24J
 McMinnville
 Medford
 Metro
 Milton-Freewater
 Milwaukie
 Multnomah County
 Multnomah County School District
 No. 1
 Multnomah County School District
 No. 7
 Newberg
 Newberg School District No. 29Jt
 North Bend
 Oregon Consortium
 Oregon Public Employees Retirement
 System
 Portland
 Portland Community
 College
 Portland Development Commission
 Redmond
 Redmond School District No. 2J
 Rogue River
 Sandy
 Sherwood School District No. 88J
 South Lane School District No. 45J3
 Springfield
 State of Oregon
 Tigard
 Tigard-Tualatin School District
 No. 23J

Tillamook County
 Troutdale
 Tualatin
 Tualatin Valley Fire and Rescue
 Tualatin Valley Water District
 Washington County
 Washington County
 Unified Sewerage Agency
 West Linn
 Yamhill County

Pennsylvania

Allegheny County Sanitary
 Authority
 Allegheny County and Allegheny
 County Institution District
 Allentown
 Bucks County
 Bucks County Water and Sewer
 Authority
 Carlisle Borough
 Chester County
 Chichester School District
 Commonwealth of Pennsylvania
 Commonwealth of Pennsylvania
 Public School Employees'
 Retirement System
 Cumberland County
 Erie
 Erie County
 Great Valley School District
 Harrisburg
 Lancaster County
 Lehigh County Authority
 Lower Allen Township
 Lower Makefield
 Lycoming County
 Monroeville
 Mount Lebanon
 Mount Lebanon School District
 Neshaminy School District
 Northampton County
 O'Hara
 Penn Hills
 Pennsylvania Municipal Retirement
 System
 Pennsylvania Turnpike Commission
 Perkiomen Valley School District
 Peters Township
 Philadelphia
 Philadelphia School District
 Pittsburgh
 Shaler Area School District
 Trinity Area School District
 Upper Saint Clair
 Westmoreland County
 Whitehall

York County

Rhode Island

Bristol
Cranston
Foster
Narragansett
North Kingstown
North Providence
South Kingstown

South Carolina

Abbeville
Aiken
Beaufort County School District
Charleston
Charleston City Commissioners of
Public Works
Charleston County
Clemson
Clinton
Columbia
Conway
Grand Strand Water and Sewer
Authority
Greenville
Greenville County
Greenville County School District
Greenwood County
Hilton Head Island
Horry County
Lexington County
Mount Pleasant
Myrtle Beach
North Augusta
North Charleston
North Myrtle Beach
Orangeburg County
Richland County
Richland County School District
No. 1
Richland County School District
No. 2
Rock Hill
South Carolina Retirement Systems
Spartanburg
State of South Carolina
Surfside Beach
West Columbia
York County

South Dakota

Sioux Falls
Watertown
Yankton

Tennessee

Athens
Bartlett
Brentwood
Chattanooga
Cleveland
Collierville
Farragut
Franklin
Germantown
Hamilton County
Hendersonville
Knoxville
Johnson City
Memphis
Memphis-Shelby County Airport
Authority
Nashville and Davidson County
Metropolitan Government
Oak Ridge
Shelby County
Smyrna
State of Tennessee
Tennessee Consolidated Retirement
System
Tullahoma
White House

Texas

Abilene
Abilene Regional Mental Health
Mental Retardation Center
Addison
Alamo Area Council of Governments
Alice
Alief Independent School District
Alvin
Amarillo
Andrews
Arlington
Arlington Independent School
District
Austin
Austin Independent School District
Baytown
Beaumont
Bee County
Bell County
Bellaire
Belton
Benbrook
Bexar County
Big Spring
Birdville Independent School
District

Boerne
Brazos County
Brazos River Authority
Brazos River Harbor Navigation
District (Port of Freeport)
Brenham
Brownsville
Bryan
Burleson
Cameron County
Canadian
Capital Area Planning Council
Carrollton
Carrollton Farmers Branch
Independent School District
Carthage
Cedar Hill
Cedar Hill Independent School
District
Cedar Park
Center for Health Care Services
Central Texas Council of Govern-
ments
Cibolo
Cleburne
College Station
Colleyville
Collin County
Colony
Comal County
Conroe Independent School District
Coppell
Copperas Cove
Copperas Cove Independent School
District
Corinth
Corpus Christi
Corpus Christi Regional
Transportation Authority
Crowley
Dalhart
Dallas
Dallas County
Dallas Fort Worth International
Airport Board
Dallas Independent School District
DeSoto
DeWitt County
Deer Park
Del Rio
Denton
Denton County
Denton Independent School District
Duncanville
Eagle Lake
Eagle Pass
Eanes Independent School District
Ector County Independent School
District

Edinburg
Edgewood Independent School
District
El Paso County
Ennis
Euless
Farmers Branch
Flower Mound
Floydada
Forney
Fort Bend County
Fort Bend Independent School
District
Fort Worth
Fort Worth Independent School
District
Friendswood
Gainesville
Galveston
Garland
Garland Independent School District
Georgetown
Grand Prairie
Grapevine
Grapevine-Colleyville Independent
School District
Grayson County
Greater Texoma Utility Authority
Greenville
Groves
Guadalupe-Blanco River Authority
Gulf Coast Waste Disposal
Authority
Haltom City
Harlingen
Harris County
Harris County Appraisal District
Harris County Children's Protective
Services
Harris County Metropolitan Transit
Authority
Highland Park
Highland Park Independent School
District
Highland Village
Houston Firemen's Relief and
Retirement Fund
Houston-Galveston Area Council
Houston Independent School District
Howard County
Humble Independent School District
Huntsville
Hurst
Ingleside
Irving
Irving Independent School District
Jasper
Jim Wells County
Johnson County

Katy
Katy Independent School District
Keller
Kerrville
Killeen
Killeen Independent School District
Kingsville
La Porte
Lackland Independent
School District
Lake Dallas Independent School
District
Lancaster
Lancaster Independent School
District
Laredo
League City
Lewisville
Livingston
Longview
Lubbock
Lubbock Independent School
District
Mansfield
McAllen
McKinney
McLennan County
Mesquite
Midland
Milam County
Missouri City
Montgomery County
Mount Pleasant
New Braunfels
New Braunfels Utilities
New Caney Independent School
District
North Central Texas Council of
Governments
North East Independent School
District
North Richland Hills
North Texas Municipal Water
District
Northside Independent School
District
Odessa
Orange
Palestine
Pampa
Panhandle Regional Planning
Commission
Pearland
Perryton
Plano
Plano Independent School District
Port Arthur
Port Lavaca
Port Neches

Port of Corpus Christi Authority of
Nueces County
Port of Houston Authority of Harris
County
Raymondville
Richardson
Richardson Independent School
District
Rockwall
Rosenberg
Round Rock
Round Rock Independent School
District
Rowlett
Rusk County
Sabine River Authority of Texas
Saginaw
San Antonio
San Antonio Independent School
District
San Antonio River Authority
San Felipe Del Rio Consolidated
Independent School District
San Marcos
San Patricio County
San Patricio County Drainage
District
Schertz
Seabrook
Seguin Independent
School District
Sherman
Snyder
Southlake
South Padre Island
South Plains Association of
Governments
Spring Branch Independent
School District
Spring Independent School District
State of Texas
Stephenville
Sugar Land
Sulphur Springs
Sweetwater
Tarrant Appraisal District
Tarrant County Mental Health and
Mental Retardation Center
Tarrant County Junior College
District
Temple
Terrell
Texarkana
Texas County and District Retire-
ment Systems
Texas Employees Retirement
System
Texas Municipal Retirement System
Texas Teacher Retirement System

Tomball
 Travis County
 Tyler
 University Park
 Uvalde
 VIA Metropolitan Transit
 Victoria
 Waco
 Watauga
 Weatherford
 Weatherford Independent School
 District
 Webb County
 Webster
 West University Place
 Wharton
 Wharton County
 Wheeler
 White Settlement
 Wichita Falls
 Wichita Falls Independent School
 District
 Willacy County
 Williamson County
 Wylie

Utah

Alpine School District
 Bountiful
 Brigham City Corporation
 Davis County School District
 Granite School District
 Jordan School District
 Murray City Corporation
 Ogden
 Orem
 Park City Municipal Corporation
 Provo
 Roy
 Saint George
 Salt Lake City Corporation
 Salt Lake City School District
 Salt Lake County
 Sandy City
 Sevier School District
 South Jordan
 State of Utah
 Utah Retirement Systems
 Weber County
 West Jordan

Virginia

Albemarle County Service Authority
 Alexandria
 Arlington County

Ashland
 Blacksburg
 Buena Vista
 Capital Regional Airport
 Commission
 Charlottesville
 Charlottesville-Albemarle Airport
 Authority
 Chesapeake
 Chesterfield County
 Colonial Heights
 Commonwealth of Virginia
 Danville
 Fairfax
 Fairfax County
 Frederick County
 Fredericksburg
 Front Royal
 Hampton
 Hampton Roads Sanitation District
 Hanover County
 Henrico County
 Herndon
 Hopewell
 Hopewell School Board
 James City County
 James City Service Authority
 Leesburg
 Loudoun County
 Loudoun County Sanitation
 Authority
 Manassas
 Manassas Park
 Metropolitan Washington Airports
 Authority
 Montgomery County
 Newport News
 Norfolk
 Poquoson
 Portsmouth
 Prince William County
 Prince William County Park
 Authority
 Prince William County Service
 Authority
 Pulaski
 Rapidan Service Authority
 Richmond
 Richmond City School Board
 Richmond Retirement System
 Rivanna Solid Waste Authority
 Rivanna Water & Sewer Authority
 Roanoke
 Roanoke County
 Roanoke Pension Plan
 Rockingham County
 Rocky Mount
 Salem
 Stafford County

Staunton
 Suffolk
 Upper Occoquan Sewage Authority
 Vienna
 Virginia Beach
 Virginia Retirement System
 Williamsburg
 Winchester
 York County

Washington

Ana Cortes
 Auburn
 Bellevue
 Camas
 Chehalis
 Clark County
 Clark County Public Transportation
 Benefit Area Authority
 Community Transit
 Cowlitz County
 Edmonds
 Everett
 Federal Way
 Hazel Dell Sewer District
 Intercity Transit
 Kennewick
 King County
 Kitsap County
 Lewis County
 Lynnwood
 Mount Vernon
 Pierce County
 Pierce Transit
 Port of Bellingham
 Port of Tacoma
 Port of Vancouver
 Puyallup
 Redmond
 Renton
 Richland
 SeaTac
 Seattle
 Seattle City Employees' Retirement
 System
 Seattle School District No. 1
 Shelton
 Skagit County
 Snohomish County
 State of Washington
 Tacoma
 Tacoma Employees' Retirement
 System
 Tacoma Metropolitan Park District
 Tacoma School District No. 10
 Tukwila
 Vancouver

Washington State Lottery
 Yakima
 Yakima County
 Yakima Public Schools

West Virginia

West Virginia Division of Highways
 West Virginia Parkways, Economic
 Development and Tourism
 Authority

Wisconsin

Appleton
 Area Vocational, Technical and
 Adult Education, District No. 4
 Ashwaubenon
 Brown County

Dane County
 Eau Claire
 Fox Valley Vocational, Technical
 and Adult Education District
 Franklin
 Germantown
 Green Bay
 Green Bay Metropolitan Sewerage
 District
 Little Chute
 Manitowoc County
 Marathon County
 Milwaukee County
 Milwaukee Public Schools
 Milwaukee Metropolitan Sewerage
 District
 Neenah
 Outagamie County
 L. E. Phillips Memorial Public
 Library

Sheboygan
 Shorewood
 Waukesha County
 Waukesha County Area Vocational,
 Technical and Adult Education
 District
 Winnebago County

Wyoming

Casper
 Cheyenne
 Cheyenne Board of Public Utilities
 Jackson
 Laramie
 Riverton
 Teton County
 Uinta County
 Wyoming Retirement Systems

TECHNICAL SERVICES CENTER

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Gregory S. Allison - Assistant Director
North T. Jersild - Assistant Director
James M. Falconer - Manager
Roscoe C. Stelford - Manager
Douglas M. Haywood - Senior Program Associate
Farokh Ali - Program Associate
Janie C. Beck - Program Associate

Jim C. Lau - Program Associate
Yung W. Oh - Program Associate
James A. Phillips - Program Associate
Dorothy D. Ray - Secretary
Kathleen Schultz - Secretary
Delores Smith - Secretary

Special Review Committee Members By Position

	<u>1993</u>	<u>1992</u>	<u>1991</u>	<u>1990</u>	<u>1989</u>	<u>1988</u>
Government						
Comptroller	44	48	41	28	22	25
Finance Director	106	103	92	78	60	56
Assistant Finance Director	37	43	37	30	20	18
Accounting Department	63	63	52	49	43	39
Internal Audit Department	22	25	20	18	17	12
Other	<u>65</u>	<u>64</u>	<u>67</u>	<u>52</u>	<u>50</u>	<u>43</u>
Total Government	<u>337</u>	<u>346</u>	<u>309</u>	<u>255</u>	<u>212</u>	<u>193</u>
CPA Firms						
Partner	146	154	139	128	113	114
Principal	10	9	7	5	6	5
Manager	118	124	118	106	94	75
Supervisor	20	15	9	14	13	11
Other	<u>23</u>	<u>2</u>	<u>16</u>	<u>3</u>	<u>13</u>	<u>7</u>
Total CPA Firms	<u>317</u>	<u>304</u>	<u>289</u>	<u>256</u>	<u>239</u>	<u>212</u>
Accounting Professors	19	20	20	22	20	17
Other	<u>20</u>	<u>33</u>	<u>8</u>	<u>20</u>	<u>11</u>	<u>11</u>
Total SRC Members	<u>693</u>	<u>703</u>	<u>626</u>	<u>553</u>	<u>482</u>	<u>433</u>

SPECIAL REVIEW EXECUTIVE COMMITTEE

Barbara R. Hennessy, Committee Chair,
City Controller, City of Long Beach, California

Rufus Glasper, Associate Vice Chancellor for Financial Operations, Maricopa Community Colleges, Tempe, Arizona

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SPECIAL REVIEW COMMITTEE MEMBERS BY STATE

As of December 31, 1993

*Between five and ten years on the committee

**More than ten years on the committee

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Gerald A. Zochowski, Accounting Director, City of Yuma, Arizona

Arkansas

C. Keith Conine, Audit Manager, Deloitte & Touche, City of Little Rock, Arkansas

Rachel K. Fletcher, Partner, Kremer & Associates, Ltd., Little Rock, Arkansas

California

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**R. Edward Beranek, Partner, Edwards, Eichel & Beranek, Pasadena, California
Cory Biggs, Audit Manager, Maze & Associates, Walnut Creek, California
Dale L. Cassidy, Audit Manager, Coopers & Lybrand, San Jose, California
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**Barbara D. Green, Director of Fiscal Services, San Jose State University, San Jose, California
*Derek Hanway, Finance Director, City of Alhambra, California
Kevin W. Harper, Senior Audit Manager, Deloitte & Touche, Oakland, California
William P. Hays, Partner, Clyde W. Brown Associates, Salinas, California
*Barbara R. Hennessy, City Controller, City of Long Beach, California
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William H. Lewis, Assistant Finance Director, City of Lancaster, California
John A. Long, Audit Manager, Willis & Walsh, CPAs, Citrus Heights, California
*Clifford A. Mansfield, Van Nuys, California
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*Scott Morgan, Finance Director, City of Rancho Mirage, California

Ted Nix, Director of Finance, City of Montebello, California
*Mark A. Paul, Director of Finance, City of Santa Barbara, California
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Carlos J. Reynoso, Carlos J. Reynoso, CPA, Paso Robles, California
Don Rhoads, Assistant Director of Finance, City of Porterville, California
M. Patricia Rives, Partner, Moreland & Associates, Newport Beach, California
*Nick D. Rives, Finance Director, City of Inglewood, California
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James Rostron, Roseville, California
Thomas Alan Rubin, Controller-Treasurer, South California Rapid Transit District, Sherman Oaks, California
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Jay E. Siegel, Vice President, Miranda, Strabala & Associates, Santa Ana, California
Andrew T. Souza, Controller, City of Fresno, California
J. C. Squires, Deputy City Auditor, City of Long Beach, California
Terry J. Stigall, Finance Director, Vallejo Sanitation/Flood Control District, Vallejo, California
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Ann-Marie Walsh, Manager, C. G. Uhlenberg & Co., Redwood City, California
Alex E. C. Yuen, Associate Professor of Accounting, San Francisco State University, San Francisco, California

Colorado

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Kay Arbogast, Assistant Director/Accounting Department, Arapahoe County, Littleton, Colorado
*Larry Atchison, Shareholder CPA, Anderson & Whitney P.C., Greeley, Colorado
*Larry R. Beardsley, CPA - Audit Principal, Van Schooneveld and Co., Inc. CPA's, Englewood, Colorado

*Wayne M. Bettendorf, Treasurer, Harrison School District
Two, Colorado Springs, Colorado
Pamela L. Borup, Broomfield, Colorado
*Tom Breed, Partner/CPA Practice, Haley & Breed
CPA's, Durango, Colorado
*Robert R. Bressan, Owner, Robert R. Bressan, CPA,
Colorado Springs, Colorado
Michael Clark, Director of Internal Audit, City of Denver,
Colorado
C. Don Cole, Assistant Director for Systems & Finance,
Denver Employees Retirement Plan, Denver, Colorado
Mary Bower Cottrell, Manager, Yale & Seffinger, P.C.,
Denver, Colorado
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District, Denver, Colorado
Michael L. Dixon, CPA, Brush, Colorado
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Longmont, Colorado
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Colorado
Dean H. Johnson, Partner, Johnson, Holscher, Plutt & Co.,
P.C., Englewood, Colorado
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Fort Collins, Colorado
Gary Matthews, Manager, Yanari, Watson, Lyons & Co.,
P.C., Englewood, Colorado
Ezekiel O. Orji, Ph.D., CPE, Finance Director, Regional
Transportation District, Denver, Colorado
Mary Schweers, Controller, City of Greeley, Colorado
Bart A. Skidmore, Controller, Douglas County School
District Re 1, Castle Rock, Colorado
Glenn W. Smith, Treasurer, City of Aurora, Colorado
Jeannie K. Tacker, Fiscal Officer, Weld County Div. of
Human Resources, Evans, Colorado
James R. Tansey, Director of Finance, City of Central,
Colorado
Michael Varnet, Fiscal Officer, Pikes Peak Library District,
Colorado Springs, Colorado
Scott C. Wright, Chief Financial Officer, City of
Northglenn, Colorado

Connecticut

Joseph Centofanti, Supervisor, Kostin, Ruffkess &
Company, New Britain, Connecticut
*Edward B. Gomeau, Director of Finance, Town of
Stratford, Connecticut
*Patrick F. Hardiman, Partner, Deloitte & Touche,
Wilton, Connecticut
*Glenn S. Klocko, Director of Finance, Town of Avon,
Connecticut
**John S. Pavlik, Partner, Kostin, Ruffkess & Company,
West Hartford, Connecticut
**James S. Remis, Partner, Federman & Lally, CPAs,
Farmington, Connecticut

Delaware

*Mike C. Karia, Finance Director/Treasurer, City of
Dover, Delaware
**Ronald A. Morris, Budget & Accounting Manager,
New Castle County, Wilmington, Delaware
*Janis C. Nesterak, Partner, Faw, Casson & Co., Dover,
Delaware

District of Columbia

**Bert T. Edwards, Partner, Arthur Andersen & Co.,
Washington, D.C.
**Irwin T. David, Deputy Chief Financial Officer,
U.S. Department of Agriculture, Washington, D.C.
Stuart L. Graff, Director/Financial Reporting & Technical
Issues, U.S. Department of Education, District of
Columbia, Washington, D.C.
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Washington, D. C.
**Charles I. Johnson, III, Manager, KPMG Peat Marwick,
Washington, D.C.
George N. Letsa, CPA, Controller, District of Columbia
Public School, Washington, D.C.
David J. Rada, Manager, Coopers & Lybrand,
Washington, D.C.
**Edwin G. Ross, Director of Accounting & Research,
District of Columbia, Washington, D.C.
*Steven Solomon, Financial Reporting & Technical Issues
Staff, Department of Education, Washington, D.C.
**Roger R. Stoltz, Group Director, U.S. General
Accounting Office, Washington, D.C.

Florida

John S. Abbott, Jr., Senior Associate, Coopers & Lybrand,
Tampa, Florida
**Damon R. Adams, Director of Finance, City of Fort
Lauderdale, Florida
T. M. Adkins, Partner, Saltmarsh Cleaveland & Gund
CPAs, Pensacola, Florida
*Robert J. Armstrong, Audit Partner, Valdes, McLain,
Pratt & Co., Bradenton, Florida
Russell T. Baker, Assistant Finance Director, Charlotte
County, North Ft. Myers, Florida
Mark Bates, Finance Director, North Lauderdale, Florida
*Edward J. Beck, Partner, Bray, Beck & Koetter, CPAs,
Titusville, Florida
Cynthia D. Borders-Byrd, Audit Manager, Arthur
Andersen & Co., Fort Lauderdale, Florida
*Sharon A. Brown, Assistant Dean, University of Miami,
Coral Gables, Florida
Bruce C. Byrd, Senior Public Accounts Auditor, Auditor
General, State of Florida, Gainesville, Florida
Susan Hall Chapman, Accounting Manager, Orange
County Comptroller, Orlando, Florida

G. Jerry Chiocca, CPA, Partner, Rachlin & Cohen,
Coral Gables, Florida

Jacki Churchill, Finance Manager, Greater Orlando
Aviation Authority, Orlando, Florida

Ronald A. Conrad, Senior Manager, Deloitte & Touche,
Orlando, Florida

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*Frederick R. Kruse, Audit Manager, Coopers & Lybrand, Cross City, Ohio

John T. Lyons, Finance Director, City of Middletown, Ohio

Gregory A. Mason, Assistant Deputy Auditor, Auditor of State of Ohio, Columbus, Ohio

Aleisa K. Masters, Assistant Auditor, Auditor of State of Ohio, Mt. Vernon, Ohio

Terri L. Mayle, Financial Director, City of Montgomery, Ohio

Donald T. McIntosh, Assistant Auditor of State of Ohio, Auditor of State of Ohio, Byesville, Ohio

Diane L. Norby, Financial Analyst, City of Kettering, Ohio

*Dan M. Patrick II, Finance Director, City of Olmsted Falls, Ohio

Virginia Price, Accountant, City of Wooster, Ohio

**James B. Pyers, Director of Finance, City of Wooster, Ohio

**William J. Reidy, Partner, Coopers & Lybrand, Cleveland, Ohio

Jeanne M. Renick, Accountant, City of Dayton, Ohio

Jane A. Schmitz, Financial Reporting Manager, State of Ohio, Columbus, Ohio

Jeff Richard Schroeder, Assistant Auditor, State of Ohio, Toledo, Ohio

*William C. Severns, Director of Special Projects, Office of Auditor of State, Columbus, Ohio

Thomas R. Severns, Comptroller, Police & Firemen Disability Pension Plan of Ohio, Columbus, Ohio

*Robert A. Slater, Chief Financial Officer, Teachers Retirement System of Ohio, Columbus, Ohio

Daniel N. Smith, Finance Director, City of Fairborn, Ohio

Mark Snodgrass, Assistant Director - Controller, Public Employees Retirement System, Columbus, Ohio

Kevin L. Snyder, Director of Quality Control & Government Services, Brott, Kusmits, Mardis & Co., Akron, Ohio

Joel E. Sofranko, Chief Financial Officer, Ohio School Employees Retirement System, Columbus, Ohio
Paul D. Strickfaden, Chief Deputy Auditor, Erie County, Sandusky, Ohio
Christine M. Syrianoudis, Assistant Director of Quality Assurance, Auditor of State of Ohio, Youngstown, Ohio
Stacey L. Thomas, Accountant, City of Wooster, Ohio
Mark S. Weatherman, Principal, Clark, Schaefer, Hackett & Co., Springfield, Ohio
**James M. Williams, Partner, Ernst & Young, Cleveland, Ohio
*Harold I. Zeidman, Partner, KPMG Peat Marwick, Columbus, Ohio
Donna Zianni, Senior Associate - Audit, Coopers & Lybrand, Columbus, Ohio

Oklahoma

Larry D. Clements, CPA, State and Education Employee Group Insurance Board, Oklahoma City, Oklahoma
*Mike Crawford, President, Michael A. Crawford, Inc., Oklahoma City, Oklahoma
*Larry L. Gibson, Partner, Stanfield & O'Dell, Tulsa, Oklahoma
*Catharine A. Howell, Accounting Superintendent, City of Oklahoma City, Oklahoma
*Robert A. Lewis, Assistant Finance Director, City of Oklahoma City, Oklahoma
*Carl E. Remus, Deputy Director, Finance & Admin., Tulsa Airport Authority, Tulsa, Oklahoma
**Daniel E. Schultz, Jr., Partner, Coopers & Lybrand, Tulsa, Oklahoma

Oregon

Angus M. Anderson, Finance Director, City of Milwaukie, Milwaukie, Oregon
*L. Parry Ankersen, CPA, Portland, Oregon
Gerald W. Burns, Owner, Gerald W. Burns, CPA, Medford, Oregon
Larry L. Dickson, Partner, Isler & Co., Medford, Oregon
Don R. Doerr, Partner, Coopers & Lybrand, Eugene, Oregon
*Neil S. Erickson, Manager, Grant Thornton, Portland, Oregon
Hallis, Shareholder, Gregor, P.C., CPAs, Eugene, Oregon
**Roger A. Korvola, Partner, Talbot, Korvola & Warwick, Portland, Oregon
Jerry Jones, Budget & Finance, South Lane School District, Cottage Grove, Oregon
John W. Joyce, Partner, Coopers & Lybrand, Eugene, Oregon
James R. Krueger, Finance Director/Treasurer, Bear Creek Valley Sanitary Auth., Medford, Oregon
A. John Montgomery, Accounting Officer, Linn County, Albany, Oregon

Gerald J. Moro, Partner, Barnett, Dennis & Moro, Hermiston, Oregon
Chris Robuck, University of Oregon, Eugene, Oregon
Rodolfo D. Sarmiento, Finance Director, City of Beaverton, Beaverton, Oregon
*Mary Alice Seville, Associate Professor of Accounting, Oregon State University, Corvallis, Oregon
Charles A. Swank, Shareholder, Faler, Grove & Mueller, Salem, Oregon

Pennsylvania

*Kevin P. Boland, Manager, KPMG Peat Marwick, Pittsburgh, Pennsylvania
*Fay K. Boland, Pittsburgh, Pennsylvania
**Irvin R. Davis, Managing Director, School District of Philadelphia Pennsylvania
*Mary Anne Gaffney, Associate Professor, Temple University, Philadelphia, Pennsylvania
Regis P. Garris, Jr., Deputy County Controller, Westmoreland County, Greensburg, Pennsylvania
*Daniel L. Kovlak, Partner, KPMG Peat Marwick, Harrisburg, Pennsylvania
Robert S. Lent, Jr., Principal, Maher Duessel, CPAs, Pittsburgh, Pennsylvania
Charles E. Linderman, Director of Business Affairs, Great Valley School District, Devault, Pennsylvania
Kenneth J. Mabe, Accounting Manager, City of Philadelphia, Pennsylvania
John Marcarelli, Executive Director, Upper Gwynedd-Towamencin Municipal Authority, Lansdale, Pennsylvania
*Alan R. Miller, Harrisburg, Pennsylvania
Frank J. Miller, Principal, Hege, Kramer Connell Murphy Goldkamp, Horsham, Pennsylvania
*Gerald L. Santilli, Director of Accounting Services, School District of Philadelphia, Pennsylvania
Albert F. Scaperotto, Deputy City Auditor, City of Philadelphia, Pennsylvania
John C. Stillwaggon, Supervisor, McKonley & Asbury, Camp Hill, Pennsylvania
Stephanie L. Sweeney, Manager, Maher Duessel, CPAs, Pittsburgh, Pennsylvania
**Marcia L. Taylor, Assistant Manager, Mt. Lebanon, Pittsburgh, Pennsylvania

Rhode Island

Patricia A. Boucher, CPA, Parmelee, Bacon & Edge, Cranston, Rhode Island
Leah E. Edge, Manager, Parmelee, Bacon & Edge, Cranston, Rhode Island
John A. Parmelee, North Scituate, Rhode Island
*Michael R. Saunders, Saunders & Associates, Newport, Rhode Island
James D. Wilkinson, Jr., Manager, Cayer, Prescott Associates, Inc., Providence, Rhode Island

South Carolina

*Steven L. Blake, Shareholder, Cline, Brandt, Kochenower & Co., P.A., Gaffney, South Carolina
J. Robert Calliham, Chairman/Audit Division Director, Smith, Sapp, Crumpler & Calliham, P.A., Myrtle Beach, South Carolina
Robert B. Chestnut, Associate for Business Services, Richland County School District One, Columbia, South Carolina
*William J. Condon, Jr., Director of Administration, Housing Authority/City of Charleston, South Carolina
John Gilmore Game, Audit Partner, Gamble, Givens & Moody, P.A., North Charleston, South Carolina
Thomas E. Garbett, Partner, William F. Muckenfuss & Assoc. CPAs, Mt. Pleasant, South Carolina
Robert A. Keisler, Partner, Burkett, Burkett & Burkett, CPAs, P.A., Cayce-West Columbia, South Carolina
Gregory P. McLain, Partner, McLain, Moise & Associates, P.C., Charleston, South Carolina
Wesley Ropp, Administrator of Finance, Commissioners of Public Works, Charleston, South Carolina
Sherri C. Strickland, Murrells Inlet, South Carolina
Thomas Leon Wagner, Jr., Director of State Audits, South Carolina State Auditor's Office, Columbia, South Carolina

Tennessee

Anne Brading, Comptroller, City of Johnson City, Tennessee
Hal W. Canary, Jr., Canary Consulting, Inc., Memphis, Tennessee
Albert Kiser, Director of Accounting, Hamilton County Government, Chattanooga, Tennessee
Dianne Mitchell, Technical Review/Research, State of Tennessee, Nashville, Tennessee
*Richard V. Norment, Director of County Audit, Comptroller of Treasury, State of Tennessee, Nashville, Tennessee
John C. Pannell, Managing Director, Harb, Goldstine & Associates, P.C., Knoxville, Tennessee
*Clyde Phillips, Financial Director, Department of Finance & Administration, Nashville, Tennessee
**Robert E. Powell, CPA, Robert Powell & Associates, Gatlinburg, Tennessee
*Barbara K. White, Assistant Director, State of Tennessee Nashville, Tennessee

Texas

Kathleen M. Archambault, Finance Director, City of Mineral Wells, Texas
Donald Ashmore, Stockholder, Davis, Kinard & Co., P.C., Abilene, Texas
Robert Belt, Manager, Lairson, Stephens & Reimer, Houston, Texas

Linda R. Breazeale, County Auditor, Montgomery County, Conroe, Texas
William B. Brod, Manager, George, Moran & Sneed, P.C., Weatherford, Texas
*Becky L. Brooks, City Auditor, City of Arlington, Texas
Melani D. Carey, Manager-Accounting, Richardson Independent School District, Richardson, Texas
Ray Carrasco, Director of Finance & Administration, Brownsville Navigation District, Brownsville, Texas
**Donald H. Cormie, Partner, Padgett, Stratemann & Company, San Antonio, Texas
*A. Lewis Crain, Partner, Lewis Crain, CPA, Arlington, Texas
Sara S. Culbreth, Finance Director, City of Beaumont, Texas
James C. Curry, Audit Manager, Pattillo, Brown & Hill, CPAs, Waco, Texas
*Gary W. Davis, West Davis, Austin, Texas
**William B. Dillon, Partner, Arthur Andersen & Co., Dallas, Texas
*Angela T. Doucette, Assistant City Controller II, City of Houston, Texas
Cheryl Dowden, Chief Accountant, City of Nederland, Texas
* Jerry L. Gaither, Partner, Weaver and Tidewell, CPAs, Dallas, Texas
David D. Garza, Richard J. Garza & Associates, P.C., Alice, Texas
Gary M. Gillette, Senior Manager, Ernst & Young, Fort Worth, Texas
Sandra Goforth, Accounting Manager, Town of Addison, Texas
Gary L. Gratzner, CPA, Stockholder, Gratzner, Clem & Company, P.C., Lake Jackson, Texas
Kelton M. Green, Audit Supervisor, Office of the Attorney General, Austin, Texas
Bill Hanley, Senior Manager, KPMG Peat Marwick, Dallas, Texas
Raul Hernandez, CPA, Corpus Christi, Texas
Sui-Kwan Rebecca Koo, Manager of Financial Reporting, City of Dallas, Texas
*Johnny Lacy, Vice President-Shareholder, Brown, Graham & Company, P.C., Georgetown, Texas
*Peggy V. McCormick, Partner, Deloitte & Touche, Houston, Texas
*John F. McGrane, Director of Finance, City of Denton, Texas
Gary J. Miglicco, Partner, KPMG Peat Marwick, Corpus Christi, Texas
Perwez A. Moheet, Financial Manager, Water & Wastewater Utility, Austin, Texas
Steven G. Moore, First Assistant County Auditor, McLennan County, Waco, Texas
Peter H. Morgan, Principal, George, Morgan & Sneed, P.C., Weatherford, Texas
Jerry T. Murrish, Manager of Accounts, City of Mesquite, Texas
Charles O. Paul, Manager, Weaver & Tidewell, Fort Worth, Texas

Octavio Pena, CPA, Assistant Controller, City of San Antonio, Texas
 Rafael Perez, Deputy Chief of Accounting/Auditing, Webb County, Laredo, Texas
 Norma M. Quinn, Director of Finance, City of Bellaire, Texas
 B. Ali Rashid, Deputy Director/Special Districts, Harris County, Houston, Texas
 Charles G. Reed, Principal, Shareholder, Charles E. Reed & Associates, P.C., CPAs, Port Arthur, Texas
 Rick Reynoso, Senior Manager, KPMG Peat Marwick, Corpus Christi, Texas
 Chris Rutledge, Fort Worth, Texas
 Ronald C. Sassen, Senior Assistant State Auditor, Texas State Auditor's Office, Austin, Texas
 *George A. Scott, Partner, Deloitte & Touche, Fort Worth, Texas
 Robert B. Scott, Director of Finance, City of Carrollton, Texas
 Jerome W. Seligman, CPA, Plano, Texas
 Sampaguita (Sam) Simeon, Chief Accountant, Fort Bend County, Sugar Land, Texas
 *Charles William Stanley, Assistant Professor of Accounting, Baylor University, Waco, Texas
 Jim Terry, Financial Planning Officer, North East Independent School District, San Antonio, Texas
 *Walter Thomas, Director of Finance, City of Port Arthur, Texas
 Rebecca Underhill, Accounting Manager, City of Port Arthur, Texas
 *Stephen W. Van Manen, Partner, Harrison, Waldrop & Uherek, Victoria, Texas
 *Sherman L. Vinyard, Senior Assistant State Auditor, State Auditor's Office, Austin, Texas
 Wallace S. Vosloh, Accountant, Goose Creek Consolidated Independent School District, Baytown, Texas
 *Tom Waggoner, Director of Accounting, Harris County Auditor's Office, Houston, Texas
 Calvin E. Webb II, Arthur Andersen & Co., Dallas, Texas
 James A. Wells, Denton County Auditor, Denton County, Denton, Texas
 Fred L. Werner, Director of Finance, City of Wichita Falls, Texas
 Karen Wiesman, Partner, Davis, Trant & Wiesman, CPAs, Kingsville, Texas
 Charles G. Yapple, Principal, Null & Associates, Houston, Texas
 Jimmie L. Young, CPA, Controller, Seguin Independent School District, Seguin, Texas

Utah

**Wayne R. Bryner, Sole Practitioner, Logan, Utah
 Larry H. Criddle, Accounting Manager, Park City Municipal Corporation, Park City, Utah
 MacRay A. Curtis, Manager Local Government Division, Utah State Auditor, Salt Lake City, Utah

Gregory P. Holbrook, Assistant Business Official-Director of Accounting, Alpine School District, American Fork, Utah
 *Auston G. Johnson, Director of State Audit, Utah State Auditor's Office, Salt Lake City, Utah
 Philip R. Peterson, Finance Director, City of St. George, Utah
 Reese J. Roberts, Accounting Director, Davis County School District, Farmington, Utah
 Stephen G. Spencer, Director of Accounting & Operations, Salt Lake County Auditor, Salt Lake City, Utah
 *Mark W. Stevens, Partner, Deloitte & Touche, Salt Lake City, Utah
 Ross L. Youngberg, Stockholder, Hansen Barnett & Maxwell, Salt Lake City, Utah

Virginia

Paul N. Arnett, Deputy Director of Financial Services, County of Loudoun, Leesburg, Virginia
 Patsy J. Brown, Assistant Director of Accounting, Chesterfield County, Chesterfield, Virginia
 *Edward J. Cawley, Jr., Finance Director, City of Fairfax, Virginia
 Mary Beth Cunigan, CPA, Controller, Metro Washington Airports Authority, Alexandria, Virginia
 *Clarence C. Daniel Jr., Accounting Division Director, County of Henrico, Richmond, Virginia
 Karl S. Daughtrey, Controller, City of Hampton, Virginia
 *Mourad H. Ewees, Accounting Section Manager, County of Henrico, Richmond, Virginia
 *J. Irvin Farmer, Jr., Principal, Robinson, Farmer, Cox Assoc., CPAs, Charlottesville, Virginia
 Lynn Hampton, Chief Financial Officer, Metropolitan Washington Airport Authority, Alexandria, Virginia
 *William B. Hoffman, Deputy Finance Director, Prince William County, Prince William, Virginia
 *Jesse W. Hughes, Associate Professor, Old Dominion University, Hampton, Virginia
 *John C. Jacoby, Senior Audit Manager, Deloitte & Touche, Richmond, Virginia
 *Steven R. Kanehl, Accounting Supervisor, Newport News School Board, Newport News, Virginia
 Mary C. Kemp, Director of Finance, Town of Blacksburg, Virginia
 **Dennis W. Kerns, Manager, Management and Budget, County of Henrico, Richmond, Virginia
 Kirk B. Knott, Anderson, White & Knott, P.C., Staunton, Virginia
 **Mary Lou Lyle, Director of Accounting, County of Chesterfield, Virginia
 *James L. Mavredes, Jr., Controller, Department of Information Technology, Richmond, Virginia
 Nina Myers, Audit Manager, Coopers & Lybrand, Richmond, Virginia
 *Michael J. Polesnak, Senior Audit Manager, Deloitte & Touche, Richmond, Virginia

Raymond J. Welch, Jr., Financial Reporting Supervisor,
City of Alexandria, Virginia

Washington

Daniel A. Allen, Chief Accountant, Thurston County Auditor's Office, Olympia, Washington
Frederick W. Bateman, Director of Finance & Administration, Clark County PTBA, Vancouver, Washington
Wendell J. Bowerman, Director of Accounting Services, City of Seattle, Washington
Michael L. Cheney, Chief, State Financial Policies, State of Washington, Olympia, Washington
Robert L. Gillespie, Manager, Government Services Division/Education & Technical Director, LeMaster & Daniels, Yakima, Washington
Waldo W. Johns, CPA, Accounting Personnel, State of Washington, Olympia, Washington
Kenneth W. Johnson, Accounting Manager, Snohomish County, Everett, Washington
Jan M. Jutte, Assistant Chief Examiner, State of Washington, Olympia, Washington
*Narinder Kumar, James W. Herman, CPA, P.C., White Salmon, Washington
Kathryn Longfellow, Chief Accountant Internal Auditor, Skagit County, Mount Vernon, Washington
*Steven A. Marcotte, Assistant Finance Director, City of Tacoma, Washington
Matthew G. Medlin, Manager, Arthur Andersen & Co., Seattle, Washington
Glorina Dela Merced, Accounting Manager, City of Everett, Washington
Steven G. Miller, CPA, Partner, Deloitte & Touche, Seattle, Washington
Maria L. Moore, Financial Analyst, City of Everett, Washington
Gudu Mosher, State Examiner 3, State of Washington, Ellensburg, Washington
Rudy Mueller, Accountant, Douglas County Public Works, East Wenatchee, Washington
Edward Orr, Financial Services Manager, Kitsap County, Port Orchard, Washington
Mariann Schols, Auditing Technical Services Spec., State of Washington, Olympia, Washington
Joan M. Smith, Accounting Supervisor, City of Camas, Washington
Angela Von Essen, State Examiner 3, Washington State Auditor's Officer, Yakima, Washington

Russell L. Whiteaker, Regional Audit Manager,
Washington State Auditor, Pasco, Washington
Mary Jo Ziemann, Financial Program Manager, Clark County, Vancouver, Washington

West Virginia

Dr. Richard C. Brooks, Accounting Professor, West Virginia University, Morgantown, West Virginia
Ralph C. Dusic III, Supervisor Accounting & Audit Dept., Arnett & Foster, Charleston, West Virginia
Joseph C. Horvath, Principal, Ernst & Young, Charleston, West Virginia
David B. Pariser, CPA, Phd., Associate Professor of Accounting, West Virginia University, Morgantown, West Virginia
Dorothy V. Yeager, Manager, Public Practice, Deloitte & Touche, Charleston, West Virginia

Wisconsin

Maryanne Groat, Supervisor, Clifton Gunderson & Company, Stevens Point, Wisconsin
*Steven J. Henke, Senior Manager, Deloitte & Touche, Milwaukee, Wisconsin
John A. Knepel, Senior Manager, Conley McDonald & Co., Brookfield, Wisconsin
James R. Murray, Manager, Vichow Krause & Co., CPAs, Eau Claire, Wisconsin
**Craig L. Piotrowski, Vice President of Finance & Administrative Service, Waukesha County Technical College, Pewaukee, Wisconsin
**Donald L. Rahn, Partner, Virchow Krause & Co., CPAs, Madison, Wisconsin
Gene Strizek, Finance Officer, City of Franklin, Wisconsin
Timothy J. Woodworth, CPA, Accounting Supervisor, Green Bay Metro. Sewerage District, Green Bay, Wisconsin

Wyoming

**James B. Dodson, Audit Partner, Porter, Muirhead, Cornia & Howard, Casper, Wyoming
Barbara Dorr, Director of Accounting, City of Cheyenne, Wyoming
Peter Haefner, Financial Reporting Project Manager, State of Wyoming, Cheyenne, Wyoming
Patrick C. McGuire, Partner, McGladrey & Pullen, Cheyenne, Wyoming

**Reports Submitted and Certificates Awarded
For Fiscal Years Ended in 1992, 1991 and 1990
Special Review Committee and Members
at December 31, 1993 and 1992**

	FY 92 Reports Processed in 1993		FY 91 Reports Processed in 1992		FY 90 Reports Processed in 1991		SRC 1993	SRC 1992
	Submissions	Awards	Submissions	Awards	Submissions	Awards	Members	Members
Alabama	12	12	12	11	12	10	1	1
Alaska	17	16	15	15	18	15	2	3
American Samoa	1	1	1	1	1	1	1	-
Arizona	73	73	65	62	56	52	15	18
Arkansas	5	5	5	5	5	5	2	2
California	204	194	189	172	167	153	52	50
Colorado	80	77	82	79	75	72	26	26
Connecticut	34	34	33	33	30	29	7	8
Delaware	3	3	3	3	3	3	3	3
District of Columbia	2	2	2	2	2	2	10	12
Florida	168	163	158	153	149	143	72	81
Georgia	58	53	58	54	58	53	15	20
Hawaii	6	5	5	5	5	5	1	2
Idaho	9	8	8	7	6	5	3	4
Illinois	144	139	140	132	129	122	36	37
Indiana	21	20	21	21	21	21	10	7
Iowa	25	24	24	23	24	23	7	7
Kansas	25	23	22	20	20	18	3	5
Kentucky	14	13	15	12	12	11	3	3
Louisiana	26	24	26	25	21	20	8	7
Maine	3	2	3	1	1	1	2	3
Maryland	32	30	30	29	28	28	13	12
Massachusetts	4	3	2	2	2	2	7	8
Michigan	55	53	52	50	49	44	12	9
Minnesota	91	90	87	86	79	77	33	33
Mississippi	5	5	5	4	4	4	0	1
Missouri	54	51	46	45	43	43	19	19
Montana	8	8	8	8	8	8	7	5
Nebraska	6	6	6	6	4	3	7	7
Nevada	21	21	21	21	22	22	10	11
New Hampshire	4	4	4	3	3	2	3	1
New Jersey	3	3	2	1	2	1	5	5
New Mexico	4	4	3	3	3	2	1	1
New York	43	42	42	38	41	38	21	27
North Carolina	92	89	86	82	73	64	16	18
North Dakota	6	3	5	4	3	3	8	6
Ohio	161	157	145	142	118	114	54	56
Oklahoma	18	18	11	9	9	9	7	7
Oregon	83	81	71	69	64	60	17	11
Pennsylvania	46	40	41	33	32	28	17	17
Rhode Island	7	7	8	7	7	7	5	6
South Carolina	39	34	41	39	36	30	11	11
South Dakota	4	3	3	3	3	3	0	0
Tennessee	24	23	22	20	22	20	9	9
Texas	251	241	235	223	225	212	60	57
Utah	24	23	24	23	23	20	10	10
Vermont	0	0	0	0	-	-	-	-
Virginia	66	65	63	61	63	61	21	27
Washington	50	47	47	45	45	42	24	20
West Virginia	2	2	3	2	1	1	5	1
Wisconsin	26	25	22	18	18	17	8	6
Wyoming	9	9	9	9	9	9	4	3
TOTAL	<u>2168</u>	<u>2078</u>	<u>2031</u>	<u>1921</u>	<u>1854</u>	<u>1738</u>	<u>693</u>	<u>703</u>

Certificates Awarded
For Reporting Entity Fiscal Years Ended in 1992
and Processed by GFOA in Calendar Year 1993

	<u>Municipal</u>	<u>County</u>	<u>School District</u>	<u>Enterprises</u>	<u>Council of Government</u>	<u>State</u>	<u>PERS</u>	<u>Other</u>	<u>Colleges and Univ.</u>	<u>Total</u>
Alabama	11	-	-	1	-	-	-	-	-	12
Alaska	5	6	5	-	-	-	-	-	-	16
American Samoa	-	-	-	-	-	-	1	-	-	1
Arizona	23	3	41	-	-	-	3	1	2	73
Arkansas	5	-	-	-	-	-	-	-	-	5
California	145	18	1	13	1	-	1	15	-	194
Colorado	37	14	13	4	-	-	3	6	-	77
Connecticut	29	-	1	-	-	1	1	2	-	34
Delaware	2	1	-	-	-	-	-	-	-	3
Dist. of Columbia	-	-	-	1	-	1	-	-	-	2
Florida	111	31	2	11	1	-	-	7	-	163
Georgia	30	15	3	3	1	-	1	-	-	53
Hawaii	-	3	-	-	-	1	1	-	-	5
Idaho	3	2	2	-	-	-	1	-	-	8
Illinois	80	10	9	5	-	1	13	18	3	139
Indiana	8	2	1	5	1	-	-	3	-	20
Iowa	18	2	3	-	-	-	-	-	1	24
Kansas	12	4	3	3	-	-	-	1	-	23
Kentucky	8	1	-	1	-	1	1	1	-	13
Louisiana	5	3	13	1	-	-	1	1	-	24
Maine	2	-	-	-	-	-	-	-	-	2
Maryland	11	10	2	-	-	1	4	1	1	30
Massachusetts	1	-	-	1	-	1	-	-	-	3
Michigan	35	12	1	-	-	1	3	1	-	53
Minnesota	69	10	-	4	1	1	2	3	-	90
Mississippi	3	-	-	-	-	1	1	-	-	5
Missouri	35	6	3	3	2	-	2	-	-	51
Montana	3	3	1	-	-	1	-	-	-	8
Nebraska	4	-	-	-	-	1	-	-	1	6
Nevada	7	2	1	3	-	1	1	6	-	21
New Hampshire	3	-	-	-	-	-	1	-	-	4
New Jersey	1	-	-	2	-	-	-	-	-	3
New Mexico	2	1	1	-	-	-	-	-	-	4
New York	23	6	5	1	-	1	5	1	-	42
North Carolina	42	31	14	1	1	-	-	-	-	89
North Dakota	2	-	-	-	-	1	-	-	-	3
Ohio	77	33	28	5	1	1	6	6	-	157
Oklahoma	8	2	1	4	-	-	-	1	2	18
Oregon	31	11	22	2	2	1	1	8	3	81
Pennsylvania	15	10	8	3	-	1	2	1	-	40
Rhode Island	7	-	-	-	-	-	-	-	-	7
South Carolina	18	8	4	2	-	1	1	-	-	34
South Dakota	3	-	-	-	-	-	-	-	-	3
Tennessee	17	3	-	1	-	1	1	-	-	23
Texas	138	27	40	9	7	1	5	13	1	241
Utah	13	2	6	-	-	1	1	-	-	23
Vermont	-	-	-	-	-	-	-	-	-	-
Virginia	32	14	2	13	-	1	3	-	-	65
Washington	22	9	3	9	-	1	2	1	-	47
West Virginia	-	-	-	1	-	-	-	1	-	2
Wisconsin	10	8	4	1	-	-	-	2	-	25
Wyoming	<u>5</u>	<u>2</u>	<u>-</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>9</u>
TOTAL	<u>1171</u>	<u>325</u>	<u>243</u>	<u>114</u>	<u>18</u>	<u>24</u>	<u>69</u>	<u>100</u>	<u>14</u>	<u>2078</u>

Statement of Operations
Reports Submitted and Certificates Awarded
For Fiscal Years Ended in 1992, 1991, 1990, and 1989

By Type of Government	FY 92 Reports Processed in 1993		FY 91 Reports Processed in 1992		FY 90 Reports Processed in 1991		FY 89 Reports Processed in 1990	
	Submissions	Awards	Submissions	Awards	Submissions	Awards	Submissions	Awards
Municipal	1226	1171	1173	1105	1090	1017	984	908
County	343	325	322	308	303	283	275	263
School District	251	243	227	215	190	177	170	155
Enterprise	116	114	98	93	86	85	84	80
Council of Govts.	18	18	16	16	14	14	13	12
State	27	24	26	24	24	22	20	18
PERS	72	69	67	66	59	59	53	50
Colleges and Universities	15	14	6	5	-	-	-	-
Other	<u>100</u>	<u>100</u>	<u>96</u>	<u>89</u>	<u>88</u>	<u>81</u>	<u>66</u>	<u>62</u>
TOTAL REPORTS	<u>2168</u>	<u>2078</u>	<u>2031</u>	<u>1921</u>	<u>1854</u>	<u>1738</u>	<u>1665</u>	<u>1548</u>
By Fiscal Year End								
January	0	0	0	0	-	-	-	-
February	9	9	8	8	8	8	8	8
March	13	12	12	9	10	9	9	7
April	81	79	79	74	70	67	63	61
May	8	8	8	7	8	7	5	4
June	1025	981	942	882	842	776	739	675
July	5	5	5	5	5	4	6	3
August	57	57	52	49	48	45	42	39
September	378	362	360	345	344	327	323	302
October	4	4	4	4	1	1	1	1
November	8	8	7	7	7	7	6	6
December	<u>580</u>	<u>553</u>	<u>554</u>	<u>531</u>	<u>511</u>	<u>487</u>	<u>463</u>	<u>442</u>
TOTAL REPORTS	<u>2168</u>	<u>2078</u>	<u>2031</u>	<u>1921</u>	<u>1854</u>	<u>1738</u>	<u>1665</u>	<u>1548</u>

**City and County Reports Submitted (including ineligible reports) for Fiscal Years Ended in 1992
Compared to Total Cities and Counties**

	Cities			Counties		
	Units*	Submitters	% Submit	Units*	Submitters	% Submit
Alabama	436	11	2.52	67	0	0
Alaska	149	5	3.36	9	7	77.78
Arizona	81	23	28.40	15	3	20.00
Arkansas	483	5	1.04	75	0	0
California	442	153	34.62	57	18	31.58
Colorado	266	38	14.29	62	15	24.20
Connecticut	180	29	16.11	0	0	0
Delaware	57	2	3.51	3	1	33.33
Florida	390	116	29.74	66	31	46.97
Georgia	532	36	6.77	158	16	10.13
Hawaii	1	0	0.00	4	4	100.00
Idaho	198	3	1.52	44	3	6.82
Illinois	2713	83	3.06	102	10	9.80
Indiana	1575	8	.51	91	2	2.20
Iowa	955	18	1.88	99	2	2.02
Kansas	1987	14	.70	105	4	3.81
Kentucky	437	9	2.06	119	1	.84
Louisiana	301	6	1.99	61	3	4.92
Maine	493	3	.61	16	0	0
Maryland	155	12	7.74	23	10	43.48
Massachusetts	351	2	.57	12	0	0
Michigan	1776	37	2.08	83	12	14.46
Minnesota	2653	69	2.60	87	10	11.49
Mississippi	293	3	1.02	82	0	0
Missouri	1255	38	3.03	114	6	5.26
Montana	128	3	2.34	54	3	5.56
Nebraska	988	4	.40	93	0	0
Nevada	18	7	38.89	16	2	12.50
New Hampshire	234	3	1.28	10	0	0
New Jersey	567	1	.18	21	0	0
New Mexico	98	2	2.04	33	1	3.03
New York	1547	23	1.49	57	8	14.04
North Carolina	495	43	8.69	100	32	32.00
North Dakota	1721	4	.23	53	1	1.89
Ohio	2258	78	3.45	88	33	37.50
Oklahoma	591	8	1.35	77	2	2.60
Oregon	240	33	13.75	36	11	30.56
Pennsylvania	2570	18	.70	66	10	15.15
Rhode Island	39	7	17.95	0	0	0
South Carolina	269	20	7.43	46	10	21.74
South Dakota	1293	4	.31	64	0	0
Tennessee	334	17	5.09	94	3	3.19
Texas	1156	141	12.20	254	33	12.99
Utah	225	13	5.78	29	3	10.34
Vermont	292	0	0	14	0	0
Virginia	229	33	14.41	95	14	14.74
Washington	266	25	9.40	39	9	23.08
West Virginia	230	0	0	55	0	0
Wisconsin	1848	11	.60	72	8	11.11
Wyoming	<u>95</u>	<u>5</u>	5.26	<u>23</u>	<u>2</u>	8.70
TOTAL	35,890	1,226	3.42	3,043	343	11.27

*Source: 1987 Census of Governments

Cities include cities, municipalities, villages and townships.

Attn: Certificate of Achievement



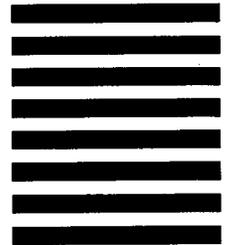
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**Government Finance Officers Association
180 North Michigan Avenue, Suite 800
Chicago, IL 60601-9564**



Meeting Date: SEP 01 1994
Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Metro for Regional Planning Svcs.

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

REGULAR MEETING Date Requested: September 8, 1994
Amount of Time Needed: 5-10 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: David Boyer TELEPHONE #: x3312
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: David Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

See attached documents, Contract Approval Form, Intergovernmental Agreement and Exhibit A.

9/1/94 originals to DAVID BOYER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: *David Boyer*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG 23 PM 3:06

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director 

Date: August 29, 1994

Requested Placement Date: September 8, 1994

RE: IGA with METRO

I. Recommendation/Action Requested:

Approve IGA with Metro for regional planning functions.

II. Background/Analysis:

Metro is working with Multnomah County as well as other local governments to provide regional planning in many areas including transportation, emergency management, housing density and others. During the budget process the Board included \$20,859 to help pay for the services provided by Metro.

III. Financial Impact: Funds to pay Metro are contained in 1994-95 adopted budget.

IV. Legal Issues: None

V. Controversial Issues: None.

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen participation: None

VIII. Other Government Participation: None



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500135

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # R-2 DATE 9/1/94</p> <p>DEB BOGSTAD</p> <p>BOARD CLERK</p>
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Department MSS Non-Departmental Division Finance Date August 17, 1994

Contract Originator Dave Boyer Phone 3903 Bldg/Room 106/1430

Administrative Contact Theresa Sullivan Phone 3312 Bldg/Room 106/1430

Description of Contract IGA with Metro for Multnomah County's share of voluntary regional planning service fees.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Metro

Mailing Address 600 NE Grand Avenue
Portland OR 97232-2736

Phone _____

Employer ID# or SS# _____

Effective Date FY94-95

Termination Date _____

Original Contract Amount \$ 20,859.03

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 20,859.03

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ 20,859.03 Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) [Signature]

Encumber: Yes No

Date August 17, 1994

Date _____

Date 8/17/94

Date September 1, 1994

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Multnomah County, 1120 S.W. 5th Avenue, Room 1430, Portland, OR 97204, hereinafter called "**Local Government**."

Recitals:

1. Local governments within Metro desire to continue support for Metro planning functions during FY 1994-95 by voluntarily paying regional planning service fees on the same basis as previously required by statute.
2. Metro desires to assure local governments of the allocation of fees to Metro planning functions to identified services and products provided with fees assistance.

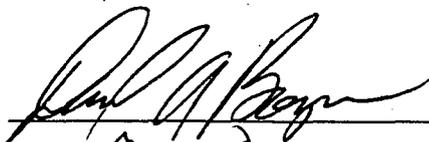
Agreements:

1. **Local Government** agrees to pay \$20,859.03 as its FY 1994-95 share of voluntary regional planning service fees calculated by the same \$0.43 per capita level utilized for FY 1993-94 by November 1, 1994.
2. Metro agrees that voluntary regional planning service fees shall be allocated to those functions indicated in Exhibit "A," attached. Non-payment of voluntary fees by previously contributing local governments will reduce the amount of fees contribution and fees share.
3. Metro agrees to review any nonpayment of voluntary fees with JPACT and MPAC to determine whether alternative sources of funds are available for the planning activities in Exhibit "A" and for any recommendations to encourage full voluntary fees payment.
4. Metro agrees to involve fees-paying local governments in the Metro planning activities listed in Exhibit "A" through TPAC, JPACT, RTAC and MPAC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

MULTNOMAH COUNTY

METRO

By: 
 Title: Fin Director
 Date: 8/16/94

By: _____
 Title: _____
 Date: _____

LS/erb
e:\pd\cont\dues.iga
08/15/94

REVIEWED

By: 
 MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-2 DATE 9/1/94
DEB BOGSTAD
 BOARD CLERK

EXHIBIT A

Proposed Metro FY 1994-95 Budget			
Regional Planning Service Fees			
Proposed	Budget	Fees	Fee Share
RLIS/Database Maintenance	\$239,076	\$33,440	14%
Technical Assistance			
Data Resource Center	\$71,000	\$71,000	100%
Travel Forecasts	\$136,030	\$28,439	28%
Travel Surveys/Model Refinement	\$1,182,005	\$55,893	5%
Regional Transportation Plan Update	\$405,730	\$12,000	3%
Transportation Improvement Program	\$211,000	\$45,500	21%
Willamette Crossing Study	\$228,061	\$37,064	16%
Urban Arterial Fund	\$296,000	\$20,500	7%
Congestion Management Plan	\$256,000	\$23,136	7%
Intermodal Management Plan	\$209,000	\$3,233	1.5%
Regional Parking Program	\$105,000	\$12,500	12%
Regional Bike and Pedestrian Program	\$80,500	\$5,601	7%
ISTEA Plan Coordination	\$21,000	\$8,700	41%
Regional Framework Plan Housing Density Element	\$254,000	\$22,800	9%
MPAC/Local Government Coordination	\$67,000	\$67,000	100%
Regional Emergency Management	\$15,000	\$7,500	50%
Region 2040 - Completion	\$379,000	\$6,000	1.5%
Regional Framework Plan Urban Reserves Designation	\$245,000	\$21,000	8%
Grants Management	\$124,000	\$8,000	6%
TOTAL FEES		\$550,000	

1. **RLIS/Database Maintenance:** This is an ongoing effort to annually update population, employment, housing and commercial building permits, land use, tax lots, other demographic and economic data, and forecasts and the Regional Land Use Information System (RLIS). It is essential input to many local, regional, state and private studies, and provides an economical, central resource for all parties. The costs are shared by local governments through fees, transportation grants, Metro's excise tax and solid waste funds to reflect the different users of the data.

This program ensures that the resource is up to date and available. The cost of using or retrieving the needed data for a particular user is paid for by the user. Those that help maintain the data only pay the cost of retrieval when accessing the data. Those that do not, pay an add-on fee to the cost of retrieval to contribute toward this database.

2. **Travel Surveys/Model Refinement:** This is an ongoing effort to survey individual travel behavior in order to understand regionwide travel patterns and better forecast future travel growth. This year we have major surveys planned of households, trucks, travel into and out of the region, transit ridership, and highway speed and delay. This data is used to update Metro's travel forecasting models for use by Metro and others. It is largely funded by grants with a small portion funded from local fees.

This task is particularly important in order to respond to the new state and federal requirements to reduce air pollution and vehicle-miles-traveled. Current measuring and forecasting of the subjects is inadequate.

3. **Technical Assistance:** This is an account provided to all fee-paying members of Metro to access Metro's two major databases: socio-economic/land use/RLIS data and travel forecasts. This budget is prorated into subaccount for major users (Portland, each county and its cities, Tri-Met, ODOT and the Port of Portland) and pays for Metro's staff and computer costs to provide these outside users access to Metro's database.
 - a. **Data Resource Center:** This technical assistance account provides access to Metro's maps, land use, RLIS, aeriels and socio-economic databases. It is fully supported by fees. Non-fee paying individuals, including the public, pay directly for this service.
 - b. **Travel Forecasts:** This technical assistance account provides access to Metro's short- and long-range travel forecasts. This data is necessary for local transportation planning and design of transportation projects. It is substantially supported by transportation planning grants, but fees pay a portion of the cost. Major users of these forecasts such as the Western Bypass Study and others contract for services over and above this technical assistance account. Access to these forecasts is either directly from Metro or via remote terminals connected to Metro at each of the three counties, Portland, Tri-Met and ODOT. Non-fee paying members, including the public, pay directly for this service.

4. **RTP Update:** This program will update the Regional Transportation Plan (RTP) to meet the new federal requirements promulgated through the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and new state requirements promulgated by LCDC through the administrative rule implementing Goal 12 - Transportation. If the region does not meet these requirements, federal sanctions could jeopardize federal transportation funding and state sanctions could result in an LCDC enforcement order. All local plans must be

consistent with the revised RTP. This program is funded through grants with a share of the local match from fees.

5. Transportation Improvement Program: This program involves approving projects for receipt of any type of federal highway or transit funding, consistent with the RTP, applicable federal requirements and in conformance with air quality restrictions. This involves policy concerns dealing with prioritization and technical concerns dealing with specific federal requirements which might apply. This program is largely funded by grants with a small portion of the local match from fees.
6. Willamette Crossing Study: This corridor study will focus on the Ross Island and Sellwood Bridges to determine future highway capacity needs. Like previous efforts focusing on the Southwest Corridor, the Northwest Subarea (Cornell/Burnside) and the Mt. Hood Parkway, it provides the means to examine options in greater detail, with the results to be included in the RTP. It is largely grant-funded either a portion of the local match from fees.
7. Urban Arterial Fund: This is an effort to determine if Metro should refer a measure to the voters to establish a funding source for improvement of regional significant arterials. The result of the effort will be to define the potential program of projects in order to all regional and local decision-makers to determine whether and how to proceed. Local road, bike and pedestrian projects to be funded with this resource will be the component of this recommended program. This program is funded with grants with a portion of the local match from fees.
8. Congestion Management Plan: This is a new ISTEA requirement to develop a system to monitor congestion levels and identify methods to address this congestion through a variety of construction, management or alternative mode techniques. The program is funded with grants with a portion of the local match from fees.
9. Intermodal Management Plan: The Intermodal Management Plan (IMP), as required by ISTEA, will provide the basis for interstate, intra-state, and international freight and passenger systems and Intermodal facilities. The IMP will include an inventory of intermodal facilities and systems, development of intermodal performance measures and standards, incorporation of IMP strategies into the RTP and the TIP, and a fully integrated plan. This program is funded by grants with small portion of the match from fees.
10. Regional Parking Program: The next RTP must include methods to reduce per capita parking in the region by 10 percent over the next 30 years. The program will establish a baseline inventory, establish a forecast target, develop parking management strategies and adopt them into the RTP. This program is financed by grants with match from excise taxes and local fees.
11. Regional Bike and Pedestrian Program: The Regional Bike and Pedestrian Program will be included in the RTP Update. It will focus on multi-modal solutions to regional transportation problems with specific emphasis on Bike and Pedestrian activities. This program is primarily financed by grants with match by Metro excises taxes and a small amount of fees.
12. ISTEA Plan Coordination: ISTEA requires the development of six management plans: Congestion; Public Transit; Intermodal; Safety; Pavement; and Bridge. This program

provides for a small amount of Metro staff time to coordinate between ODOT and local governments on local requirements for the management systems.

13. Regional Framework Plan - Urban Reserves Designation: This work element is mandated by the Metro Charter and the State's Urban Reserve Rule and will implement the Region 2040 growth decision. The work will consist of technical analysis down to a property line specific basis Metro, working with the effected cities and counties, will make the land use decisions about urban reserves - those areas into which the Metro urban growth boundary will be expanded.
14. MPAC/Local Government Coordination: This includes support of the Metro Policy Advisory Committee (MPAC), which advises the Metro Council on growth management issues. Requests for information, work related to MPAC recommendations for revisions and related support work are included in this category. In addition, the work element includes coordination with local governments through such groups as the Metro Technical Advisory Committee, the Users Group and the Metro Area Planning Directors as well as individual staff members from the cities and counties within and adjacent to the region.
15. Regional Emergency Management: This program provides regional coordination, outreach, data management services and assistance in developing regional strategies for preparing citizens and communities for disasters, mitigating risks and hazards, and responding to and recovering from effects and damages of areawide disasters such as a major earthquake.
16. Region 2040: This is a major, long-range land use and transportation planning program to evaluate alternative urban growth forms for the region. It is the program by which Metro is addressing the aspects of Rule 12 and the Urban Reserves requirement of Rule 12 as well as the Metro Charter requirements to develop a Future Vision and a Regional Framework Plan. It is funded mostly from the Metro Excise Tax with a portion from dues.
17. Regional Framework Plan - Housing Density Designation: This work element begins the detailed work necessary to determine the regional consequences of housing density and urban design and how cities and counties may need to adjust current plans and zoning to address identified problems. This is a mandated element of the Metro Charter and will be completed in conjunction with the cities and counties of the Region.

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 2-1-74

NAME BARBARA STARR

ADDRESS 3041 SE 129

STREET

Portland 97236

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R3

SUPPORT _____ OPPOSE ✓

SUBMIT TO BOARD CLERK

MEETING DATE: September 1, 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: FINAL ORDER - Appeal of Charla Dinnocenzo

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 1, 1994

Amount of Time Needed: 5 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Peter Kasting, TELEPHONE #: 823-4047
Special Counsel for BLDG/ROOM #: 131/315
Multnomah County

PERSON(S) MAKING PRESENTATION: Peter Kasting

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

*9/1/94 copies to Peter Kasting, Larry Kressel,
Martin Reeves & Steve Balog*

FINAL ORDER - In the Matter of the Appeal of Charla Dinnocenzo from the Hearings Officer's Order Revoking Appellant's Adult Care Home License.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Beverly Stein*

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 AUG 25 AM 10:43
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

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

August 18, 1994

INTEROFFICE MEMORANDUM

TO: Beverly Stein
Chair, Board of County Commissioners

FROM: Peter Kasting *PK*
Senior Deputy City Attorney

SUBJ: Order in the Carla Dinnocenzo Adult Care Home License
Appeal

A form of Order is attached for placement on the Board's agenda for the meeting on August 25, 1994. I'll attend the meeting, but don't anticipate there will be a need for any discussion or questions. This Order just finalizes the tentative decision adopted by the Board on July 28.

Sorry about the delay in getting the Order prepared. I've been tied up with two large projects on tight deadlines.

Please let me know if you have any questions or would like to discuss this matter further.

c: Larry Kressel
Martin Reeves

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG 25 AM 8:56

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Appeal)
of Carla Dinnocenzo from the)
Hearings Officer's Order) ORDER
Revoking Appellant's Adult)
Care Home License)

On July 28, the Board of County Commissioners completed its review of the evidence and argument regarding the appeal of Carla Dinnocenzo from a determination of the Hearings Officer that Ms. Dinnocenzo has a "psychiatric or psychological problem ... which compromises ... her ability to operate or provide care in an Adult Care Home."

Based on the findings contained in the Hearings Officers Order on the Appeal of Carla Dinnocenzo, Hearing No. 133177 dated 2/18/94, the psychiatric examination report prepared by Dr. Ronald N. Turco dated 5/24/94, and the County Counsel's rebuttal to appellant's exceptions, the Board denies the appeal and accepts the decision of the Hearings officer.

The Board also hereby interprets MCAR 890-080-120(k)(C) as allowing imposition of administrative sanctions based upon a medical, psychiatric, or psychological problem that compromise the licensee's ability to operate or provide care in an Adult Care Home even if the problem is not a specific DSM-III diagnosis. If the intent of the MCAR was to require a specific DSM-III diagnosis by a licensed professional, the MCAR would have clearly stated that requirement. Such a diagnosis is not called for in the MCAR, and is not required to provide a basis for sanctions under this provision. The facts established in this case are sufficient to establish a medical, psychiatric or psychological problem of sufficient seriousness to warrant the sanction of license revocation.

The Board finds, based on the psychological evaluation prepared by Dr. Turco, that the licensee may qualify for re-licensure after resolving issues that contribute to her psychological problem. The public interest would be served by permitting the Ms. Dinnocenzo to re-apply for a license after a minimum six month waiting period, such re-application to be accompanied by an updated evaluation report from Dr. Turco.

It is hereby Ordered that the decision of the Hearings Officer on the Appeal of Carla Dinnocenzo (Hearing No. 133117 dated 2/18/94) is accepted, with the condition that Ms. Dinnocenzo may re-apply for a license after a minimum six month waiting period, such re-application to be accompanied by an updated evaluation report from Dr. Turco.

Review of this Final Order may be taken solely and exclusively by writ of review in the manner set forth in ORS 34.020 to ORS 34.100.

Approved this _____ day of _____, 1994.

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein
Multnomah County Chair

REVIEWED:
PETER KASTING, SPECIAL COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *Peter Kasting*
Peter Kasting

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

<i>In the Matter of the Appeal</i>)	
<i>of Charla Dinnocenzo from the</i>)	
<i>Hearings Officer's Order</i>)	ORDER
<i>Revoking Appellant's Adult</i>)	94-157
<i>Care Home License</i>)	

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Based on the findings contained in the Hearings Officers Order on the Appeal of Charla Dinnocenzo, Hearing No. 133177 dated 2/18/94, the psychiatric examination report prepared by Dr. Ronald N. Turco dated 5/24/94, and the County Counsel's rebuttal to appellant's exceptions, the Board denies the appeal and accepts the decision of the Hearings Officer.

The Board also hereby interprets MCAR 890-080-120 (k)(C) as allowing imposition of administrative sanctions based upon a medical, psychiatric, or psychological problem that compromised the licensee's ability to operate or provide care in an Adult Care Home even if the problem is not a specific DSM-III diagnosis. It the intent of the MCAR was to require a specific DSM-III diagnosis by licensed professional, the MCAR would have clearly stated that requirement. Such a diagnosis is not called for in the MCAR, and is not required to provide a basis for sanctions under this provision. The facts established in this case are sufficient to establish a medical, psychiatric or psychological problem of sufficient seriousness to warrant the sanction of license revocation.

The Board finds, based on the psychological evaluation prepared by Dr. Turco, that the licensee may qualify for re-licensure after resolving issues that contribute to her psychological problem. The public interest would be served by permitting the Ms. Dinnocenzo to re-apply for a license after a minimum six month waiting period, such re-application to be accompanied by an updated evaluation report from Dr. Turco.

IT IS HEREBY ORDERED *that the decision of the Hearings Officer on the Appeal of Charla Dinnocenzo (Hearing No. 133117 dated 2/18/94) is ACCEPTED, with the CONDITION that Ms. Dinnocenzo may re-apply for a license after a minimum six month waiting period, such re-application to be accompanied by an updated evaluation report from Dr. Turco.*

Review of this Final Order may be taken solely and exclusively by writ of review in the manner set forth in ORS 34.020 to ORS 34.100.

APPROVED this 1st day of September, 1994.



MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein
Multnomah County, Chair

REVIEWED:

PETER KASTING, SPECIAL COUNSEL
for MULTNOMAH COUNTY, OREGON

By *Peter Kasting*
Peter Kasting

MEETING DATE: SEP 01 1994
AGENDA NO: R-4

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Establishing a Regional Emergency Management Planning Group to study local preparedness.

BOARD BRIEFING Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: September 1, 1994
Amount of Time Needed: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Board of County Commissioners, District 3

CONTACT: Commissioner Tanya Collier TELEPHONE #: 248-5217
BLDG. / ROOM #: 106 / 1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier

ACTION REQUESTED:

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

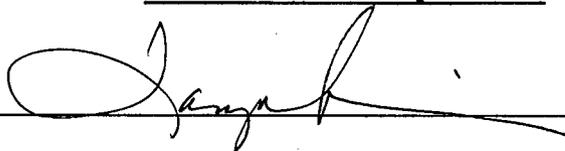
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable)

In the matter of identifying the acceptable standard of local preparedness, and investigate and recommend the optimal organizational structure to provide emergency management planning within Multnomah County.

9/1/94 copies to Co Collier, Delma Farrell, Chair Stein & Penny Tralmquist

BOARD OF
COUNTY COMMISSIONERS
1994 AUG 24 PM 4: 24
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Before the Board of Commissioners
for Multnomah County, Oregon

In the Matter of Identifying the Acceptable Standard of)
Local Preparedness, and Investigate and Recommend the)
Optimal Organizational Structure to Provide Emergency)
Management Planning within Multnomah County.)

RESOLUTION
94 -158

THE PARTIES FIND AS FOLLOWS:

WHEREAS; Portland, Gresham, and Multnomah County each have established Emergency Management Programs, and,

WHEREAS; All three provide planning for hazard mitigation, preparedness, response and recovery internal to their jurisdictions, and to other jurisdictions in the Multnomah County area under a variety of contract and mutual aid agreements, and,

WHEREAS; Oregon Statute 401.305 requires each County to have an Emergency Management Agency, establishes that Cities may also have such an agency, and that such agencies may "perform such functions outside the territorial limits as required under any mutual aid or cooperative assistance agreements or as authorized by the county or city," and,

WHEREAS; Oregon Statute chapter 190.010 gives broad authority to local governments to enter into agreements to transfer performance of functions and activities to each other, and,

WHEREAS; Staffing and budget constraints of the current organizational structure have made it difficult to provide a standard level throughout the County, and,

WHEREAS; No agreed upon standard of local preparedness exists within the County, and,

WHEREAS; A Regional Emergency Management Planning Group (REMG) has been established to develop plans to address emergency management issues within the region encompassed by Multnomah, Clackamas, Washington, and Columbia Counties, and,

NOW, THEREFORE BE IT RESOLVED; that the Board of Multnomah County Commissioners, the Councils of the Cities of Portland, Gresham, Troutdale, Wood Village, Fairview, and Maywood Park, and the Port of Portland and Fire Districts 14, 20 and 30 direct that a service delivery study be prepared that identifies the acceptable standard of local preparedness for emergency management, and reviews possible organizational structures to provide emergency management planning within the County. The Parties further direct that the study committee recommend the organizational structure that in its opinion, will most effectively meet the identified standard of care, and,

WHEREAS; The study will:

- a) Identify recommended standard of local preparedness.
- b) Identify recommended organizational structure.
- c) Identify whether current quality and levels of service will be improved.
- d) Analyze whether accessibility and accountability to the public and jurisdictions served will be improved.

- e) Analyze whether program costs will be maintained or reduced from current levels for each organization.
- f) Include performance objectives and evaluation measures to assess the success of the organizational structure in meeting the identified standard of care.
- g) Address individual needs of the communities.
- h) Present recommended option for service delivery.
- i) Present recommended implementation plan and schedule.

WHEREAS; All state statutes, charter provisions, codes and other legal mandates will be followed in the formation of the recommended organizational structure; and the implementation plan will be developed in consultation with counsel, and,

WHEREAS; The proposal will be in support of, not in conflict with, the overall regional goals of the REMG, and,

WHEREAS; Representatives from the following governments will be responsible for developing the proposal: City of Portland (Chief Bob Wall), City of Gresham (Chief Joe Parrott), and the Northeast Cities (Councilor Marge Schmunk). The group will be chaired by Multnomah County Commissioner, Tanya Collier, and,

WHEREAS; REMG participants, Customers, employees, business and community representatives, and representatives of other governmental agencies who wish to impact this proposal will be consulted in this service delivery proposal, and,

AND BE IT FURTHER RESOLVED THAT; A Proposal will be presented to the Parties no later than December 31, 1994, at which time a decision will be made whether to confirm the recommended organizational structure and proceed with implementation.

Approved this 1st day of September, 1994



Board of County Commissioners
For Multnomah County, Oregon

Beverly Stein, Chair of Multnomah County

Reviewed by

Laurence Kressel
Multnomah County Counsel

Before the Board of Commissioners
for Multnomah County, Oregon

In the Matter of creating an Advisory Committee on)
Design and Construction of the Midland Library)

RESOLUTION
94- 159

WHEREAS, the Multnomah County voters have approved general obligation bonds to fund construction of a larger Midland Library; and

WHEREAS, the Board of County Commissioners, with the advice and support of the Community as represented in public hearings, selected the existing location for the site of the library; and

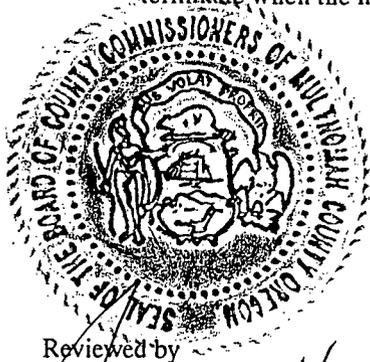
WHEREAS, those who live and work in the midcounty area are eager to participate in making this larger library a significant public asset to help enhance the sense of community in this area.

THEREFORE BE IT RESOLVED, that in accordance with the recommendations of the Library Board, the Board of County Commissioners resolves; that

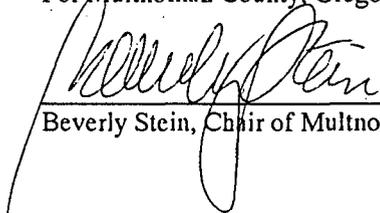
1. An advisory Committee on Midland Library Design and Construction is created to provide advice and assistance to the county Facilities Division and the Library during the design and construction of Midland Library.
2. The Advisory Committee shall have seven to ten members including at least one Library Board member, one representative from the Friends of the Library, three midcounty residents, one member who serves on the Library Entrepreneurial Initiatives Team, and one representative of the design and construction industry.
3. The duties shall include:
 - a. Review appearance of the building for establishing a strong public presence and identity on 122nd Ave.
 - b. Suggest and help locate means of enhancing the adjacent park to benefit patrons, residents and wildlife.
 - c. Advice on the provision of library services during construction.
 - d. Review the design of the Midland Library to ensure that provision is made for such entrepreneurial activities as may be appropriate.
 - e. Recommend a program of public information and review.
4. The Advisory Committee shall be staffed by the Director of Libraries, with the assistance of the County Construction Manager.

BE IT FURTHER RESOLVED, that the Advisory Committee on Midland Library Design and Construction will terminate when the new Midland Library opens for the public.

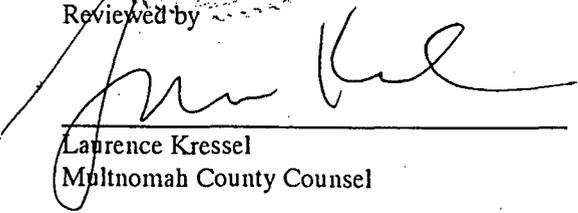
Approved this 1st day of September, 1994



Board of County Commissioners
For Multnomah County, Oregon


Beverly Stein, Chair of Multnomah County

Reviewed by


Laurence Kressel
Multnomah County Counsel

MEETING DATE: SEP 01 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: In the Matter of Including Certain Design Elements in the Reconstruction of the Central Library

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: September 1, 1994

Amount of Time Needed: 15 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT: Dan Saltzman

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This resolution reaffirms and clarifies the Board of County Commissioners' intent that the design for the reconstruction of the Central library accommodate possible installation of interior advertising displays and a coffee shop, both consistent with the overall aesthetic design of the library. It also provides that the Board of County Commissioners approve the final design of the Central Library.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Dan Saltzman

OR

DEPARTMENT MANAGER: _____

1994 AUG 25 PM 3:01
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN *D.S.*

TODAY'S DATE: AUGUST 25, 1994

REQUESTED PLACEMENT DATE: SEPTEMBER 1, 1994

RE: Resolution In the Matter of Including Certain Design Elements in the Reconstruction of the Central Library

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Through the creation of the Library Entrepreneurial Initiatives Team, the Library Enterprise Fund, and the passage of Resolution 94-13, the Board of County Commissioners has sought to encourage entrepreneurial activities within the Multnomah County Library. The goal is to raise non-tax revenues to increase materials acquisition and branch hours. Two activities that have been identified as having a strong revenue potential for the Central Library is the establishment of a coffee shop in the popular reading room of the first floor, and making available tasteful interior displays for advertising purposes.

This resolution reaffirms and clarifies the Board of County Commissioners' intent that the design of the Central Library reconstruction allow for the institution of these two activities. It also provides that a firm with experience in interior displays be made a part of the design team, to ensure that such displays be tasteful, effective and in keeping with the overall aesthetic of the building. These designs are to be integrated with general signage for the Central Library, and plans for signage connected to philanthropic giving to the Central Library.

The resolution also provides for Board of County Commissioners' approval of the final design of the library.

III. Financial Impact

There would be some cost in retaining a firm experienced in interior design. The cost would be absorbed in the general budget for the Central Library reconstruction.

IV. Legal Issues

There are no legal issues.

V. Controversial Issues

The general question of whether it is appropriate for the library to engage in entrepreneurial activities.

VI. Link to Current County Policies:

This resolution reaffirms the County's commitment to find new non-tax revenues to supplement the library budget for the purpose of increasing materials acquisition and branch hours as expressed in the creation of the Library Enterprise Fund, and Resolution 94-13, adopted in January, 1994.

VII. Citizen Participation:

Public testimony at the regular hearing for this matter.

VIII. Other Government Participation:

None necessary.

BE IT FURTHER RESOLVED that this firm's work be integrated with general signage for the Central Library, and plans for signage connected to philanthropic giving to the Central Library.

BE IT FURTHER RESOLVED that the design for the Central Library accommodate a fixed location coffee shop in the popular reading room, with appropriate plumbing and electrical facilities.

BE IT FURTHER RESOLVED that any design elements included for those purposes be compatible with the overall aesthetic design of the library.

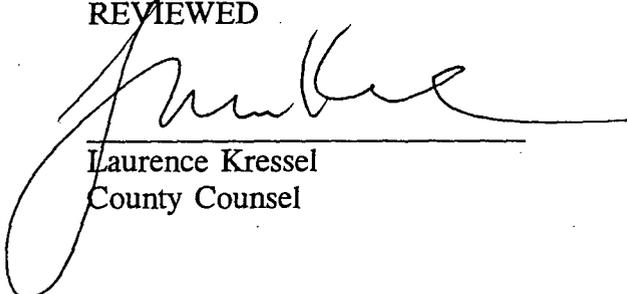
BE IT FURTHER RESOLVED that the final design of the Central Library be approved by the Board of County Commissioners prior to the approval of final contract documents

ADOPTED this _____ day of _____, 1994.

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED



Laurence Kressel
County Counsel

MEETING DATE: SEP 01 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: REVISION OF ALARM ORDINANCE

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

REGULAR MEETING: Date Requested: September 1, 1994
Amount of Time Needed: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Alarm Ordinance Unit

CONTACT Mary Ann Inglesby TELEPHONE #: 251-2411 x 525
BLDG/ROOM #: 313/102

PERSON(S) MAKING PRESENTATION: Mary Ann Inglesby

ACTION REQUESTED

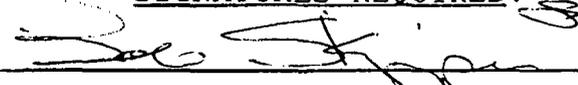
INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

2 Amendments submitted.

1. Currently governmental agencies are not required to pay permit fees and fines for excessive false alarms. The Sheriff recommends that governmental agencies be accountable to the same requirements as residential and commercial alarm users.
2. Periodically, an alarm system malfunctions and creates a public nuisance in a neighborhood. This amendment would give the police the ability to disconnect the alarm system.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG 25 AM 10:29



Multnomah County Sheriff's Office

BOB SKIPPER
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: Board of County Commissioners.

FROM: Robert G. Skipper, Sheriff *RGS*

DATE: August 24, 1994

REQUESTED PLACEMENT DATE: September 1, 1994

RE: Revision to Alarm Ordinance

This memo is submitted in compliance with the requirement for agenda item briefing/staff report supplement.

I. Recommendation/Action Requested

An ordinance amending the Multnomah County Code, Chapter 7.51;

1. by making governmental entities subject to alarm system permit fees and fines; and
2. by adding a procedure to disconnect alarm systems when they constitute a public nuisance.

II. Background/Analysis

The Alarm Ordinance Review Task force consists of 8 members, one representative of each jurisdiction participating in the alarm ordinance consortium and one member from the alarm industry. The Alarm Ordinance Review Task Force meets periodically to discuss alarm issues.

1. False alarm statistics generated by the Alarm Ordinance Unit identified governmental agencies having a high incidence of false alarms because there was no incentive to reduce false alarms. By permitting and fining governmental agencies, false alarms will be significantly reduced.
2. Periodically, an alarm system malfunctions and creates a public nuisance in neighborhood. This amendment would give the police the ability to disconnect the alarm system, thereby restoring peace to the neighborhood.

III. Financial Impact

Currently the Alarm Ordinance Unit has 457 governmental alarm users. 457 x \$12 permit fee = \$ 5,484.
Financial impact to the alarm ordinance program will be minimal.

IV. Legal Issues

None

V. Controversial Issues

Disconnecting nuisance alarms: The police will only disconnect audible perimeter alarms. The police will not forcibly enter a premise to deactivate a faulty alarm system.

VI. Link to Current County Policies

Follows current county policies.

VII. Citizen Participation

Both amendments were derived from citizen input.

VIII. Other Government Participation

The cities of Troutdale, Gresham, Fairview, and Wood Village have passed these two amendments within the last year. The City of Portland will be taking these same amendments to their council in September.

877/ZALM

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO.

4
5 An Ordinance amending the Multnomah County Code, Chapter 7.51,
6 by making governmental entities subject to alarm system permit fees
7 and fines and by adding a procedure to disconnect alarm systems
8 when they constitute a public nuisance.

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

10 Multnomah County ordains as follows:

11
12 Section I. Findings.

13 (A) Ordinance 114 (MCC Chapter 7.50) created the Burglary and
14 Robbery Alarm Ordinance. It was adopted in 1975. Ordinance 610
15 repealed Ordinance 114 and enacted a new ordinance (MCC
16 Chapter 7.51) in 1989. It was last amended in 1991.

17 (B) This ordinance is an amendment of the Burglary and
18 Robbery Alarm Ordinance to make governmental entities subject to
19 alarm system permit fees and fines and to add a procedure to
20 disconnect alarm systems when they constitute a public nuisance.

21 (C) An emergency is declared to coordinate County regulation
22 of burglary and robbery alarms with regulation by the City of
23 Portland and other cities in Multnomah County.

24
25 Section II. Amendments.

26 Multnomah County code Chapter 7.51 is amended to read as

1 follows:

2
3 **7.51.005. Title.**

4 This chapter shall be known as The Burglary and Robbery Alarm
5 Ordinance.

6 **7.51.010. Purpose and scope.**

7 (A) The purpose of this chapter is to encourage alarm users
8 and alarm businesses to assume increased responsibility for
9 maintaining the mechanical reliability and the proper use of alarm
10 systems to prevent unnecessary police emergency responses to false
11 alarms and thereby to protect the emergency response capability of
12 the county from misuse.

13 (B) This chapter governs burglary and robbery alarm systems,
14 requires permits, establishes fees, provides for allocation of
15 revenues and deficits, provides for fines for excessive false
16 alarms, provides for no response to alarms, provides for punishment
17 of violations and establishes a system of administration.

18 (C) Revenue generated in excess of costs to administer this
19 chapter shall be allocated for the use of participating law
20 enforcement agencies and for public education and training programs
21 in reduction of false alarms in accordance with MCC 7.51.070.

22 (D) The provisions of this chapter shall apply in any
23 municipal corporation in the county which has consented to the
24 application of this chapter. The provisions of this chapter shall
25 not apply in any municipal corporation in the county which has in
26 effect an ordinance having the same purpose as this chapter and

1 which is administered by Multnomah County officers or employees in
2 the manner provided herein pursuant to an intergovernmental
3 agreement.

4
5 **7.51.015. Definitions.**

6 (A) *Alarm business* means the business by any individual,
7 partnership, corporation, or other entity of selling, leasing,
8 maintaining, servicing, repairing, altering, replacing, moving or
9 installing any alarm system or causing to be sold, leased,
10 maintained, serviced, repaired, altered, replaced, moved or
11 installed any alarm system in or on any building, structure or
12 facility.

13 (B) *Alarm system* means any assembly of equipment, mechanical
14 or electrical, arranged to signal the occurrence of an illegal
15 entry or other activity requiring urgent attention and to which
16 police are expected to respond.

17 (C) *Alarm user* means the person, firm, partnership,
18 association, corporation, company or organization of any kind which
19 owns, controls or occupies any building, structure or facility
20 wherein an alarm system is maintained.

21 (D) *Automatic dialing device* means a device which is
22 interconnected to a telephone line and is programmed to select a
23 predetermined telephone number and transmit by voice message or
24 code signal an emergency message indicating a need for emergency
25 response. Such a device is an alarm system.

26 (E) *Bureau of emergency communications* is the city/county

1 facility used to receive emergency and general information from the
2 public to be dispatched to the respective police departments
3 utilizing the bureau.

4 (F) *Burglary alarm system* means an alarm system signaling an
5 entry or attempted entry into the area protected by the system.

6
7 (G) *Coordinator* means the individual designated by the
8 sheriff to issue permits and enforce the provisions of this
9 chapter.

10 (H) *False alarm* means an alarm signal, eliciting a response
11 by police when a situation requiring a response by the police does
12 not in fact exist, but does not include an alarm signal caused by
13 violent conditions of nature or other extraordinary circumstances
14 not reasonably subject to control by the alarm business operator or
15 alarm user.

16 (I) *Interconnect* means to connect an alarm system including
17 an automatic dialing device to a telephone line, either directly or
18 through a mechanical device that utilizes a telephone, for the
19 purpose of using the telephone line to transmit a message upon the
20 activation of the alarm system.

21 (J) *Primary trunk line* means a telephone line serving the
22 bureau of emergency communications that is designated to receive
23 emergency calls.

24 (K) *Robbery alarm system* means an alarm system signaling a
25 robbery or attempted robbery.

26 (L) *Sheriff* means the sheriff of Multnomah County or his

1 designated representative.

2 (M) *No response* means peace officers will not be dispatched
3 to investigate a report of an alarm signal.

4 (N) *Chief of police* means the chief of police of the law
5 enforcement agency of the municipality in which the alarm has
6 occurred, or his designated representative, and in municipalities
7 which do not have a chief of police, the mayor of the municipality
8 or his designated representative.

9 (O) *Sound emission cutoff feature* means a feature of an alarm
10 system which will cause an audible alarm to stop emitting sound.

11 (P) *System becomes operative* means when the alarm system is
12 capable of eliciting a response by police.

13 (Q) *Economically disadvantaged person* means a person
14 receiving public assistance and/or food stamps.

15 **7.51.020. Alarm users permits required; fees.**

16 (A) Every alarm user shall obtain an alarm user's permit for
17 each system from the coordinator's office within 30 days of the
18 time when the system becomes operative. Users of systems using
19 both robbery and burglary alarm capabilities shall obtain separate
20 permits for each function. Application for a burglar or robbery
21 alarm user's permit and a \$12.00 fee for each shall be filed with
22 the coordinator's office each year. Each permit shall bear the
23 signature of the sheriff and be for a one year period. The permit
24 shall be physically upon the premises using the alarm system and
25 shall be available for inspection by the sheriff.

26 (B) If a residential alarm user is over the age of 62 and/or

1 is an economically disadvantaged person and is a resident of the
2 residence and if no business is conducted in the residence, a
3 user's permit may be obtained from the coordinator's office
4 according to MCC 7.51.020 (A) without the payment of a fee.

5 (C) A \$25.00 charge will be charged in addition to the fee
6 provided in MCC 7.51.020 (A) to a user who fails to obtain a permit
7 within thirty (30) days after the system becomes operative, or who
8 is more than thirty (30) days delinquent in renewing a permit.

9
10 (D) If an alarm user fails to renew a permit within 30 days
11 after the permit expires, the coordinator will notify the alarm
12 user, by certified mail, that, unless the permit is renewed and all
13 fees and fines are paid within 30 days from the date of mailing of
14 the certified letter, police response to the alarm will thereafter
15 be suspended. If the permit is not renewed and all fees and fines
16 are not paid, the coordinator will suspend police response to the
17 alarm and make notifications as provided in 7.51.035 (B) 1 through
18 5.

19 **7.51.025. Fines for excessive false alarms.**

20 (A) Fines will be assessed by the coordinator for excessive
21 false alarms during a permit year as follows:

22	Second and third	
23	false alarms	\$50.00 each
24	Fourth and any	
25	additional false alarms	\$100.00 each

26 (B) The coordinator will notify the alarm user and the alarm

1 business by regular mail of a false alarm and the fine and the
2 consequences of the failure to pay the fine. The coordinator will
3 also inform the alarm user of his/her right to appeal the validity
4 of the false alarm to the sheriff, as provided in MCC 7.51.055. If
5 the fine has not been received in the coordinator's office within
6 30 days from the day the notice of fine was mailed by the
7 coordinator and there is no appeal pending on the validity of the
8 false alarm, the coordinator will send the notice of fine by
9 certified mail along with a notice of late fee of \$25.00. If
10 payment is not received within ten days of the day the notice of
11 late fee was mailed, the coordinator will initiate the no response
12 process and may initiate the enforcement of penalties.

13 **7.51.030. Corrective letter.**

14 [Ord. 610 § 2 (1989); Rpld. by Ord. 687 (1991)]

15 **7.51.035. No response to excessive alarms.**

16 (A) After the second false alarm the coordinator shall send
17 a notification to the alarm user by mail which will contain the
18 following information:

19 (1) That the second false alarm has occurred;

20 (2) That if two more false alarms occur within the
21 permit year the police will not respond to any subsequent
22 alarms without the approval of the sheriff or the chief of
23 police;

24 (3) That the approval of the sheriff or chief of police
25 can only be obtained by applying in writing for reinstatement.
26 The sheriff or chief of police may reinstate the alarm user

1 upon a finding that reasonable effort has been made to correct
2 the false alarms;

3 (4) That the alarm user has the right to contest the
4 validity of a false alarm determination through a false alarm
5 validity hearing. The request for such a hearing must be in
6 writing and within ten days of receipt of the notice of alarm
7 from the coordinator (see MCC 7.51.055 (A)).

8 (B) After the fourth false alarm within the permit year there
9 will be no police response to subsequent alarms without approval of
10 the sheriff or the chief of police. The coordinator shall send a
11 notification of the police response suspension to:

12
13 (1) The director of the bureau of emergency
14 communications;

15 (2) The sheriff, if the alarm occurred in an
16 unincorporated area; or

17 (3) The chief of police of the jurisdiction within which
18 the alarm is located;

19 (4) The alarm user by certified mail; and

20 (5) The persons listed on the alarm user's permit who
21 are to be contacted in case of emergency, by certified mail.

22 (C) The suspension of police response to an alarm shall begin
23 ten days after the date of delivery of the notice of suspension of
24 service to the alarm user unless a written request for a false
25 alarm validity hearing has been made in the required time period as
26 listed in MCC 7.51.055.

1 **7.51.040. Special permits.**

2 (A) An alarm user required by federal, state, county or
3 municipal statute, regulation, rule or ordinance to install,
4 maintain and operate an alarm system shall be subject to this
5 ordinance; provided:

6 (1) A permit shall be designated a special alarm user's
7 permit;

8 (2) A special alarm user's permit for a system which has
9 four false alarms in a permit year shall not be subject to the
10 no response procedure and shall pay the regular fine schedule;

11 (3) The payment of any fine provided for in paragraph
12 (2) of this subsection shall not be deemed to extend the term
13 of the permit.

14
15 (B) An alarm user which is a governmental political unit
16 shall be subject to this chapter[; but a permit shall be issued
17 without payment of a fee and shall not be subject to fine, payment
18 of additional fees or the imposition of any penalty provided
19 herein].

20 **7.51.045. User instructions.**

21 (A) Every alarm business selling, leasing or furnishing to
22 any user an alarm system which is installed on premises located in
23 the area subject to this chapter shall furnish the user with
24 instructions that provide information to enable the user to operate
25 the alarm system properly and to obtain service for the alarm
26 system at any time. The alarm business shall also inform each

1 alarm user of the requirement to obtain a permit and where it can
2 be obtained.

3 (B) Standard form instructions shall be submitted by every
4 alarm business to the sheriff. If the sheriff reasonably finds
5 such instructions to be incomplete, unclear or inadequate, the
6 sheriff may require the alarm business to revise the instructions
7 to comply with MCC 7.51.045 (A) and then to distribute the revised
8 instructions to its alarm users.

9 **7.51.050. Automatic dialing device: certain**
10 **interconnections prohibited.**

11 (A) It is unlawful for any person to program an automatic
12 dialing device to select a primary trunk line and it is unlawful
13 for an alarm user to fail to disconnect or reprogram an automatic
14 dialing device which is programmed to select a primary trunk line
15 within 12 hours of receipt of written notice from the coordinator
16 that it is so programmed.

17 (B) It is unlawful for any person to program an automatic
18 dialing device to select any telephone line assigned to the county
19 and it is unlawful for an alarm user to fail to disconnect or
20 reprogram such device within 12 hours of receipt of written notice
21 from the coordinator that an automatic dialing device is so
22 programmed.

23 **7.51.055. Hearing.**

24 (A) An alarm user who wants to appeal validity of a false
25 alarm determination by the coordinator may appeal to the sheriff
26 for a hearing. The appeal must be in writing and must be requested

1 within ten days of the alarm user having received notice of the
2 alarm from the coordinator. Failure to contest the coordinator's
3 determination in the required time period results in a conclusive
4 presumption for all purposes that the alarm was false.

5 (B) If a hearing is requested, written notice of the time and
6 place of the hearing shall be served on the user by the sheriff by
7 certified mail at least ten days prior to the date set for the
8 hearing, which date shall not be more than 21 nor less than ten
9 days after the filing of the request for hearing.

10 (C) The hearing shall be before the sheriff. The coordinator
11 and the alarm user shall have the right to present written and oral
12 evidence, subject to the right of cross-examination. If the
13 sheriff determines that the false alarms alleged have occurred in
14 a permit year, the sheriff shall issue written findings waiving,
15 expunging or entering a false alarm designation on an alarm user's
16 record at his discretion. If false alarm designations are entered
17 on the alarm user's record, the coordinator shall pursue fine
18 collection as set out in MCC 7.51.025.

19 (D) The sheriff may appoint another person to be a hearings
20 officer to hear the appeals and to render judgment.

21 **7.51.060. Sound emission cutoff feature.**

22 (A) Alarm systems which emit audible sound which can be heard
23 outside the building, structure or facility of the alarm user,
24 shall be equipped with a sound emission cutoff feature which will
25 stop the emission of sound 15 minutes or less after the alarm is
26 activated.

1 (B) When an alarm system can be heard outside a building,
2 structure, or facility for more than 15 minutes continuously or
3 intermittently, and the alarm owner or alarm company is not readily
4 available or able to silence the device, it becomes a public
5 nuisance and the sheriff is authorized to physically disconnect the
6 sounding device. The county shall not be liable for any cost of,
7 or associated with, disconnecting or reconnecting the alarm. The
8 alarm owner shall be liable for such costs.

9 **7.51.065. Confidentiality; statistics.**

10 (A) All information submitted in compliance with this chapter
11 shall be held in the strictest confidence and shall be deemed a
12 public record exempt from disclosure pursuant to ORS 192.502 (3)
13 and any violation of confidentiality shall be deemed a violation of
14 this chapter. The coordinator shall be charged with the sole
15 responsibility for the maintenance of all records of any kind
16 whatsoever under this chapter.

17 (B) Subject to the requirements of confidentiality, the
18 coordinator shall develop and maintain statistics having the
19 purpose of assisting alarm system evaluation for use by members of
20 the public.

21 **7.51.070. Allocation of revenues and expenses.**

22 (A) With the exception of four dollars of each permit fee
23 paid by alarm users within the City of Portland, which shall be
24 paid directly to the City of Portland, all fees, fines and
25 forfeitures of bail collected pursuant to this chapter or an
26 ordinance of a municipal corporation having the same purpose as

1 this chapter and which is administered by Multnomah County officers
2 or employees shall be general fund revenue of Multnomah County;
3 provided, however, that Multnomah County shall maintain records
4 sufficient to identify the sources and amounts of that revenue.

5 (B) Multnomah County shall maintain records in accordance
6 with sound accounting principles sufficient to determine on a
7 fiscal year basis the direct costs of administering this chapter
8 and ordinances of municipal corporations having the same purpose as
9 this chapter and which are administered by Multnomah County
10 officers or employees, including salaries and wages (excluding the
11 sheriff individually), travel, office supplies, postage, printing,
12 facilities, office equipment and other properly chargeable costs.

13 (C) Not later than July 31 of each year, Multnomah County
14 shall render an account to each municipal corporation having an
15 ordinance having the same purpose as this chapter and which is
16 administered by Multnomah County officers or employees, which
17 account shall establish the net excess revenue or cost deficit for
18 the preceding fiscal year and shall allocate that excess revenue,
19 if any, or deficit, if any, to the county and any municipal
20 corporation entitled to an account proportionately as the number of
21 permits issued for alarm systems within the corporate limits of the
22 respective municipal corporations and the unincorporated areas of
23 Multnomah County bears to the whole number of permits issued in
24 Multnomah County; provided, that no allocation shall be made if the
25 net excess revenue or deficit is less than \$2,500.

26 (D) Distribution by the county of any excess revenue or

1 payment of allocated deficit amounts by a municipal corporation
2 shall be made not later than September 1 of each fiscal year.

3 (E) "Sound accounting principles" as used in this section,
4 shall include, but not be limited to, practices required by the
5 terms of any state or federal grant or regulations applicable
6 thereto which relate to the purpose of this ordinance.

7 **7.51.075. Interpretation.**

8 This chapter and any ordinance of a municipal corporation
9 having the same purpose as this chapter and which is administered
10 by Multnomah County officers or employees shall be liberally
11 construed to effect the purpose of this chapter and to achieve
12 uniform interpretation and application of the respective
13 ordinances.

14 **7.51.080. Enforcement and penalties.**

15 (A) Enforcement of this chapter may be by civil action as
16 provided in ORS 30.315, or by criminal prosecution, as provided in
17 ORS 203.810 for offenses under county law.

18 (B) Violation of this chapter shall be punished upon
19 conviction by a fine of not more than \$500.

20 (C) The failure or omission to comply with any section of
21 this chapter shall be deemed a violation and may be so prosecuted,
22 subject to the penalty provided in paragraph (B) of this section.

23
24 **Section III. Adoption.**

25 ADOPTED this _____ day of _____, 1994,
26 being the date of its _____ reading before the Board of

1 County Commissioners of Multnomah County, Oregon.

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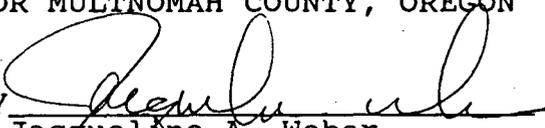
(SEAL)

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber
Assistant County Counsel

F:\DATA\COUNSEL\WPDATA\FIFTEEN\515SND.ORD\sf.d

MEETING DATE: SEP 01 1994
AGENDA DATE: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with CHD Public Health Authority of Columbia County

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____
REGULAR MEETING Date Requested: 8/11/94
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____
CONTACT: Fronk TELEPHONE#: 4274
BLDG/ROOM#: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED

() INFORMATIONAL ONLY () POLICY DIRECTION (x) APPROVAL () OTHER

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

Ratification of agreement with CHD Public Health Authority of Columbia County. Multnomah County will provide state funds for contractor to maintain a program of HIV case management services for residents of Columbia County. This is the first contract with the contractor.

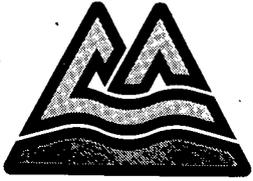
all original to Herman Blaine

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Billi Odegaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questiona: Call the Office of the Board Clerk 248-3277/248-5222
5654.doc

BOARD OF
COUNTY COMMISSIONERS
1994 AUG 23 PM 3:05
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard *Billi*

REQUESTED PLACEMENT DATE: 8/11/94

DATE: July 27, 1994

SUBJECT: Agreement with CHD Public Health Authority of Columbia County

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with CHD Public Health Authority of Columbia County for the period upon execution to and including June 30, 1995.
- II. Background/Analysis: This is the first agreement with CHD Public Health Authority of Columbia County to provide HIV case management services for persons with disabling HIV disease. The State has provided the County with funds to disburse to other local governments as necessary in order to provide a wide range of HIV services to the public.
- III. Financial Impact: Multnomah County will pay contractor a maximum of \$8,082 for the services.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governments in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200575

Amendment # _____

MULTNOMAH COUNTY, OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-8</u> DATE <u>9/1/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide HIV case management services for persons with disabling HIV disease.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CHD Public Health Authority of Columbia County

Mailing Address PO BOX 995
ST. HELENS, OREGON 97051

Phone 397-4651

Employer ID# or SS# _____

Effective Date Upon Execution

Termination Date June 30, 1995

Original Contract Amount \$ REQ

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ 8,082

REQUIRED SIGNATURES:

Department Manager Billi Odegard / AS

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 8-1-94

Date _____

Date 21 Aug 94

Date September 1, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0320			6060		0371	HIV Consortia	REQ	
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
CHD PUBLIC HEALTH AUTHORITY OF COLUMBIA COUNTY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ___ day of _____, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CHD PUBLIC HEALTH AUTHORITY OF COLUMBIA COUNTY, (hereinafter referred as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

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

1. Term.

The term of this Agreement shall be from date of execution, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to maintain a program of HIV case management services. Program activities may include:

- 1) Develop ongoing linkages with existing HIV/AIDS service providers such as Multnomah County Health Department, Cascade AIDS Project and other local advocacy groups.
- 2) Recruit and train local volunteers.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.
- 5) Educational and resource materials development and distribution including medical records forms.
- 6) Purchase and distribution of vouchers for medical care and support services.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

- 1) Initial Contact and Needs Assessment to identify the physical, psychosocial

and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.

- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.
- 3) Intervention, based on plan of care which may include referral for:
 - Medication management
 - Nutritional support
 - Coordination of volunteers
 - Disease specific education of clients and caregivers
 - Caregiver respite
 - Child care
 - Grief and loss counseling
 - Personal care decisions
 - Benefits eligibility
 - Stress reduction
 - Mental health assessments
 - Substance abuse treatment
 - Spiritual counseling
 - Emotional support to clients, partners, and family members
 - Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
 - Coordination of client care
 - Coordination of home health agency and hospice nursing
- 4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping.

C. CONTRACTOR agrees to provide local match of .2 FTE Community Health Nurse and associated mileage, training, printing and indirect costs.

D. .2 FTE CHN funded under this program will provide a minimum of 20 case management contacts per months.

E. Submit a quarterly report to COUNTY on approved Ryan White reporting forms.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$8,028 based on the following terms:

- 1) A maximum of \$600 per month upon receipt of a monthly report detailing the number of case management visits.
- 2) A maximum of \$2,000 per year for medical vouchers, support services vouchers, emergency housing vouchers, educational materials and interpreters upon receipt of a monthly line item expenditure report.

3) Expenditure reports will be sent to HIV Contract Manager, Multnomah County Health Department, 20 NE 10th, 2nd floor, Portland, OR 97232.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

4. Contractor is Independent Contractor

A. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

B. CONTRACTOR agrees to hold COUNTY harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this Contract.

C. CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

D. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this Contract and is incorporated herein as part of this Contract.

E. While this Contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefore immediately upon demand.

F. In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

G. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

H. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

I. Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of this Contract.

5. Workers Compensation

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this Contract and incorporated herein as part of this Contract.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Contract, CONTRACTOR agrees to renew such insurance before such expiration and provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

6. Contractor Identification

CONTRACTOR shall furnish to COUNTY its employer identification number, as designed by the Internal Revenue Service.

7. Subcontracts and Assignment

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Contract incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records

A. CONTRACTOR agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the CONTRACTOR as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Contract. Contract costs disallowed as the result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If a Contract cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such cost.

9. No Religious Content in Program Delivery or Service

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the services funded under this Contract. The language in this section is not intended to abridge a client's individual rights to exercise freedom of religion and/or speech.

10. Adherence to Law

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

11. Modification

A. In the event that COUNTY'S Contract obligation is amended by a federal or state initiated change, COUNTY shall amend this Contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

B. Any other amendments to the provisions of this Contract, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Contract contains the entire Contract between the parties and supersedes all prior written or oral discussions or Contracts.

13. Non-Violation of Tax Laws

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Contract may, at the option of either party, be cause for termination of the Contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and /or service, which may include withholding of funds. Waiver by either party of any violation of this Contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Contract.

B. This Contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any licenses or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Contract.

2) Upon notice if CONTRACTOR fails to start-up services on the date specified in this Contract, or if CONTRACTOR fails to continue to provide service for the entire Contract period.

3) Upon notice to COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to CONTRACTOR will include all services provided through the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Contract.

E. Termination under any provision of this section shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

15. Litigation.

A. In cases of litigation arising out of this Contract between COUNTY and CONTRACTOR, the prevailing party to litigation shall be entitled to reasonable attorney's fees.

B. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this Contract.

16. Oregon Law and Forum

This Contract shall be construed according to the law of the state of Oregon.

17. Record Confidentiality

CONTRACTOR agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

18. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the CONTRACTOR shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CHD PUBLIC HEALTH AUTHORITY OF
COLUMBIA COUNTY

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By *Wally Stein*

Multnomah County Chair

Date September 1, 1994

HEALTH DEPARTMENT

By *Billi Odegaard*

Billi Odegaard, Director

Date 8-1-94

By *Green Arch*

Program Manager

Date July 25, 1994

REVIEWED:

LAURENCE B. KRESSEL, County
Counsel for Multnomah County, Oregon

By *L. Kessel*

Date 21 Aug 94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 9/1/94
DEB BOGSTAD
BOARD CLERK

3132k

MEETING DATE: SEP 01 1994

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with the State of Oregon, Adult and Family Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Board is requested to approve this LIMITED LICENSE TO ACCESS CONFIDENTIAL CLIENT RECORDS agreement with the State of Oregon, Adult and Family Services Division. Information pertaining to Adult and Family Services Division applicants and recipients will be made available to County staff as necessary to determine the eligibility of applicants wishing to participate in the Oregon Health Plan. The State will not charge the County for the service.

*9/1/94 originals to Herman
Brame*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG 23 PM 3:05

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Odgaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odgaard

REQUESTED PLACEMENT DATE:

DATE: July 26, 1994

SUBJECT: Limited License agreement with the State of Oregon, Adult and Family Services Division

- I. Recommendation/Action Requested: The Board is requested to approve a Limited License Access agreement with the State of Oregon, Adult and Family Services Division permitting Multnomah County to access Confidential Client Records beginning on the date of execution until written notice of termination is submitted by either party.
- II. Background/Analysis: The Health Department's Oregon Health Plan Choice Counselors provide the public with Oregon Health Plan eligibility screening. The Adult and Family Services Division has information necessary to determine client eligibility and will make the data available to appropriate staff through this licensing agreement. Information pertaining to Adult and Family Services Division applicants and recipients is strictly limited to information necessary to administer the Oregon Health Plan.
- III. Financial Impact: The State will not charge for the service, but the County will be responsible for costs related to the acquisition of all equipment, software, data lines or connections necessary to provide the County with access to Adult and Family Services Division client records.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental units.

VII. Citizens Participation: None.

VIII. Other Government Participation: None.

6000.doc



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 200555

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-9</u> DATE <u>9/1/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract LIMITED LICENSE TO ACCESS CONFIDENTIAL CLIENT RECORDS necessary to screen Oregon Health Plan applicants.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Adult and Family Services Division
 Mailing Address 500 Summer Street NE
Salem, Oregon 97310-1013

Phone (503) 945-5600

Employer ID# or SS# _____

Effective Date Date of Execution

Termination Date Written notice by either party

Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Adgaard

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff Melody Cain

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

Encumber: Yes No

Date 9/27/94

Date _____

Date 21 Aug 94

Date September 1, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	07110920			6110		0314	AFS Access	N/A	
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE



LIMITED LICENSE TO ACCESS CONFIDENTIAL CLIENT RECORDS

License Number _____

This License to Access Confidential Client Records is hereby granted by the State of Oregon, Adult and Family Services Division to:

_____ ,
hereafter known as Licensee.

AFS May Revoke This License At Anytime.

Purpose:

Licensee has requested access to Adult and Family Services Division (AFS) client records, including computerized files, necessary to administer Federal and federally-assisted programs managed and operated by Licensee.

Scope of License:

Under this License, AFS grants access to client records by authorized officers, agents, and employees of Licensee. The use or disclosure of information concerning AFS applicants and recipients is strictly limited to the information required by Licensee for the purpose of administering the following specific program(s):

OREGON HEALTH PLAN

Access to such client records is limited, for each individual officer, employee, or agent, to the specific data items stated on their respective Data Access Application, Individual User Profiles.

This license to Licensee, and its officers, employees, or agents, is revocable at any time, without notice or cause, by AFS.

For the purpose of this License, client records are defined as any written materials or other printed materials, computer files, or electronic data regarding a public assistance applicant or recipient, including, but not limited to, all public assistance eligibility information and personal client information provided by the client or by others to AFS.

Receiving Agency's Duties:

1. Licensee shall comply with all federal and state laws, rules, and regulations regarding the disclosure of public assistance and AFS client records. Licensee, and its officers, agents, and employees, shall not use or disclose information contained in any AFS client records unless such use or disclosure is directly required for the administration of Licensee's managed and operated Federal or federally assisted programs which provide assistance to individuals on the basis of need.



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1013
Salem - (503) 945-5600
FAX - (503) 373-7492
TDD - (503) 945-5895

Licensee, and its officers, agents, and employees, shall only access client records for those AFS clients who have signed an Authorization for the Release of Information form authorizing AFS to release information to Licensee. The Authorization for the Release of Information form signed by the client must be on file with Licensee. A copy of the Authorization for the Release of Information form signed by the client shall be made available to AFS upon request.

2. Licensee shall administer, control, and monitor access and use of the data obtained under this License to ensure that the confidential nature of the information is preserved. Failure to do so shall result in the immediate revocation of this License.
 - a) Access to AFS client records is being provided for the exclusive use of Licensee and its officers, agents, and employees and is strictly limited to the specific programs named under Scope Of License. Licensee shall not release any of the information contained in AFS client records, and disclosed under this License, to any other agencies or individuals.
 - b) Licensee shall limit access to AFS client records to only those officers, agents, and employees of Licensee who have a need to access AFS client information under this License, and who have signed an oath of confidentiality. Licensee shall prohibit and prevent all other parties from accessing or using AFS information covered by this License. The parties prohibited include, but are not limited to those officers, employees, and agents, who have not signed an oath of confidentiality and have therefore not been specifically authorized by AFS to access client records.
 - i. Licensee shall ensure that its officers, agents, and employees who have or will have access to client records understand federal and state laws, rules, and regulations regarding the disclosure of such information. Licensee, and its officers, agents and employees shall agree in writing to comply with these laws and to access only that information contained in a client's records as is necessary to carry out the administration of the Federal or federally assisted programs within the Scope of this License.
 - ii. Licensee must certify that the officers, agents, and employees who will use the information from AFS client records understand their responsibility for maintaining client confidentiality and have signed an oath of confidentiality. Licensee shall maintain the original copy of the signed oath of confidentiality on file in the officer's, agent's or employee's official personnel records. Licensee shall maintain the original copies of all signed oaths of confidentiality for not less than five years and one month following termination of the individual officer, agent, or employee. A copy of the oath of confidentiality signed by Licensee, and its officers, agents, and employees, shall immediately be made available to AFS upon request.
 - iii. Licensee must submit to AFS a completed Individual User Profile for each officer, agent, and employee for whom direct access to AFS client records is requested. Licensee shall ensure that its officers, agents, and employees, do not divulge, or otherwise allow any other person to have access to, their Personal Security Code.

- iv. Licensee, or any of its officers, agents, or employees who wrongfully use or disclosure AFS client records accessed under this agreement shall immediately have their access privileges revoked, and will be subject to charges of Perjury (ORS 162.065), a Class C felony; False Swearing (ORS 162.075), a Class A Misdemeanor; or Misuse of Confidential Information (ORS 162.425), a Class B Misdemeanor. In addition, wrongful use or disclosure of AFS client records by Licensee shall cause the immediate revocation of this License.
 - c) Licensee, and its officers, agents, and employees, shall not modify, alter, delete or destroy any data which is made available and shall not access data for purposes other than those specifically authorized under this License.
 - d) Licensee shall immediately notify AFS Chief Data Steward or designee whenever:
 - i. Licensee, or its officers, agents, or employees violates any provision of this License, including, but not limited to, wrongful use or disclosure of information contained in AFS client records, unauthorized modification of AFS client records, or wrongful disclosure of Security Codes assigned to the Licensee and its officers, agents, and employees; or,
 - ii. Employment of officers, agents, or employees of Licensee who have access to AFS client records terminates; or
 - iii. Licensee, or any of its authorized officers, agents, and employees no longer require access to AFS client records whether due to changes in their individual duties or due to changes in the Licensee's programs covered under this License.
 - e) Licensee shall maintain a physically secure location for all equipment and secure storage place for all client records gained through this License to prevent access by unauthorized persons or inadvertent destruction or loss. In addition, Licensee shall guarantee that all information obtained through this License will be destroyed by shredding or a similar method of destruction when the AFS authorized use for that information ends.
 - f) Licensee shall allow AFS access to the officers, agents, and employees and facilities of the Licensee so that AFS may verify that the Licensee is complying with the terms of this License. Such access must be granted upon notification by the AFS Chief Data Steward or designee.
3. AFS agrees to promptly review all Data Access Applications. As part of the process, when appropriate, AFS will:
- a) Notify the Licensee of the approval or denial of its request for each individual officer, agent, and employee for whom access has been requested. When appropriate, AFS shall provide the Licensee, and its authorized officers, agents and employees, with User Identification Access Codes and Security Codes for accessing AFS computer records.
 - b) Provide any unique log-on identifiers for mainframe-linked terminals.
 - c) Ensure that updates to approved inquiry processes and instructions are provided to Licensee.
4. The following attachments are hereby incorporated and made part of this License:

- a) Copy of the Data Access Application completed by the Licensee. The completed Individual User Profile section of the Data Access Application for each of its officers, agents, and employees for whom access to AFS client records is being requested shall be attached to and shall become part of the License upon approval.
- b) List of terminals used to access the files and their locations.

Costs:

Costs related to the acquisition of all equipment, software, data lines or connections necessary to provide Licensee with access to AFS client records will be the responsibility of Licensee, unless otherwise agreed to by contract or written agreement.

Term of License:

This License remains in effect unless terminated by written notice submitted by either party. AFS reserves the right to periodically review its authorization of Licensee, and its officers, agents, and employees, to access AFS client records under this License. AFS may revoke this license at any time.

This License becomes effective on the date execution by all parties is completed.

Signatures:

Licensee

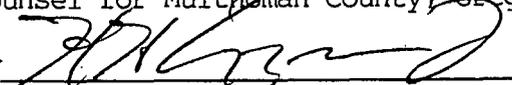
by 
 Title Beverly Stein
Multnomah County Chair
 Date September 1, 1994

Adult and Family Services

by _____
 Title _____
 Date _____

REVIEWED:

LAURENCE B. KRESSEL, County Counsel for Multnomah County, Oregon

By 
 Date 21 Aug 94

Reviewed:

 AFS Chief Data Steward
 Date _____

 AFS Contracts Officer
 Date _____

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-9 DATE 9/1/94
DEB BOGSTAD
 BOARD CLERK

DATA ACCESS APPLICATION

Principles for Access to Division Files.

Access to information contained in Adult and Family Services data files can be authorized only if all the following conditions are met and a license agreement has been signed by all parties:

- The receiving agency is funded by the Federal Government for a needs based program and the use of the information will be restricted to that federally funded program. This is applicable even if the agency is a sub-grantee or contractor to a federal grantee or sub-grantee.
- The receiving agency has established a sound method to ensure the confidentiality of the information. The sound method must preserve all printouts as well as restrict access to terminals and other computer access devices or computers which contain the information. In addition, the method must have impressed on the staff that the information is made available on a "need-to-know" basis.
- The privacy rights of the client will be preserved.
- The receiving agency is made aware of and understands the applicable confidentiality laws (ORS 411.300, 411.320, 7 CFR 272.1(c), 45 CFR 205.50, 42 CFR Part 431, (300 through 307), 42 USC 602(a)(9), 42 USC 1396 a (7), and 7 USC 2020 (e)(8)
- The receiving agency has appointed a management employee to supervise access and maintain training of staff.
- The receiving agency will be responsible for the costs of access unless otherwise agreed to under contract or written agreement.
- The receiving agency indemnifies AFS for all claims which arise out of the agency's accessing of the information.
- Receiving the information will assist in providing benefits or protection to the client.
- The receiving agency obtains a signed client release of information authorizing Adult and Family Services to release information to the receiving agency.
- The receiving agency executes an agreement with AFS in which the agency agrees to meet all of the above conditions.

DATA ACCESS APPLICATION

Agency Profile

The following information is being submitted as an application to access confidential client information from Adult and Family Services Division. The information provided will be used to establish the written agreement between AFS and the requesting agency.

Agency Name:	Multnomah County Health Department		
Business Address:	426 SW Stark, 8th Floor		
	Portland, Oregon 97204		
Telephone:	248-3674	FAX:	248-3676
JOB'S Prime Contractor	<input type="checkbox"/>	JOB'S Sub-Contractor	<input type="checkbox"/>
		State Agency	<input type="checkbox"/>
County Agency	<input checked="" type="checkbox"/>	Community Agency	<input type="checkbox"/>
		Other	_____
Contact Person:	G. Jean Thomas/Kathleen Fuller-Poe		Phone: 248-3674 x6590

Program Title or Name	Medicaid/Medicare - OHP Eligibility Screening		
Describe the benefits being provided our mutual clients by the above program.			
The Health Department's OHP Choice Counselors provide the public (families with children/pregnant with children) with OHP Eligibility Screening.			
The OHP Choice Counselors would have the ability to access Eligibility data.			
Are Federal funds used as part of these benefits?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Will the AFS information obtained for this program be used exclusively by your agency <u>and</u> for the purpose for which it is being made available?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Do all staff in your agency operate under written rules of confidentiality and have all staff been instructed in the intent and application of those rules?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does your agency obtain and keep a signed Release of Information from the client?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Signature:	<u>Tomhow</u>		Date: 7/26/94
	Accountable Executive		

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: MULTNOMAH COUNTY HEALTH DEPARTMENT

Business Address: 426 SW. STARK 8th FLOOR, PELD 97204

Employee's Name: G. JEAN THOMAS

Social Security Number: 532-50-3807 Telephone Number: 248-3674 X 6590

Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: MEDICAID OPERATIONS SUPERVISOR

Program(s) for which the data is needed: OHP ELIGIBILITY SCREENING

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>ECAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLMENT FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: G. Jean Thomas Date: 7.26.94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tomhor Date: 7/26/94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: MULT CO. HEALTH DEPT, WESTSIDE CHNIC

Business Address: 426 SW STARK ^{4TH} PDX, OR 97204

Employee's Name: MARY COUGEN RUSSELL

Social Security Number: 544 56 9611 Telephone Number: 248 5140^X 4617

Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: ELIGIBILITY SPECIALIST

Program(s) for which the data is needed: OHP ELIGIBILITY SCREENING

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLMENT FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: M. Cougen Russell Date: 7-22-94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tomson Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: MULTNOMAH COUNTY, HEALTH DEPT. NORTHEAST HEALTH CENTER

Business Address: 5329 NE MARTIN LUTHER KING BLVD 97211

Employee's Name: MARCY SUGARMAN

Social Security Number: 541-64-7391 Telephone Number: 248-5183 x4962

Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: ELIGIBILITY SPECIALIST

Program(s) for which the data is needed: OHP ELIGIBILITY SCREENING

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLING FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: Marcy Sugarman Date: JULY 25, 1994

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tom Hood Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: Multnomah County Health Dept. North Portland Clinic

Business Address: 8918 N. Woolsey Avenue

Employee's Name: Katherine R. Millner

Social Security Number: 544-76-0967 Telephone Number: 248-5304 x 7700

Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: Eligibility Specialist

Program(s) for which the data is needed: OHP Eligibility Screening

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLMENT FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: Katherine R. Millner Date: 7/25/94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tompon Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: Multnomah County Health Dept. Mid-County Health Center
 Business Address: 12710 SE Division Portland, OR 97236
 Employee's Name: Leslie Bottimore
 Social Security Number: 563-43-2191 Telephone Number: 248-3601 x4611
 Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE
 Position Title: Eligibility Specialist
 Program(s) for which the data is needed: DHP Eligibility Screening

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLM'T FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: Leslie Bottimore Date: 7/22/94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tomhorn Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: Multnomah County Health Dept / Mid-County Health Clinic

Business Address: 12710 SE Division St, Portland, OR 97236

Employee's Name: Seng C. Thad

Social Security Number: 586-10-4483 Telephone Number: 2483601 X4611

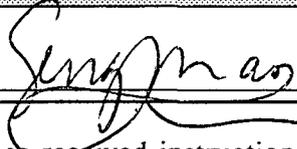
Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: Eligibility specialist

Program(s) for which the data is needed: OHP Eligibility screening

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLMENT FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature:  Date: 7/25/94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature:  Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: McClatskanie County Health Department

Business Address: Southeast Health Center 3653 SE 34th 97202

Employee's Name: Tricia A. McClendon

Social Security Number: 541-13-6020 Telephone Number: 248-3500 ext. 2040

Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: Eligibility Specialist

Program(s) for which the data is needed: OHP Eligibility - Screening

Data item or information being requested:	Screens now used if any:	Purpose or intended use:
SYSM		ELECTRONIC MAIL BOX
SRCH		SEARCH SCREEN
ELGX		THIRD PARTY INSURANCE
FCAS		FOOD STAMPS CASES
KESL		LIST OF MANAGED HEALTH CARE
NERC		ENROLLMENT FOR MANAGED HEALTH CARE

Continue on reverse if additional space is needed.

Employee's Signature: Tricia A. McClendon Date: 7-25-94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Townson Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: MULTNOMAH COUNTY, HEALTH DEPT. SEC. HC
 Business Address: 3653 34th Av. PORTLAND, OR 97202
 Employee's Name: CONNIE CANARIOS
 Social Security Number: 555-25-4306 Telephone Number: 248-3500
 Personal DHR SYSM Number if any: None DHR Printer id Number if any: None
 Position Title: ELIGIBILITY SPECIALIST
 Program(s) for which the data is needed: OHP ELIGIBILITY SCREENING

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLMENT FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: Connie Canarios Date: 1/26/94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tomshaw Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: MULT CO. HEALTH DEPT. NORTH EAST CLINIC
 Business Address: 5329 NE MARTIN LUTHER KING, JR. PORTLAND 97211
 Employee's Name: MARINA CATANO
 Social Security Number: 328-42-6529 Telephone Number: 248-518 X 2416
 Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE
 Position Title: ELIGIBILITY SPECIALIST
 Program(s) for which the data is needed: OHP ELIGIBILITY SCREENING

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYSM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>EXORDINATE FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: Marina Catano Date: 7-25-94

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tom Howard Date: 7-26-94

DATA ACCESS APPLICATION

Individual User Profile

The DHR computer security system is individual user specific. The information below will create a Security Profile and Personal User ID for each approved employee. Each employee needing access must complete this page.

PLEASE PRINT OR TYPE

Agency: MULTNOMAH COUNTY HEALTH DEPT. - EAST COUNTY HEALTH CTR

Business Address: 620 NE. 2ND AVE, GRESHAM OR 97030

Employee's Name: APRIL KRAMER

Social Security Number: 542-72-4918 Telephone Number: 248-5155X 4356

Personal DHR SYSM Number if any: NONE DHR Printer id Number if any: NONE

Position Title: ELIGIBILITY SPECIALIST

Program(s) for which the data is needed: OHP ELIGIBILITY SCREENING

<u>Data item or information being requested:</u>	<u>Screens now used if any:</u>	<u>Purpose or intended use:</u>
<u>SYAM</u>		<u>ELECTRONIC MAIL BOX</u>
<u>SRCH</u>		<u>SEARCH SCREEN</u>
<u>ELGX</u>		<u>THIRD PARTY INSURANCE</u>
<u>FCAS</u>		<u>FOOD STAMPS CASES</u>
<u>KESL</u>		<u>LIST MANAGED HEALTH CARE</u>
<u>NERC</u>		<u>ENROLLMENT FOR MANAGED HEALTH CARE</u>

Continue on reverse if additional space is needed.

Employee's Signature: _____ Date: _____

The above named person has received instructions regarding client confidentiality, intended use of the requested information and has signed our organization confidentiality statement. The data items listed above are needed to conduct the business of the described program(s).

Manager's Signature: Tom Date: 7-26-94

MEETING DATE: SEP 01 1994

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOTICE OF INTENT TO APPLY FOR FEDERAL HUD SUPPORTIVE HOUSING PROGRAM GRANT

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: ~~AUGUST 18, 1994~~ September 1, 1994

Amount of Time Needed: _____

DEPARTMENT: _____ **DIVISION:** COMMUNITY & FAMILY SERVICES DIVISION

CONTACT: DENNIS L. ADAMS **TELEPHONE #:** 248-3658 EXT. 6438

BLDG/ROOM #: 160/5TH FLOOR

PERSON(S) MAKING PRESENTATION: DENNIS L. ADAMS, NANCY HESSELMAN, & JESSICA LETNER

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

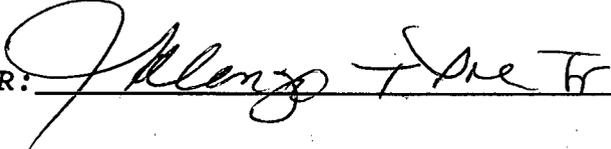
APPLICATION FOR A THREE YEAR GRANT FROM HUD SUPPORTIVE HOUSING PROGRAM. THE GOAL OF THIS \$1.3 MILLION DOLLAR GRANT IS TO EXPAND THE OPPORTUNITIES FOR PERMANENT HOUSING FOR PERSONS WITH DISABILITIES, THROUGH RENT SUBSIDIES AND SUPPORT SERVICES.

STATE OF
CLATSOP COUNTY
CLERK
1994 AUG 17 AM 8:52
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

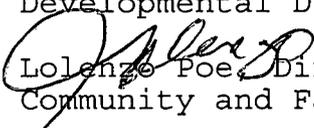
COMMUNITY & FAMILY SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3658 FAX (503) 248-3648
TDD (503) 248-3598

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

MEMORANDUM

To: Board of County Commissioners

From: Dennis Adams, Manager 
Developmental Disabilities Program

Via:  Lolenge Poe, Director
Community and Family Services Division

Date: August 2, 1994

Subject: Notice of Intent to Apply for Federal HUD Supportive
Housing Program Grant

1. Recommendation/Action Requested: The Community and Family Services Division, Developmental Disabilities Program, recommends that the Board of Commissioners approve the Notice of Intent to apply for a federal Supportive Housing Program grant under the McKinney Act. The program is funded by the U.S. Department of Housing and Urban Development (HUD). The grant period is for three years beginning at execution of contract. The grant, if awarded, may be renewable. Attached to this memorandum is a copy of the Notification of Funding Availability for Homeless Assistance published on May 10, 1994.
2. Background Analysis: The goal of the application is to expand the opportunities for permanent supportive housing for persons with developmental disabilities who would be otherwise homeless. The project would offer intensive in-home supports and gradually-decreasing rent subsidies as individuals increase their living skills and financial independence. The project will focus on individuals with developmental disabilities who do not receive funded services, in an effort to close the gap between those who receive some form of government assistance and those who do not.
3. Financial Impact: The application will be for approximately 1.3 Million dollars for an initial three year grant.
4. Legal Issues: None known

Notice of Intent to Apply for Federal HUD Supportive Housing
Program
August 2, 1994
page 2 of 2

5. Controversial Issues: None known
6. Link to Current County Policies: The application is consistent with the current Comprehensive Housing Affordability Strategy. Housing for special needs populations, including persons with developmental disabilities, is given a Priority 1 ranking in the CHAS. Support services are needed to attain and sustain permanent housing.
7. Citizen Participation: The Developmental Disabilities Coordinating Council is the advisory group to the Developmental Disabilities Program. The Council has citizen representation.
8. Other Government Participation: This project is designed to assist individuals with developmental disabilities who reside in Multnomah County and who receive services from the Developmental Disabilities Program. The project will be conducted by Developmental Disabilities Program employees. Although there will be no formal participation by other government agencies, the project is intended to maximize opportunities for community integration.

Estimated Filing Timeline: Grant proposals must be received by HUD, Office of Special Needs Assistance Programs, in Washington, D.C. by 6:00pm EST on Friday, August 5, 1994.

RECEIVED JUL 19 1994

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of the Assistant Secretary for
Community Planning and Development

May 10, 1994

**Notice of Funding Availability for
Homeless Assistance**

Supportive Housing Program (SHP)

Shelter Plus Care (S+C)

**Sec 8 Moderate Rehabilitation Single Room Occupancy
Program for Homeless Individuals (SRO)**

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Notice of funding availability (NOFA).

SUMMARY: This Notice announces the availability of approximately \$545 million for applications for assistance designed to help communities move toward continuum of care systems to assist homeless persons. These funds are available under three programs to fill gaps within the context of developing seamless systems for combating homelessness. The three programs are: (1) Supportive Housing; (2) Shelter Plus Care; and (3) Section 8 Moderate Rehabilitation for Single Room Occupancy Dwellings for Homeless Individuals. Funds will be awarded competitively. This notice of funding availability (NOFA) contains information concerning the continuum of care approach, eligible applicants, eligible activities, application requirements, and application processing.

DATES: An original completed application for the applicable program must be received by 6:00 p.m. Eastern Time on the applicable date shown in the chart below, following ADDRESSES. The application must be received in the Office of Special Needs Assistance Programs in Washington. Applications may not be sent by facsimile (FAX). These deadlines are firm as to date and hour. In the interest of fairness to all competing applicants, the Department will treat as ineligible for consideration any application that is received after the applicable deadline.

ADDRESSES: FOR A COPY OF APPLICATION PACKAGES CONTACT: Please contact a HUD Field Office listed in the appendix to this NOFA. An original completed application must be submitted to the following address: Department of Housing and Urban Development, Office of Special Needs Assistance Programs, 451 Seventh Street, S.W., Room 7262, Washington, D.C. 20410, Attention: Homeless Assistance Funding. Two copies of the application, as indicated in the chart below, must also be sent to the HUD Field Office serving the area in which the applicant's project is located. A list of Field Offices appears in the appendix to this NOFA. Field Office copies must be received by the application deadline as well, but a determination that an application was received on time will be made solely on receipt of the application at the Office of Special Needs Assistance Programs in Washington.

(b) Funding Availability.

Approximately \$545 million is available under this NOFA. This amount consists of \$290 million appropriated for the Supportive Housing program, \$115 million appropriated for the Shelter Plus Care program, and \$140 million appropriated for the Section 8 Moderate Rehabilitation Program for Single Room Occupancy Dwellings for Homeless Individuals. All of these funds were appropriated by the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1994 (approved October 28, 1993, Pub.L. 103-124) (94 App. Act). Any unobligated funds from previous competitions or additional funds that may become available as a result of deobligations or recaptures from previous awards may also be used to fund applications for the same program submitted in response to this NOFA. HUD reserves the right to fund less than the full amount requested in any application.

(c) Purpose.

The purpose of this NOFA is to fund projects and activities which will fill gaps within the context of moving toward seamless continuum of care systems to assist homeless persons and prevent homelessness. A continuum of care system consists of three fundamental components:

(1) First, there must be an outreach/emergency shelter/assessment effort which provides immediate shelter and can identify an individual's or family's needs.

(2) The second component offers transitional housing and necessary social services. Such services include substance abuse treatment, short-term mental health services, independent living skills, day care, job training, etc. for those who need them to transition from homelessness to the highest level of independent living that the individual or family is capable of achieving.

(3) The third and final component, and one which every homeless individual and family needs, is permanent housing or permanent supportive housing arrangements.

While not all homeless individuals and families in a community will need to access all three components, unless all three components are coordinated within a community, none will be successful. A strong homeless prevention strategy is also key to the success of the continuum of care.

(d) Background.

The Department recognizes that the separate appropriations and differing statutory requirements of the three programs covered by this NOFA are barriers to creating continuum of care systems that are truly responsive to community needs. The Department is pursuing legislative changes necessary to provide localities and providers with the flexibility they need to create comprehensive systems that completely address the many dimensions of the problem in a coordinated fashion. And, under this NOFA, the Department will move in that direction by using its funding resources to help increase the level of coordination among nonprofit organizations, government agencies and other entities that is necessary to develop systematic approaches for successfully addressing homelessness.

To further the purpose of this NOFA, heavy emphasis is placed upon coordination in the application selection criteria. In preparing its application, the applicant should, to the extent possible, coordinate its efforts with other providers of services and housing to homeless persons, such as nonprofit organizations, government agencies, and housing developers, and consult with homeless or formerly homeless persons. At a minimum, applicants need to be familiar with currently available services and housing for homeless families and individuals in their communities, including services and housing

ELEMENT	SUPPORTIVE HOUSING	SHELTER PLUS CARE	SECTION 8 SRO
AUTHORIZING LEGISLATION	Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended	Subtitle F of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended	Section 441 of the Stewart B. McKinney Homeless Assistance Act, as amended
IMPLEMENTING REGULATIONS	24 CFR part 583, as amended May 10, 1994	24 CFR part 582, as amended May 10, 1994	24 CFR part 882, subpart H, as amended May 10, 1994
ELIGIBLE APPLICANT(S)	<ul style="list-style-type: none"> • States • Units of general local government • Public housing agencies (PHAs) • Tribes • Private nonprofit organizations • CMHCs that are public nonprofit organizations 	<ul style="list-style-type: none"> • States • Units of general local government • Tribes • PHAs 	<ul style="list-style-type: none"> • PHAs • Private nonprofit organizations
COMPONENTS	<ul style="list-style-type: none"> • Transitional housing • Permanent housing for disabled persons • Innovative supportive housing • Supportive services not in conjunction with supportive housing • Rural Homelessness Initiatives • Safe Havens 	<ul style="list-style-type: none"> • Tenant-based • Sponsor-based • Project-based • SRO-based 	<ul style="list-style-type: none"> • SRO housing
ELIGIBLE ACTIVITIES *	<ul style="list-style-type: none"> • Acquisition • Rehabilitation • New construction • Leasing • Operating costs • Supportive services 	<ul style="list-style-type: none"> • Rental assistance 	<ul style="list-style-type: none"> • Rental Assistance
ELIGIBLE POPULATIONS *	<ul style="list-style-type: none"> • Homeless persons 	<ul style="list-style-type: none"> • Homeless disabled individuals • Homeless disabled individuals and their families 	<ul style="list-style-type: none"> • Homeless individuals • Section 8 eligible current occupants
POPULATIONS GIVEN SPECIAL CONSIDERATION	<ul style="list-style-type: none"> • Homeless persons with disabilities • Homeless families with children 	Homeless persons who: <ul style="list-style-type: none"> • are seriously mentally ill • have chronic problems with alcohol and/or drugs • have AIDS and related diseases 	N/A
INITIAL TERM OF ASSISTANCE	3 years	5 years: TRA, SRA, and PRA if no rehab 10 years: SRO and PRA if rehab	10 years

* Additional activities and persons are eligible under the Rural Homeless Initiatives projects, as described in section I.(g) below.

(g) Program Allocations.

(1) Supportive Housing Program Allocations. A total of \$334 million was appropriated for Fiscal Year 1994 for the Supportive Housing Program. However, approximately \$44 million is expected to be awarded to those current grantees who have been notified that they qualify for renewal grants in 1994. The balance of approximately \$290 million is available for competitive grants under this NOFA, and the Department expects to award SHP grants generally ranging in size up to \$2,000,000, with the average grant amount for supportive services being approximately \$1,000,000. Rural homelessness initiative projects, safe havens, and minimum percentage allocations for SHP funds are described below.

only activities that are normally eligible under the Supportive Housing Program may either apply for assistance under the \$20 million rural homelessness initiatives category or compete with all other SHP applicants for the balance of the available SHP funds (approximately \$270 million).

Safe havens. In accordance with the 94 App. Act, up to \$50 million of the Supportive Housing Program appropriation is available for safe havens projects. Although safe havens projects would have been eligible in the past for Supportive Housing Program grants, these projects would not have been competitive under the "Quality of Project Plan" rating criteria. It has become clear that safe havens can play an important role in a continuum of care system, particularly with respect to the hard-to-serve homeless population. To ensure that safe havens projects are competitive this year, application selection criteria have been modified to reflect the special characteristics of safe havens.

Safe havens, as that term is used in this NOFA, is a form of supportive housing designed specifically to provide a safe residence for homeless persons with serious mental illness who are currently residing primarily in public or private places not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, and who have been unwilling or unable to participate in mental health or substance abuse treatment programs or to receive other supportive services.

For many persons with mental illness who have been living on the street, the transition to permanent housing is best made in stages, starting with a small, highly supportive environment where an individual can feel at ease, out of danger, and subject to relatively few immediate service demands. Traditional supportive housing settings often assume a readiness by the clientele to accept a degree of structure and service participation that would overwhelm and defeat a person with mental illness who has come fresh from the street.

Safe havens are designed to provide persons with serious mental illness who have been living on the streets with a secure, non-threatening, non-institutional, supportive environment. These facilities can serve as a "portal of entry" to the service system and provide access to basic services such as food, clothing, bathing facilities, telephones, storage space, and a mailing address.

Safe havens do not require participation in services and referrals as a condition of occupancy. Rather, it is hoped that after a period of stabilization in a safe haven, residents will be more willing to participate in services and referrals, and will eventually be ready to move to a more traditional form of housing.

Specifically, the term "safe haven" means a structure or a clearly identifiable portion of a structure: (1) that proposes to serve hard-to-reach homeless persons with severe mental illness; (2) that provides 24-hour residence for eligible persons who may reside for an unspecified duration; (3) that provides private or semi-private accommodations; (4) that may provide for the common use of kitchen facilities, dining rooms, and bathrooms; and, (5) in which overnight occupancy is limited to no more than 25 persons. A "safe haven" may also provide supportive services to eligible persons who are not residents on a drop-in basis. To be considered for funding under the Safe Havens component of the Supportive Housing Program, a proposed project must be consistent with the five features listed above.

All rules applicable to the Supportive Housing Program, as described at 24 CFR part 583, apply to safe havens.

- Applicants that are private nonprofit organizations must subcontract with a Public Housing Authority to administer the SRO assistance; and
- Under section 441(e) of the McKinney Act and 24 CFR 882.805(g)(1), HUD publishes the SRO per unit rehabilitation cost limit each year to take into account changes in construction costs. For purposes of Fiscal Year 1994 funding, the cost limitation is raised from \$15,700 to \$15,900 per unit to take into account increases in construction costs during the past 12-month period.

II. Application Requirements

An application for Supportive Housing, Shelter Plus Care, or Section 8 SRO assistance consists of narrative, numerical, and financial information. The application requires a description of: the need for assistance; coordination by the applicant in planning the proposed project, including how the proposed project will help the community move toward a continuum of care system by filling a gap in the community's response to homelessness; the proposed project, including the plan for housing and services to be provided to participants; resources expected for the project and the amount of assistance requested; the experience of all organizations who will be involved in the project; and the sources and number of proposed participants. An application also contains certifications that the applicant will comply with fair housing and civil rights requirements, program regulations, and other Federal requirements, and (in most cases) that the proposed activities are consistent with the HUD-approved Comprehensive Housing Affordability Strategy of the applicable state or unit of general local government.

The specific application requirements will be specified in the application package for each program. This package includes all required forms and certifications, and may be obtained from a HUD Field Office listed in the appendix to this NOFA.

Care should be taken in the selection of projects and in the preparation of applications to ensure that environmental and historic preservation impediments do not cause an application to be denied or approval severely delayed. In general, any application HUD receives from a state or local government will require that the environmental assessment be prepared by the local or state government before the grant application can be approved. The environmental assessments for non-governmental applicants will be conducted by HUD. Questions about which environmental and historic preservation laws may apply should be addressed to the HUD Field Office.

III. Application Selection Process

The Department will use the following review, rating, and conditional selection process for each of the four competitions (S+C, SRO, SHP, and SHP Rural Initiative) to be conducted under this NOFA:

(a) Review.

Applications will be reviewed to ensure that they meet the following requirements:

(1) Applicant eligibility. The applicant and project sponsor, if relevant, must be eligible to apply for the specific program.

(2) Eligible population to be served. The population to be served must meet the eligibility requirements of the specific program.

(2) Capacity. HUD will award up to 15 points based on extent to which all the organizations involved in the project demonstrate:

- Timeliness in the speed with which the project will become operational, taking into account differences in the types of projects proposed for funding.
- Experience in carrying out similar activities to those proposed either as an ongoing provider of housing and/or services to homeless people, or as an ongoing provider of housing and/or services who is in some way tangibly connected to an ongoing homeless delivery system.
- As applicable, the rating under this criterion will also consider prior performance with any HUD McKinney Act grants or other HUD-administered programs, including any serious, outstanding audit or monitoring findings that directly affect the proposed project.

(3) Quality of project. HUD will award up to 15 points based on the extent to which the applicant demonstrates:

- Homeless individuals and/or families will obtain and/or remain in permanent housing.
- Homeless individuals and/or families will increase skills and/or income.
- Homeless individuals and/or families will achieve greater self-determination including being involved in project decision-making and operation.
- The appropriateness of the proposed housing and supportive services given the needs of the population proposed to be served.
- For the permanent housing projects, integration of homeless individuals and/or families into the surrounding community.
- For transitional housing projects, how persons completing a transitional housing program will be assisted in locating and remaining in permanent affordable housing and how the applicant will assure that necessary follow-up services will be provided to such persons.
- For projects serving families, the project serves the family together, and works to strengthen the family structure. Projects that mix families with singles populations in the same structure will be viewed unfavorably.
- For Safe Haven projects, in place of the above factors, up to 15 points will be awarded based on the extent to which the applicant demonstrates how the project will link persons to other housing and supportive services after stabilization in a safe haven, the availability of basic services in the safe haven, and how the security of participants will be assured by the applicant.

(4) Targeting. HUD will award up to 10 points based on the percentage of persons to be served by the project who are sleeping in emergency shelters (including hotels or motels used as shelter for homeless families), other facilities for homeless persons, or places not meant for human habitation,

- Need for the type of project proposed in the area to be served, and that the proposed project will be coordinated with other service and housing providers in the community, and will effectively and appropriately fill a gap in the community's response to homelessness.
- Participation in a community process which is moving toward a continuum of care strategy, which could include nonprofit organizations, State and local governmental agencies, other homeless providers, housing developers and service providers, private foundations, local businesses and the investment banking community, neighborhood groups, and homeless or formerly homeless persons.
- Coordination with other applicants, if any, applying for assistance under this NOFA for projects in the same local jurisdiction. (If more than one organization within a local jurisdiction is submitting an application under this NOFA, the same description of the coordination process may be submitted by these organizations. HUD is encouraging coordination and expects such collaboration among providers.)
- Quality of planning, including how the project uses or will use mainstream services, such as income supports, mental health services, and substance abuse treatment, and how the project uses or will use mainstream housing programs, such as Section 8 rental assistance, HOME, and State programs, and other permanent housing resources to complete the continuum of care. The scale of the project will also be considered, with plans to concentrate large numbers of homeless persons at one location viewed unfavorably.

(h) Clarification of application information.

In accordance with the provisions of 24 CFR part 4, subpart B, HUD may contact an applicant to seek clarification of an item in the application, or to request additional or missing information, but the clarification or the request for additional or missing information shall not relate to items that would improve the substantive quality of the application pertinent to the funding decision.

(i) Technical Assistance.

Prior to the application deadline, HUD field office staff will be available to provide advice and guidance to potential applicants on application requirements and program policies. Following conditional selection, HUD field office staff will be available to assist in clarifying or confirming information that is a prerequisite to the offer of a grant agreement by HUD. However, between the application deadline and the announcement of conditional selections, HUD will accept no information that would improve the substantive quality of the application pertinent to the funding decision.

IV. Grant Award Process

HUD will notify conditionally selected applicants in writing. As necessary, HUD will subsequently request them to submit additional project information, which may include documentation to show the project is feasible; documentation of firm commitments for cash match; documentation showing site control; information necessary for HUD to perform an environmental review, where applicable; and such other documentation as specified by HUD in writing to the applicant, that confirms or clarifies information provided in the application. Applicants will also be notified of the date of the two month

an opportunity to purchase the properties at a 30 percent discount off the sale price. The Department is offering a special incentive for the purchase of HUD properties located in zip code areas designated by HUD as "revitalization" areas. There are 70 such zip code areas and more than 1800 HUD-owned properties are currently leased in such areas. HUD Field Offices can assist in identifying these zip code areas.

Properties located outside these areas can be sold at the standard 10 percent discount generally offered to nonprofit organizations and government agencies. However, if five or more properties located outside of revitalization areas are purchased at the same time, a 15 percent discount will be applied. The sales price, to which any discount would be applied, is the current fair market value or the value established at the time of the lease, whichever is less, provided that the lessee agrees to use the property either to house homeless persons for 10 years or to resell only to a lower income buyer.

The incentives described above should be especially attractive for organizations currently operating transitional housing for homeless persons in leased HUD-owned properties. They will have the opportunity to purchase at a discount up to 30 percent, properties for which they had a maximum five-year lease, thus sparing the necessity to either move their projects or close down completely. Current lessees who have been operating satisfactory transitional housing and who purchase properties will also have a competitive advantage under the rating criterion, "Capacity", since they may claim previous experience with HUD homeless programs.

VII. Employment opportunities for homeless persons.

A key goal of the continuum of care approach is to assist homeless persons achieve independent living whenever possible. Each of the three programs under this NOFA has as a goal increasing the skill level and/or income of program participants. Employment opportunities not only help achieve these goals but are also important in rebuilding self-esteem.

The McKinney Act recognizes the importance of employment opportunities in requiring that, to the maximum extent practicable, recipients involve homeless persons through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and in providing supportive services. Under the Supportive Housing Program, employment assistance activities are eligible, and grant recipients can use these funds for such activities as job training, wages, and educational awards for homeless persons. While Shelter Plus Care Program and SRO Program funds may only be used for rental assistance, employment assistance activities paid from other sources count towards the match requirement of the Shelter Plus Care Program and can also count for purposes of the "leveraging" rating criterion.

Inclusion in the application of employment assistance activities for homeless persons may improve the rating score under the "Quality of Project" criterion, making the application more competitive.

VIII. Other Matters

Prohibition Against Lobbying Activities

The use of funds awarded under this NOFA is subject to the disclosure requirements and prohibitions of Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the "Byrd Amendment") and the implementing regulations at 24 CFR part 87. These authorities prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the Executive or Legislative branches of

Disclosures HUD will make available to the public for five years all applicant disclosure reports (HUD Form 2880) submitted in connection with this NOFA. Update reports (also Form 2880) will be made available along with the applicant disclosure reports, but in no case for a period less than three years. All reports -- both applicant disclosures and updates -- will be made available in accordance with the Freedom of Information Act (5 U.S.C. 552) and HUD's implementing regulations at 24 CFR part 15. (See 24 CFR subpart C, and the notice published in the FEDERAL REGISTER on January 16, 1992 (57 FR 1942), for further information on these disclosure requirements.)

Section 103 HUD Reform Act

HUD's regulation implementing section 103 of the Department of Housing and Urban Development Reform Act of 1989 was published May 13, 1991 (56 FR 22088) and became effective on June 12, 1991. That regulation, codified as 24 CFR Part 4, applies to the funding competition announced today. The requirements of the rule continue to apply until the announcement of the selection of successful applicants. HUD employees involved in the review of applications and in the making of funding decisions are limited by Part 4 from providing advance information to any person (other than an authorized employee of HUD) concerning funding decisions, or from otherwise giving any applicant an unfair competitive advantage. Persons who apply for assistance in this competition should confine their inquiries to the subject areas permitted under 24 CFR Part 4.

Applicants who have questions should contact the HUD Office of Ethics (202) 708-3815 (TDD/Voice). (This is not a toll-free number.) The Office of Ethics can provide information of a general nature to HUD employees, as well. However, a HUD employee who has specific program questions, such as whether particular subject matter can be discussed with persons outside the Department, should contact his or her Regional or Field Office Counsel, or Headquarters counsel for the program to which the question pertains.

Section 112 HUD Reform Act. Section 13 of the Department of Housing and Urban Development Act contains two provisions dealing with efforts to influence HUD's decisions with respect to financial assistance. The first imposes disclosure requirements on those who are typically involved in these efforts - those who pay others to influence the award of assistance or the taking of a management action by the Department and those who are paid to provide the influence. The second restricts the payment of fees to those who are paid to influence the award of HUD assistance, if the fees are tied to the number of housing units received or are based on the amount of assistance received, or if they are contingent upon the receipt of assistance.

Section 13 was implemented by final rule published in the Federal Register on May 17, 1991 (56 FR 22912) as 24 CFR part 86. If readers are involved in any efforts to influence the Department in these ways, they are urged to read the final rule, particularly the examples contained in Appendix A of the rule.

Authority: 42 U.S.C. 11403 note; 42 U.S.C. 11389; 42 U.S.C. 1437a, 1437c, and 1437f; 42 U.S.C. 3535(d); 24 CFR parts 582, 583, and 882.

MASSACHUSETTS Robert Paquin, Thomas P. O'Neill, Jr., Fed. Bldg., 10 Causeway St., Boston, MA 02222-1092; (617) 565-5343; TDD (617) 565-5453.

MICHIGAN Richard Wears, Patrick McNamara Bldg., 477 Michigan Ave., Detroit, MI 48226-2592; (313) 226-7186; TDD * via 1-800-877-8339.

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