

ANNOTATED MINUTES

Tuesday, September 17, 1996 - 8:30 AM - 4:30 PM
Justice Center, 14th Floor Conference Room B
1111 SW Second Avenue, Portland

BOARD RETREAT

Chair Beverly Stein convened the meeting at 8:40 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier, Peter Ozanne, Michael Schrunk, Ginnie Cooper, Jim McConnell, Tamara Holden, Elyse Clawson, Vickie Gates, Gary Blackmer, Dan Oldham, Tom Fronk, Lorenzo Poe, Larry Nicholas, Carol Wire, Jim Clay, Jeanne Goodrich, Gary Oxman, Bill Wood, Larry Aab, Kelly Bacon, Pamela Wev, Jim Carlson, Meganne Steele, John Hutzler, Karyne Dargan, Chris Tebben, Wendy Byer, Anthony Rainey, Jan Sinclair, Mike Oswald, John Legry, Robert Trachtenberg, Tom Darby, Cameron Tyler-Vaughan, Barry Crook, Bill Farver, Dave Warren, Chiquita Rollins, Carol Ford, Mary Li, Mike Delman, Cilla Murray, Ed Metzler, Carolyn Marks Bax and Tom Simpson present.

JM-1 The Multnomah County Board of Commissioners Will Meet with Other Elected Officials and Department Directors to Review Multnomah County Benchmarks Trends and to Select "Breakthrough" Benchmarks. The Breakthrough Benchmarks Will Provide Direction for the Upcoming Cross-Functional Strategic Planning Process and the Fiscal Year 1997-98 Budget Process. Facilitated by Jeff Luke and Carol M. Ford.

JEFF LUKE, CAROL FORD, JIM CLAY, CILLA MURRAY, PRESENTATION AND RESPONSE TO GROUP QUESTIONS AND DISCUSSION.

At 9:18 a.m. participants convened into three small discussion groups. The full group reconvened at 10:15 a.m.

The meeting recessed for lunch at 12:00 p.m. and reconvened at 1:15 p.m.

The meeting recessed at 2:40 p.m. and reconvened at 2:50 p.m.

JEFF LUKE AND CAROL FORD RECAP OF BOARD RETREAT, WHICH RESULTED IN TWO VISION GOALS: SENSE OF PERSONAL OPPORTUNITY/SUCCESS; AND SENSE OF SAFETY

IN COUNTY. THREE LONG TERM BENCHMARKS: INCREASE HIGH SCHOOL COMPLETION RATE; REDUCE CHILDREN LIVING IN POVERTY; AND REDUCE CRIME. FIVE ULTIMATE BREAK-THROUGH BENCHMARKS: INCREASE NUMBER OF CHILDREN MEETING DEVELOPMENTAL STANDARDS AT KINDERGARTEN; ASSURE LOVING ADULT FOR EVERY CHILD; REDUCE DOMESTIC VIOLENCE; REDUCE JUVENILE CRIME; AND REDUCE TEEN PREGNANCIES. NEXT STEPS: OCTOBER 23 - DEPARTMENT STRATEGIC PLANNING WORK SESSION. NOVEMBER 5 - ELECTION DAY. NOVEMBER 12 - BOARD FINANCIAL UPDATE AND STRATEGIC PLANNING REVIEW. NOVEMBER 14 & 15 - DEPARTMENT STRATEGIC PLANNING WORK SESSIONS. DECEMBER & JANUARY - BUDGET DEVELOPMENT.

There being no further business, the meeting was adjourned at 3:10 p.m.

Thursday, September 19, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Commissioner Sharron Kelley convened the meeting at 9:39 a.m., with Commissioners Gary Hansen and Tanya Collier present, Chair Beverly Stein excused, and Vice-Chair Dan Saltzman arriving at 9:40 a.m.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS APPROVED WITH COMMISSIONERS HANSEN, COLLIER AND KELLEY VOTING AYE.

DEPARTMENT OF LIBRARY SERVICES

- C-1 Intergovernmental Revenue Agreement 600077 with Clackamas County, Multnomah County and Washington County, for Reciprocal Public Library Services to the Residents Each County

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-2 Intergovernmental Revenue Agreement 700247 with the Oregon Youth Authority, for Utilization of 32 Detention Bed Spaces for the Detention of Juveniles Referred to the Oregon Youth Authority

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-3 Intergovernmental Revenue Agreement 102897 with the City of Portland, Bureau of Housing and Community Development, Providing Omnibus Funding for Homeless, Housing, Public Safety, and Youth Employment and Empowerment Programs
- C-4 Budget Modification DCFS 4 Transferring \$20,000 from General Fund Contingency to the Behavioral Health Program, Children's Mental Health Pass Through Budget to be Contracted Out to the Morrison Center as Required Match for a Robert Wood Johnson Grant

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 FINAL ORDER CU 1-96; HV 1-96; SEC 1-96 Affirming the June 14, 1996 Hearings Officer Decision Subject to Certain Modifications and Additional Findings

ORDER 96-163.

- C-6 Amendment 1 to Intergovernmental Agreement 300636 with CH2M HILL, INC., Increasing the Amount of the Contract by an Additional \$13,000 and Extending the Termination Date in Connection with the 207th Connector Unit 3 Project

REGULAR AGENDA

PUBLIC COMMENT

Vice-Chair Dan Saltzman arrived at 9:40 a.m.

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

***DIANNA ROBERTS REQUESTED INFORMATION
REGARDING THE BOARD VOTE ON THE VALERIE
YOUNG ADULT CARE HOME CASE.***

DEPARTMENT OF SUPPORT SERVICES

- R-2 PROCLAMATION Proclaiming the Week of September 22 - 28, 1996 as MINORITY ENTERPRISE DEVELOPMENT WEEK in Multnomah County, Oregon

***COMMISSIONER COLLIER MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-2. JERRY WALKER AND GRACE GALLEGOS
EXPLANATION. PROCLAMATION READ. BOARD
COMMENTS IN SUPPORT. PROCLAMATION 96-164
UNANIMOUSLY APPROVED.***

The meeting was recessed at 9:50 a.m. for group photos and reconvened at 9:52 a.m.

SHERIFF'S OFFICE

- R-3 Intergovernmental Agreement 800427 with the Housing Authority of Portland, City of Portland Police Bureau and Multnomah County Department of Community and Family Services, for Law Enforcement and Prevention Services to Housing Authority Properties

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL
OF R-3. MEL HEDGPETH EXPLANATION AND
RESPONSE TO BOARD QUESTIONS AND
COMMENTS. AGREEMENT UNANIMOUSLY
APPROVED.***

NON-DEPARTMENTAL

- R-4 Board Decision and Consideration of an ORDER Regarding the Appeal of Luis Solomon from the Hearings Officer Decision on an Adult Care Home License. **OPTION 1** Schedule a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already Been Created. MCC Section 8.90.090 (J) and Section 890-90-450 of the

Administrative Rules for Licensure of Adult Care Homes Give the Board Discretion to Follow Either Course.

BOARD ATTORNEY PETE KASTING EXPLANATION OF BOARD OPTIONS AND RESPONSE TO BOARD QUESTIONS REGARDING PROCEDURE. FOLLOWING DISCUSSION, BOARD CONSENSUS TO ALLOW INTERESTED PARTIES THREE MINUTES EACH TO PRESENT TESTIMONY PRIOR TO CONSIDERATION OF THE OPTIONS. RAINBOW ADULT FOSTER CARE CENTER CO-OPERATOR LUIS SOLOMON TESTIMONY IN SUPPORT OF A REVERSAL OF THE REVOCATION OF HIS ADULT CARE HOME LICENSE. DIANNA ROBERTS TESTIMONY IN SUPPORT OF A REVERSAL OF THE REVOCATION OF MR. SOLOMON'S ADULT CARE HOME LICENSE. ADULT CARE HOME ATTORNEY KATIE GAETJENS TESTIFIED THAT THE RECORD CONTAINS CLEAR REASONS FOR THE REVOCATION, THAT MR. SOLOMON HAD AN OPPORTUNITY TO PARTICIPATE AT THAT TIME, AND THAT IT WOULD BE INAPPROPRIATE TO START OVER AGAIN. COMMISSIONER SALTZMAN ADVISED HE MAY KNOW A RESIDENT OF THE RAINBOW ADULT FOSTER CARE HOME AND WILL THEREFORE ABSTAIN FROM VOTING. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO DECIDE THE APPEAL ON THE RECORD, AND TO UPHOLD THE HEARINGS OFFICER DECISION. AT THE REQUEST OF MR. KASTING, COMMISSIONERS COLLIER AND HANSEN ADVISED THE MOTION INCLUDES ADOPTION OF THE ORDER PREPARED IN THIS MATTER. FOLLOWING DISCUSSION WITH MR. KASTING AND AT THE REQUEST OF COMMISSIONER KELLEY, MR. SOLOMON WAS GIVEN ADDITIONAL TIME TO SPEAK. MR. SOLOMON EXPLAINED HE WAS OUT OF TOWN BECAUSE HIS MOTHER WAS ILL AT THE TIME OF THE HEARING. MS. GAETJENS ADVISED THAT MR. SOLOMON HAD AN OPPORTUNITY TO HAVE A CONFERENCE CALL HEARING. COMMISSIONERS

KELLEY AND HANSEN COMMENTED IN SUPPORT OF THE HEARINGS OFFICER DECISION, ADVISING THEY BASED THEIR DECISION ON THE EVIDENCE IN THE RECORD WHICH WAS SERIOUS AND VERY SUBSTANTIAL. ORDER 96-165 REGARDING DENIAL OF THE ADULT CARE HOME LICENSE APPLICATION OF LUIS SOLOMON WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE, AND VICE-CHAIR SALTZMAN ABSTAINING.

- R-5 Board Decision and Consideration of an ORDER Regarding the Appeal of Essie Rene Askew from the Hearings Officer Decision on an Adult Care Home License. **OPTION 1** Schedule a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already Been Created. MCC Section 8.90.090 (J) and Section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes Give the Board Discretion to Follow Either Course.

RAINBOW ADULT FOSTER CARE CENTER OWNER/OPERATOR ESSIE RENE ASKEW TESTIMONY IN SUPPORT OF A REVERSAL OF REVOCATION OF HER ADULT CARE HOME LICENSE. ADULT CARE HOME ATTORNEY KATIE GAETJENS TESTIFIED THAT THE RECORD IS COMPLETE AND CONTAINS CLEAR REASONS FOR THE REVOCATION, THAT STAFF WENT TO THE HOME ON MANY OCCASIONS, AND NUMEROUS AND SERIOUS VIOLATIONS HAVE OCCURRED. DIANNA ROBERTS TESTIMONY IN SUPPORT OF A REVERSAL OF THE REVOCATION OF MS. ASKEW'S ADULT CARE HOME LICENSE, AND ALLEGING CITY AND COUNTY STAFF MISCONDUCT. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO DECIDE THE APPEAL ON THE RECORD, TO UPHOLD THE HEARINGS OFFICER DECISION, AND ADOPTION OF THE ORDER PREPARED IN THIS MATTER. AT THE REQUEST OF COMMISSIONER KELLEY, MS. ASKEW WAS GIVEN ADDITIONAL TIME TO SPEAK. MS. ASKEW TESTIFIED THAT SHE HAS WORKED HARD TO

MAKE THIS BUSINESS SUCCESSFUL AND IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, ADVISED SHE DID NOT ATTEND THE HEARING AS SHE HAD TO WORK AT NABISCO THAT DAY. MS. GAETJENS ADVISED THAT WRITTEN NOTIFICATION WAS PROVIDED TO MS. ASKEW AND THAT THE HEARING PROCEDURES ARE SPELLED OUT VERY CLEARLY IN BOLD FACE WRITING. COMMISSIONER KELLEY COMMENTED IN SUPPORT OF THE MOTION, ADVISING MEDICATION MISMANAGEMENT IS A SERIOUS LIFE-THREATENING ISSUE. ORDER 96-166 REGARDING DENIAL OF THE ADULT CARE HOME LICENSE APPLICATION OF ESSIE ASKEW WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE, AND VICE-CHAIR SALTZMAN ABSTAINING.

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

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

SEPTEMBER 16, 1996 - SEPTEMBER 20, 1996

Tuesday, September 17, 1996 - 8:30 AM - Board Retreat..... Page 2

Thursday, September 19, 1996 - 9:30 AM - Regular Meeting....Page 2

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

*Tuesday, September 17, 1996 - 8:30 AM - 4:30 PM
Justice Center, 14th Floor Conference Room B
1111 SW Second Avenue, Portland*

BOARD RETREAT

- JM-1 The Multnomah County Board of Commissioners Will Meet with Other Elected Officials and Department Directors to Review Multnomah County Benchmarks Trends and to Select "Breakthrough" Benchmarks. The Breakthrough Benchmarks Will Provide Direction for the Upcoming Cross-Functional Strategic Planning Process and the Fiscal Year 1997-98 Budget Process. Facilitated by Jeff Luke and Carol M. Ford.*
-

*Thursday, September 19, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF LIBRARY SERVICES

- C-1 Intergovernmental Revenue Agreement 600077 with Clackamas County, Multnomah County and Washington County, for Reciprocal Public Library Services to the Residents Each County*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-2 Intergovernmental Revenue Agreement 700247 with the Oregon Youth Authority, for Utilization of 32 Detention Bed Spaces for the Detention of Juveniles Referred to the Oregon Youth Authority*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-3 Intergovernmental Revenue Agreement 102897 with the City of Portland, Bureau of Housing and Community Development, Providing Omnibus Funding for Homeless, Housing, Public Safety, and Youth Employment and Empowerment Programs*
- C-4 Budget Modification DCFS 4 Transferring \$20,000 from General Fund Contingency to the Behavioral Health Program, Children's Mental*

Health Pass Through Budget to be Contracted Out to the Morrison Center as Required Match for a Robert Wood Johnson Grant

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 *FINAL ORDER CU 1-96; HV 1-96; SEC 1-96 Affirming the June 14, 1996 Hearings Officer Decision Subject to Certain Modifications and Additional Findings*
- C-6 *Amendment 1 to Intergovernmental Agreement 300636 with CH2M HILL, INC., Increasing the Amount of the Contract by an Additional \$13,000 and Extending the Termination Date in Connection with the 207th Connector Unit 3 Project*

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF SUPPORT SERVICES

- R-2 *PROCLAMATION Proclaiming the Week of September 22 - 28, 1996 as MINORITY ENTERPRISE DEVELOPMENT WEEK in Multnomah County, Oregon*

SHERIFF'S OFFICE

- R-3 *Intergovernmental Agreement 800427 with the Housing Authority of Portland, City of Portland Police Bureau and Multnomah County Department of Community and Family Services, for Law Enforcement and Prevention Services to Housing Authority Properties*

NON-DEPARTMENTAL

- R-4 *Board Decision and Consideration of an ORDER Regarding the Appeal of Luis Solomon from the Hearings Officer Decision on an Adult Care Home License. **OPTION 1** Schedule a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already Been Created. MCC Section 8.90.090 (J) and Section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes Give the Board Discretion to Follow Either Course.*

R-5

*Board Decision and Consideration of an ORDER Regarding the Appeal of Essie Rene Askew from the Hearings Officer Decision on an Adult Care Home License. **OPTION 1** Schedule a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already Been Created. MCC Section 8.90.090 (J) and Section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes Give the Board Discretion to Follow Either Course.*



Beverly Stein, Multnomah County Chair

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

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us

MEMORANDUM

TO: Commissioner Sharron Kelley
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Dan Saltzman
Office of the Board Clerk

FROM: Lyne Martin

DATE: September 5, 1996

RE: Beverly's Absence from Board meetings

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP -6 AM 8:25

Beverly will be unable to attend the following Board meetings scheduled for September 19, and November 14.

cc: Chair's Staff





DAN SALTZMAN, Multnomah County Commissioner, District One

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

M E M O R A N D U M

TO: Clerk of the Board
Board of County Commissioners

FROM: Jan Ball, Commissioner Saltzman's Office

RE: September 19, 1996

DATE: September 16, 1996

Please note that Commissioner Saltzman may be late for the BCC meeting on September 19, 1996 due to an early morning speaking engagement with the staff and advocates of the Disability Services Transfer Implementation Committee at Emanuel Hospital.

BOARD OF
COUNTY COMMISSIONERS
96 SEP 16 PM 12:25
MULTNOMAH COUNTY
OREGON

MEETING DATE: SEP 19 1996

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Exchange of Library Services Agreement.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT/OFFICE: Library DIVISION: Admin.

CONTACT: Wes Stevens TELEPHONE #: 5432

BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: Ginnie Cooper

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This is a revenue agreement for Multnomah County Library. This agreement provides a way for library patrons in Multnomah, Washington and Clackamas counties to share library resources and borrowing privileges at each others' county libraries. The agreement will generate \$60,000 per year for Multnomah County Library.

9/27/96 ORIGINALS to Wes Stevens

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: *Ginnie Cooper*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP - 9 AM 11:37

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 600077

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>9/19/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Library Division Admin. Date 9-4-96Contract Originator Ginnie Cooper Phone 5403 Bldg/Room 317Administrative Contact Wes Stevens Phone 5432 Bldg/Room 317Description of Contract Exchange of Library Services between Multnomah, Washington and Clackamas counties.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name LINCC
 Mailing Address 16239 SE McLoughlin Blvd.
Oak Grove, OR 97267
 Phone 655-85550
 Employer ID# or SS# 93-6002286
 Effective Date July 1, 1996
 Termination Date June 30, 1999
 Original Contract Amount \$ 60,000.00 per year
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 180,000.00

REVENUE CONTRACT PAYMENTS MADE TO MULTNOMAH COUNTY

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 Ginnie Cooper
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel Sandra Jeffery
 County Chair / Sheriff Don Salzman
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 9/5/96

Date _____

Date 9-5-96Date 9-19-96

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.	162	080	8110			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**AGREEMENT REGARDING
EXCHANGE OF LIBRARY SERVICES**

This Agreement is made and entered into between Clackamas County, Multnomah County, and Washington County the purpose of providing public library services by each county to the residents of the other parties of this agreement and the terms of adjusting the costs of the exchange of services.

WHEREAS, Clackamas County, Multnomah County, and Washington County have by agreement provided for reciprocal use of library services by residents of each county since 1985; and

WHEREAS, residents find the reciprocal borrowing program popular, while the parties find the sharing of resources to be cost effective; and

WHEREAS, each county desires to enter into an agreement for the exchange of library services which continues the program on the terms set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. EXCHANGE OF SERVICES. Clackamas County, Multnomah County, and Washington County (respectively referred to herein as "Clackamas", "Multnomah", and "Washington," or generically as "County") shall each offer to residents of the other two counties all library services provided to residents of their respective counties upon the same terms and conditions. Each party shall not be required to extend library services to residents of the other two counties who have had library privileges canceled for any reason.

II. TERM. The term of this Agreement shall be from execution through and including June 30, 1999. It is the intent of the parties that this Agreement become effective on July 1, 1996.

III. REIMBURSEMENT. Each county shall be entitled to reimbursement from each other County for library services furnished to the residents of another County on the terms set forth below.

A. Reference Services. Clackamas and Washington shall reimburse Multnomah for providing reference services, including both walk-in and over-the-telephone inquiries or questions, \$60,000 each year.

B. Reciprocal Borrowing. Reimbursement for reciprocal borrowing shall be based on a comparison of the number of items checked out by the libraries in any County to residents of the other two counties ("checkouts" herein) during a fiscal year. As between any two counties, the County with the lesser number of checkouts to the other County's residents shall reimburse the other County for the difference ("excess checkouts" herein). Reimbursement shall be at the rate of one dollar (\$1.00) for each excess checkout during the prior fiscal year. The amount of reimbursement for any County for reciprocal borrowing shall not exceed 110% of the amount paid the previous year.

C. Time of Payment. Reimbursement payments for both reference services and reciprocal borrowing shall be made not later than December 31 of each year. Reimbursement for reciprocal borrowing shall apply to services provided during the current fiscal year, but shall be calculated on checkout data collected during the prior fiscal year.

IV. REVIEW. Not less than twice each year, the Administrator of the Library and Information Network of Clackamas County, the Director of the Multnomah County Library and the Manager of the Washington County Cooperative Library Services shall meet to review library use and consider other cooperative efforts.

V. WITHDRAWAL AND TERMINATION. This Agreement may be terminated upon the mutual agreement of all signatories or by two of them if the third has previously withdrawn. Any party may withdraw from further participation in this Agreement for any reason upon ninety (90) days written notice to the other participating parties. Upon withdrawal, all financial obligation under this Agreement shall be pro-rated as of the date of withdrawal.

VI. INDEMNIFICATION Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 et. seq. each County agrees to indemnify and hold harmless each other County to this Agreement from any claims, losses or liability to persons or property arising from the acts of the indemnifying party, their officers, agents and employees.

FOR CLACKAMAS COUNTY

Name

Title

Date

Approved as to form:

County Counsel, Clackamas County

FOR MULTNOMAH COUNTY

Name

Title

Date

Approved as to form:

County Counsel, Multnomah County

for Beverly Stein, County Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 9/19/96
DEB BOGSTAD
BOARD CLERK

FOR WASHINGTON COUNTY

Linda B. Pitus
Name
Chair Board of Commissioners
Title
6-11-96
Date

Approved as to form:

[Signature]
County Counsel, Washington County

APPROVED WASHINGTON COUNTY

BOARD OF COMMISSIONERS

MINUTE ORDER # 96-216

DATE 6-11-96

BY Barbara Hejmanek
CLERK OF THE BOARD

MEETING DATE: SEP 19 1996

AGENDA #:

C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: _____

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Juvenile Justice Services

DIVISION: _____

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

BLDG/ROOM#: 311/DJJS

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Joanne Fuller

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Sublease Agreement between Multnomah County Department of Juvenile Justice Services and Oregon Youth Authority for utilization of thirty-two (32) detention bed spaces for the detention of juveniles referred to the Oregon Youth Authority.

9/26/96 ORIGINALS to ALANDRIA TAYLOR

SIGNATURES REQUIRED:

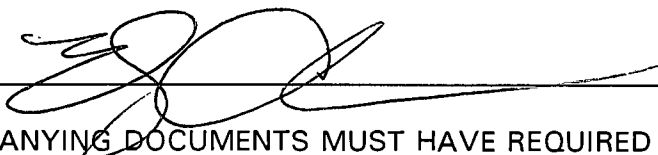
ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
96 SEP - 9 AM 11:14
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: August 26, 1996

SUBJECT: Approval of an Intergovernmental Sublease Agreement of Detention Services between Multnomah County Department of Juvenile Justice Services and Oregon Youth Authority

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile Justice Services (DJJS) recommends the Board's approval of an Intergovernmental Sublease Agreement between Oregon Youth Authority (OYA) for utilization of thirty-two (32) beds spaces in the Juvenile Justice Complex for the detention of juveniles referred to Oregon Youth Authority.

II. BACKGROUND/ANALYSIS

Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Therefore space presently exist in the Juvenile Justice Complex rendering it satisfactory for housing juveniles.

This Agreement stipulates a Sublease for approximately fourteen (14) years and eleven (11) months for utilization of thirty-two (32) bed spaces to house youth from Oregon Youth Authority. This Agreement shall be amended each year to stipulate the annual payment by Oregon Youth Authority to Multnomah County.

For the term of August 1, 1996 to June 30, 1997 Oregon Youth Authority shall shall pay to Multnomah County \$350,400 to paid in equal monthly installments on or before the tenth (10th) working day of each month.

RETROACTIVE STATUS:

This Agreement is retroactive due to the negotiations and finalizing details.

III. FINANCIAL IMPACT:

This revenue supports the operation of a Sublease Agreement for thirty-two detention bed spaces.

IV. LEGAL ISSUES:
N/A

V. CONTROVERSIAL ISSUES:
N/A

VI. LINK TO CURRENT COUNTY POLICIES:
This Agreement support the Department of Juvenile Justice Services philosophy of offering detention services for counties which do not have a detention facility.

VII. CITIZEN PARTICIPATION:
N/A

VIII. OTHER GOVERNMENT PARTICIPATION:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700247

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <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 checked="" type="checkbox"/> Revenue	CLASS III <input type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>9/19/96</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department: Juvenile Justice Services

Division:

Date: August 27, 1996

Contract Originator: Elyse Clawson

Phone: 248-3460

Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor

Phone: 248-3968

Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Sublease Agreement allows Oregon Youth Authority the use of thirty-two (32) detention bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Oregon Youth Authority.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Oregon Youth Authority</u> Mailing Address: <u>530 Center Street, NE, Suite 200</u> <u>Salem, Oregon 97301-3740</u> Phone: <u>(503) 373-7205</u> Employer ID# or SS#: _____ Effective Date: <u>August 1, 1996</u> Termination Date: <u>June 30, 2011</u> Original Contract Amount: \$ <u>350,400</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>350,400</u>	Remittance Address (if different) _____ <table> <tr> <th>Payment Schedule</th> <th>Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	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 \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: _____

Date: 8-28-96

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: Patricia Galt

Date: 9/19/96

County Chair/Sheriff: Don Spillman

Date: September 19, 1996

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
01											
02											
03											

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

MULTNOMAH COUNTY JUVENILE DETENTION SUBLEASE

THIS SUBLEASE is entered into in accordance with ORS Chapter 190 this ____ day of July, 1996, between MULTNOMAH COUNTY, a home rule subdivision of the State of Oregon, hereinafter referred to as "the County," and the STATE OF OREGON, OREGON YOUTH AUTHORITY, hereinafter referred to as "the Youth Authority."

The parties agree as follows:

ARTICLE I DEFINITIONS, BACKGROUND, AND INTENT

1.1 Certain Defined Terms. As used in this Sublease, the following terms have the following meanings:

"Complex" means the land and improvements known as the Juvenile Justice Complex located at 1401 N.E. 68th, Portland, Oregon, the legal description of which is attached to this Agreement as Exhibit A.

"Common Areas" means the kitchen, detention administration, general detention support, gym, visiting area, booking area and other common areas within the Detention Facility. The larger common areas (kitchen, gym, booking and visiting) are identified on the map attached hereto as Exhibit B.

"Detention Facilities" means the Existing Detention Facilities and the New Detention Facilities.

"Existing Detention Facilities" means that portion of the Complex consisting of 128 beds of juvenile detention space and related facilities, as more fully described and/or depicted on Exhibit B.

"Financing Lease" means the Lease-Purchase and Escrow Agreement dated as of August 1, 1992 by and between the County as Lessee/Purchaser and First Trust Bank, as Trustee.

"New Detention Facilities" means the additional detention facilities which, when completed, will consist of 63 additional beds of juvenile detention space and related facilities, as more fully described and/or depicted on Exhibit C.

"Premises" means that portion of the New Detention Facilities described and/or depicted on Exhibit D.

1.2 Background. The County is constructing the New Detention Facilities and expects construction to be completed by July 31, 1996 ("Estimated Completion Date"). The New Detention Facilities will be subject to the terms and conditions of the Financing Lease.

1.3 Intent. The Youth Authority wishes to sublease the Premises for use as a secure program for juveniles under the jurisdiction of the Youth Authority for a period of approximately fifteen (15) years, and the County wishes to sublease the Premises to the Youth Authority for such purpose and term, subject to certain use restrictions as set forth below, and the Trustee has consented to this Sublease.

ARTICLE II DEMISING CLAUSE

2.1 Demise. The County hereby subleases the Premises to the Youth Authority, and the Youth Authority hereby subleases and accepts the Premises from the County, on the terms and conditions set forth in this Sublease.

ARTICLE III TERM AND EARLY TERMINATION

3.1 Term. The term of this Sublease is approximately 14 (fourteen) years and eleven (11) months (the "Term"), commencing on the earlier of (i) the date the Youth Authority takes possession of the Premises or (ii) August 1, 1996, and terminating June 30, 2011 ("Termination Date"). The Youth Authority may take possession of the Premises prior to August 1, 1996 with the agreement of the County, in which event the parties shall execute an addendum to this Sublease confirming the commencement date. This Sublease is subject to termination prior to the Termination Date under the circumstances described in Sections 3.2, 3.3, 3.4, 3.5, 11.1, 12.1 and 12.4.

3.2 Non-Appropriation by the Legislative Assembly.

3.2.1 Notwithstanding any other provision of this Sublease, if (a) the State of Oregon Legislative Assembly allots insufficient funds for this Sublease for any fiscal period or portion thereof to continue payments owed by the Youth Authority under this Sublease and (b) the Youth Authority has no other funds available to it for such purpose, then this Sublease shall terminate (a "State Non-Appropriation Event"). The Youth Authority shall give the County written notice of any State Non-Appropriation Event as soon as is reasonably practicable, but in no event more than 30 days after the Youth Authority receives notice of such event.

3.2.2 In the event of a termination under this Section 3.2, the Youth Authority shall promptly surrender the Premises to the County broom clean and in good condition, ordinary wear and tear excepted. Thereafter, neither party shall have any obligation to the other under this Sublease, except with respect to such obligations, if any, that were outstanding immediately prior to the occurrence of the State Non-Appropriation Event. Termination under this Section 3.2 shall not constitute an event of default under this Sublease.

3.2.3 The County acknowledges that the Legislative Assembly is under no obligation to make any appropriation with respect to the Sublease. However, the Youth Authority promises to act in good faith to obtain appropriations from the Legislative Assembly of sufficient funds to meet its obligations under this Sublease. If, within three months after terminating this Sublease the Youth Authority leases or subleases new property for the same or similar use in the tri-county area as it used the Premises, the Youth Authority shall be deemed not to have acted in good faith as required by the preceding sentence.

3.3 Non-Appropriation by the County.

3.3.1 Notwithstanding any other provision of this Sublease, if the County's Board of Commissioners allots insufficient funds for any fiscal period or portion thereof to fund the continued operation of the Complex (a "County Non-Appropriation Event"), then this Sublease shall terminate. The County's Director of Finance shall give the Youth Authority written notice of any County Non-Appropriation Event as soon as is reasonably practicable, but in no event more than 30 days after the County receives notice of such event.

3.3.2 In the event of a termination under this Section 3.3, the Youth Authority shall promptly surrender the Premises to the County broom clean and in good condition, ordinary wear and tear excepted. Thereafter, neither party shall have any obligation to the other under this Sublease, except with respect to such obligations, if any, that were outstanding immediately prior to the occurrence of the County Non-Appropriation Event. Termination under this Section 3.2 shall not constitute an event of default under this Sublease.

3.3.3 The Youth Authority acknowledges that the County's Board of Commissioners is under no obligation to make any appropriation with respect to the operation and maintenance of the Complex.

3.4 Early Termination by the Youth Authority. If the Youth Authority is not then in default under any provision of this Sublease, it may terminate this Sublease at any time after June 30, 2001 by giving the County at least 365 days prior written notice of termination. In the event of such a termination, the Youth Authority shall remain responsible for, and shall continue to pay all Base Rent until the County occupies the Premises for its own use or a replacement sublessee takes occupancy. The County shall make good faith efforts to assist the Youth Authority in finding a replacement sublessee.

3.5 Early Termination by the County. If the County is not then in default under any provision of this Sublease, it may terminate this Sublease at any time after June 30, 2001, by giving the Youth Authority at least 365 days prior written notice of termination. If this Sublease is terminated by the County after June 30, 2001, but before June 30, 2011, the County shall pay the Youth Authority an early termination fee equal to six percent (6%) of the Base Rent paid by the Youth Authority from July 1, 1997 through the date of termination. The early termination fee provided in this Section 3.5 represents an agreed upon compensation to the Youth Authority for the disruption, inconvenience and expense it would incur as a result of an early termination, and shall be prorated on a monthly basis for any partial fiscal year in which termination occurs.

3.6 Termination Under Other Provisions of this Sublease. This Sublease is also subject to termination in accordance with the provisions of Articles XI and XII of this Sublease.

ARTICLE IV RENT

4.1 Base Rent.

4.1.1 For the period beginning on the date of this Sublease through June 30, 1997, the Youth Authority shall pay the County as "Base Rent" for the Premises \$960 per day based on \$30 dollars per bed multiplied by 32 beds. All Base Rent for such period shall be paid in arrears in equal monthly installments on or before the tenth (10th) day of each month or partial month.

4.1.2 As used herein, the term "Base Rent Percentage," as it relates to Project Debt Service attributable to the New Detention Facilities means 50%.

4.1.3 As used herein, the Term "Project Debt Service" means the sum of the following costs and expenses incurred by the County during the relevant fiscal year in connection with the County's financing the construction of the New Detention Facilities (including such costs and expenses in connection with any refinancing of the original financing or a subsequent refinancing): principal, interest, paying agent and trustee fees, and arbitrage calculation fees.

4.1.4 For the period beginning July 1, 1997 and continuing thereafter through the remainder of the Term, the Youth Authority shall pay the County as annual Base Rent the sum of the Youth Authority's Base Rent Percentage of Project Debt Service attributable to the New Detention Facilities. All Base Rent for such period shall be paid in equal monthly installments on or before the 10th of each month, beginning with the month of July, 1997.

4.2 Additional Rent. For the period beginning July 1, 1997 and continuing thereafter through the remainder of the Term, the Youth Authority shall also pay the County as Additional Rent the sum of (a) the Youth Authority's Operation and Maintenance Obligation, determined

pursuant to Section 4.3 below, plus (b) costs chargeable to the Youth Authority for food and laundry services, determined pursuant to Section 4.4 below, and (c) Indirect Costs chargeable to the Youth Authority, determined pursuant to Section 4.5 below. Any Additional Rent not paid within thirty (30) days of the due date shall bear interest at the rate of interest earned by the County's Local Government Investment Pool Account #4017 from the due date until paid.

4.3 Operation and Maintenance Obligation. As Additional Rent, the Youth Authority shall pay the County, in equal installments on a monthly basis, its share of annual Operation and Maintenance Costs, as such costs are calculated and adjusted in the manner set forth below (the "Operation and Maintenance Obligation"). The Youth Authority's share of Operation and Maintenance Costs shall be 100% as to the Premises and 16.8% of the Common Areas.

4.3.1 As used herein, the term "Operation and Maintenance Costs" means the budgeted costs for the operation and maintenance of the Premises charged to Multnomah County Juvenile Justice Center on an annual basis by the Multnomah County Facilities Fund, including what the Facilities Fund currently refers to as "base service charge," "estimated utility charge," and "capital surcharge." The Facilities Fund charge includes the budgeted costs for management, repair, maintenance, insurance, security services, groundskeeping, electricity, gas, lighting, heating, air conditioning, water, telephone and other utility services, window washing, janitorial services and trash removal, other than food and laundry services covered in Section 4.4 below.

4.3.2 The Operation and Maintenance Obligation for fiscal year 1997-1998 shall be calculated by the County prior to August 1, 1996, based on the Facilities Fund charge for the 1997-1998 fiscal year, and the County shall give the Youth Authority written notice of such calculation. The Operation and Maintenance Obligation shall be increased each fiscal year thereafter during the term of this Sublease until the fiscal year beginning in 2003 by a percentage equal to the State of Oregon's Department of Administrative Services Allowance for cost of living increases for services and supplies for such year (the "COLA Adjustment").

4.3.3 The Operation and Maintenance Obligation for the fiscal year beginning in the year 2003 shall be calculated by the County prior to July 15, 2002 based on the Facilities Fund charge for the fiscal year beginning in 2003, and the County shall give written notice of such calculation. The Operation and Maintenance Obligation shall be increased each fiscal year thereafter during the term of this Sublease until the fiscal year beginning in 2010 by a percentage equal to the COLA Adjustment for such year.

4.3.4 The Operation and Maintenance Obligation for the fiscal year beginning in the year 2009 shall be calculated by the County prior to July 15, 2008 based on the Facilities Fund charge for the fiscal year beginning in 2009, and the County shall give written notice of such calculation. The Operation and Maintenance Obligation shall be increased each fiscal year

thereafter until expiration of this Sublease by a percentage equal to the COLA Adjustment for such year.

4.3.5 If the Multnomah County Facilities Fund changes the manner in which it charges the Multnomah County Juvenile Justice Center for the budgeted costs of operation and maintenance of the Premises, the County may similarly change the manner in which it calculates the Youth Authority's Operation and Maintenance Obligation for the purposes of this Sublease.

4.4 Food and Laundry Services. As Additional Rent, the Youth Authority shall pay the County, in equal installments on a monthly basis, costs chargeable to the Youth Authority for food and laundry services provided for the benefit of the Youth Authority at the Premises, as such costs are calculated by the County and adjusted in the manner set forth below.

4.4.1 Prior to August 1, 1996, the County shall notify the Youth Authority in writing of the estimated annual amount of Additional Rent to be paid by the Youth Authority for food and laundry services for the fiscal year beginning in 1997 (the "Food and Laundry Estimate"). The Food and Laundry Estimate shall be increased annually thereafter by the COLA Adjustment, shall be re-set for the fiscal years beginning in 2003 and in 2009, and the Food and Laundry Estimate shall be increased by the COLA Adjustment each year between 2003 and 2009 and after the fiscal year beginning in 2009, until expiration of this Sublease. Within 45 days following the end of each fiscal year beginning with the fiscal year ending June 30, 1998, the County shall furnish the Youth Authority a statement showing in reasonable detail the actual costs for food and laundry services during the preceding year, together with a computation of the charge or credit to the Youth Authority for any difference between actual Additional Rent under this Section 4.4 and estimated Additional Rent paid under this Section 4.4 for such period. If the Youth Authority has paid estimated costs in excess of actual costs due, the excess payment shall be credited against the next Additional Rent falling due under this Section 4.4.

4.4.2 For purposes of this Section 4.4, the County shall be entitled to assume continuous, full occupancy of the Premises and that, in addition, food services are provided for the Youth Authority's staff at full staffing levels. In addition, all costs attributable to food services contractual payments shall be full cost. The Oregon Youth Authority shall be responsible for counting meals served and claiming reimbursements from the United States ~~Food and Drug Administration~~ ^{Food Department} for costs of eligible meals.

4.4.3 Notwithstanding any other provision of this Sublease to the contrary, the Youth Authority may opt out of the foregoing provisions of this Section 4.4 and opt back into such provisions by notice given in accordance with this Section 4.4.3 (the "Section 4.4 Notice"). Each Section 4.4 Notice shall (a) first be effective for the fiscal year beginning in the calendar year immediately after the calendar year in which the notice is effective, (b) specify the number of fiscal years or portions thereof for which such Section 4.4 Notice is effective and (c) specify whether the Youth Authority is opting in or out of the foregoing provisions of Section 4.4. No

more than one Section 4.4 Notice may be given by the Youth Authority during any calendar year. If the Youth Authority opts out of such provisions, the County shall not be obligated to provide food and laundry services during the period specified in the relevant Section 4.4 Notice and the Youth Authority shall not be obligated to pay Additional Rent under this Section 4.4 during such period; if the Youth Authority opts back into such provisions, the County shall be obligated to provide food and laundry services and the Youth Authority shall be obligated to pay Additional Rent for such services, as provided in Sections 4.1 and 4.2. No periods of time during which such provisions are rendered ineffective due to an "opt out" Section 4.4 Notice shall affect the calculation of Additional Rent due during subsequent periods in which such provisions are effective by reason of an "opt in" Section 4.4 Notice.

4.5 Indirect Costs. As Additional Rent, the Youth Authority shall pay the County, in equal installments on a monthly basis, the County's "Indirect Costs" for operating the Premises each fiscal year, based upon the County's indirect cost rate as established by the County's indirect cost allocation plan. The applicable cost allocation rate shall first be established prior to August 1, 1996 for the fiscal year beginning in 1997, and the payment amount shall be increased annually thereafter by the COLA Adjustment and shall be re-set for the fiscal years beginning 2003 and in 2009. In addition, for each year fiscal year between the fiscal years which begin in 2003 and 2009, and each fiscal year after the fiscal year beginning in 2009 until expiration of this Sublease, the applicable cost allocation rate (as set and re-set in accordance with the foregoing provisions) shall be increased by the COLA Adjustment.

4.6 Payment Terms. All Base Rent and Additional Rent shall be paid when due and payable at the address specified from time to time by the County, without any setoff, deduction or prior demand whatsoever. If the first month of the Term of this Sublease shall be a partial month, Base Rent for such partial month shall be prorated on a daily basis based on a 30-day month, ~~and the amount due for such partial month shall be paid on or before August 1, 1996.~~ RM
EC Any payment by the Youth Authority or acceptance by the County of a lesser amount than what is due shall be treated as a payment on account. The acceptance by the County of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check that such lesser amount is payment in full shall have no force or effect, and the County may accept such check without prejudice to any other rights or remedies which it may have against the Youth Authority.

ARTICLE V USE

5.1 Permitted Use. The Youth Authority shall use the Premises as a secure program for juveniles under the jurisdiction of the Youth Authority, and for no other purpose, provided, however, that: (a) the parties intend that the Premises will be used for detention periods of approximately thirty (30) to sixty (60) days and the Youth Authority agrees that in no event shall the Premises be used for detention periods in excess of one hundred twenty (120) days; and (b) the Youth Authority shall permit the Premises to be occupied by no more than thirty-two (32) juveniles as of midnight on any day during the Term. The Youth Authority shall be responsible for the correctional program operated by it at the Premises, including intake, assessment, ongoing program services, discharge and transfer or referral planning. The Youth Authority shall provide all staff necessary for such activities.

5.2 Limitations on Use. In connection with its permitted use of the Premises, the Youth Authority shall: (a) comply with all applicable laws, ordinances, rules and regulations of any governmental authority (including the County, in the exercise of its general governmental powers); (b) not annoy, obstruct or interfere with the rights of other tenants or occupants of the Complex; (c) create no nuisance nor allow any objectionable fumes, noise or vibrations to be emitted from the Premises; and (d) comply with all building regulations which may be promulgated by the County from time to time pursuant to Section 15.1.

ARTICLE VI THE COUNTY'S OBLIGATIONS

6.1 Maintenance and Repair. The County shall perform at its sole cost and expense all necessary repairs, maintenance and replacement of (a) the Premises' structure, foundation, exterior walls, roof, doors and windows, (b) the heating, air conditioning, plumbing, electrical and lighting systems in or serving the Premises (including obtaining required permits and inspections from building code enforcement authorities), (c) interior walls of the Premises, (performing touch-up and repainting as necessary when due to normal wear or deterioration), (d) carpets and other floor coverings in the Premises, and (e) the Common Areas. Notwithstanding the foregoing, the Youth Authority shall reimburse the County for all costs and expenses of repairs, maintenance and replacement made necessary as a result of the negligence or intentional acts or omissions of the Youth Authority or its employees, agents, detained juveniles and guests.

6.2 Utilities and Services. The County will furnish to the Premises, or cause to be furnished to the Premises, water, sewer, electricity, heat, snow and ice removal, window washing, janitorial services, and trash removal services. Any interruption of such services or utilities outside the reasonable control of the County shall not be deemed an eviction or disturbance of the Youth Authority's use and possession of the Premises or relieve the Youth

Authority from performing its obligations under this Sublease. The County shall take all reasonable steps to prevent and/or correct any interruptions in utilities or service. The Youth Authority shall be responsible for the installation of any telephone cable and wire and surge protection devices for electrical service in excess of the telephone cable and wire and electrical services, respectively, provided in accordance with the plans and specifications for the New Detention Facilities as set forth in Exhibit C to this Sublease.

6.3 Representations. The County represents and warrants to the Youth Authority as follows:

6.3.1 The County has the right to enter into and make this Sublease;

6.3.2 Possession of the Premises will be delivered to the Youth Authority on the first day of the Term free of other tenants and of conflicting claims, except as provided in Article XIV;

6.3.3 The use of the Premises by the Youth Authority for the specific uses set forth in Section 5.1 above is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which the Premises are located;

6.3.4 On paying the rent and performing its obligations under this Sublease, the Youth Authority may enjoy the rights granted by this Sublease free from rightful interference by any third party, except as provided in Article XIV; and

6.3.5 The Premises and the Common Areas will be constructed to comply with current regulatory and building code requirements, including handicapped accessibility.

ARTICLE VII COMMON AREAS

7.1 Parking. During the Sublease term, the County shall make available to the Youth Authority three (3) reserved parking spaces in the North Lot of the Complex, two (2) for Youth Authority management personnel and one (1) for a transport vehicle. Other parking spaces at the Complex shall be available to Youth Authority staff on an as-available basis.

7.2 Other Common Areas. The Youth Authority shall also have the right to use the Common Areas, on a non-exclusive basis in common with the County and other tenants and occupants of the Complex. In addition, gymnasium access will be equal/proportional to other tenants and occupants of the Complex, as determined by the County in good faith.

7.3 Management and Operation of Common Areas. The Youth Authority's right to use the Common Areas described above shall be subject to the exclusive control and management of the County. The County will operate and maintain, or cause to be operated and maintained, the Common Areas in a manner deemed by the County to be reasonable and appropriate in the best interest of the Complex. The County will have the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (b) to close temporarily any or all or portions of the Common Areas; (c) to schedule and prioritize the use of the Common Areas among tenants among the County, the Youth Authority and other Tenants and other occupants of the Complex; and (d) to do and perform such other acts with respect to the Common Areas as in the exercise of good business judgment the County deems to be advisable.

ARTICLE VIII CONDITION OF PREMISES

8.1 Condition of Premises. Except as provided in Section 6.3, the County makes no representations concerning the Premises and the Youth Authority will accept the Premises "AS IS" on the date the Term commences.

8.2 Alterations. The Youth Authority shall not make any alterations to the Premises without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. The Youth Authority shall reimburse the County for any and all reasonable costs, fees and expenses incurred by the County in connection with any alterations made to the Premises by the Youth Authority. Such reimbursement amount shall be payable not later than thirty (30) business days following the County's delivery of written request therefor, which request shall include invoices or other reasonable evidence of such amounts, costs, fees and expenses due to the County.

8.3 Ownership and Removal of the Youth Authority's Property. Upon termination of this Sublease for any reason, the Youth Authority shall (a) remove all of its personal property from the Premises; (b) restore the Premises to its condition prior to any alterations (unless otherwise required by the County in connection with any consent granted for the making of such alterations, as required by Section 8.2), (c) quit and surrender the Premises to the County broom clean and in good condition, ordinary wear and tear excepted. All such removals and restorations shall be accomplished in a good and workmanlike manner so as not to damage the structural or utility components of the Premises or the Complex. Upon a failure of the Youth Authority to comply with the foregoing requirements, the County may bring the Premises into compliance and the Youth Authority shall pay all reasonable costs incurred in connection therewith.

8.4 Furnishings. The County will provide all standard fixtures and built-in appliances in accordance with Exhibit C. The Youth Authority will provide all additional furnishings for the Premises for the duration of this Sublease.

ARTICLE IX INSURANCE

9.1 Insurance Required When Self-Insurance Terminates. It is understood that the Youth Authority and the County are self-insured public bodies in the State of Oregon. If either party ceases to be self-insured, such party shall so notify the other party's risk manager in writing as soon as is practicable. In that event, the party ceasing to be self-insured ("Insuring Party") shall maintain comprehensive general liability insurance, property damage insurance and automobile liability insurance with respect to its use of and activities at the Premises. The insurance shall name the other party ("Insured Party") and its officials and employees as additional insureds.

9.2 Minimum Coverages. Except as may be required by Section 9.3, the insurance referred to in Section 9.1 shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for occurrences involving property damage.

9.3 Adjustment to Minimum Coverage Requirements. The limits of the required insurance shall be changed by a percentage equal to the percentage of any change in the maximum limit of liability imposed on political subdivisions of the State of Oregon during the Term of this Sublease.

9.4 Other Features. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Insured Party and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued with the Insured Party named as insured. The coverage must apply as to claims between insureds on the policy.

9.5 Termination or Cancellation. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days' written notice first being given to the Insured Party's risk manager. If the insurance is canceled or terminated prior to termination of the Sublease, the Insuring Party shall provide a new policy with the same terms. The Insuring Party shall maintain continuous, uninterrupted coverage for the duration of the Sublease.

ARTICLE X INDEMNIFICATION

10.1 Indemnification By the Youth Authority. Subject to the limits in the Tort Claims Act, ORS 30.265 *et seq.* and the Oregon Constitution, the Youth Authority agrees to defend, indemnify and save harmless the County, its officers, agents, and employees from and against all claims, actions and liabilities, and all expenses incidental to the investigation and defense thereof, arising out of or as a result of damage or injuries to persons or property in connection with the Youth Authority's use of the Premises. The Youth Authority specifically shall defend and hold the County and its officers, agents and employees harmless from any claim, action or liability arising from any violation or alleged violation of ORS 418A.063 and from the Youth Authority's failure to properly monitor the detention periods for juveniles placed in the Premises by the Youth Authority.

10.2 Indemnification By the County. Subject to the limits in the Tort Claims Act, ORS 30.265 *et seq.* and the Oregon Constitution, the County agrees to defend, indemnify and save harmless the Youth Authority, its officers, agents, and employees from and against all claims, actions and liabilities, and all expenses incidental to the investigation and defense thereof, arising out of or as a result of damage or injuries to persons or property in connection with the County's use of the Complex.

ARTICLE XI CASUALTY DAMAGE AND SUBROGATION

11.1 Effect of Damage on Sublease Obligations.

11.1.1 If the Premises or the Complex is damaged by fire or other casualty to such a degree that the Premises are unsuitable for the purpose subleased, and if repairs cannot reasonably be made within 180 days, either party may elect to terminate this Sublease; provided, that if the fire or other casualty was the result of negligent or intentional acts or omissions of the Youth Authority or its officers, agents, employees, detained juveniles and guests, then the Youth Authority may not elect to terminate this Sublease.

11.1.2 In all cases of damage the County shall promptly notify the Youth Authority of the estimated time required to complete the necessary repairs or reconstruction. If the County's estimated time for completion of the repairs or reconstruction is greater than 180 days, then each party shall have 30 days following the County's giving of notice of the estimated time for repairs or reconstruction to elect to terminate this Sublease (which election shall be made by such party giving written notice of termination to the other). Such termination shall be effective immediately upon the giving of such notice of termination. In all cases where repairs or reconstruction are performed, the County shall have exclusive control over such repairs or reconstruction.

11.1.3 Following any damage, and during the period of any repair or reconstruction, the Youth Authority's rental obligation shall be reduced to the extent the Premises or Common Areas cannot reasonably be used by it, unless the damage was the result of the negligent or intentional acts or omissions of the Youth Authority or its officers, employees, agents, detained juveniles or guests.

11.2 Waiver of Subrogation. Neither party shall be liable to the other for loss arising out of damage to or destruction of the Premises or the Complex or the contents thereof, when such loss is caused by any of the perils which are included within a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All claims of one party against the other for any and all such loss are hereby waived. Such absence of liability shall exist whether or not the damage is caused by the negligence of either the County or the Youth Authority or by any of their respective officers, employees, agents, detained juveniles or guests. The County shall provide property damage insurance for the Premises, and the Youth Authority at its sole expense shall provide property damage insurance with respect to the Youth Authority's personal property located at the Premises, and each party shall look solely to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

ARTICLE XII DEFAULT AND REMEDIES

12.1 Default by the Youth Authority. If the Youth Authority shall: (a) fail to pay any amount payable hereunder within sixty (60) days from the date such payment is due (unless such failure shall have already occurred twice during the Term, in which case the grace period shall be thirty (30) and not sixty (60) days); or (b) fail to keep any other term, covenant, or condition herein; or (c) abandon or vacate the Premises without the consent of the County; or if (d) the Youth Authority's interest in this Sublease or any part thereof shall be assigned, encumbered, subleased or transferred without the prior written consent of the County, either voluntarily or by operation of law, then, in any of such events, the Youth Authority shall be deemed to be in default hereunder.

12.2 Remedies. If the Youth Authority should, after written notice, fail to remedy any default with all reasonable dispatch, not exceeding 30 days, then the County shall have the right at its option to do the following immediately upon giving written notice to the Youth Authority: (a) terminate this Sublease and re-enter the Premises and eject all parties in possession therefrom; or (b) re-enter the Premises and eject all parties therefrom, and without terminating the Sublease, relet the Premises, or any part thereof, upon such terms and conditions as the County may deem advisable, in which event the Sublease payments received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commissions actually paid, and the balance shall be applied toward payment of all sums due or to become due

to the County hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, the Youth Authority shall pay the County any deficiency.

12.3 Remedies Not Exclusive. The foregoing remedies of the County are in addition to and not exclusive of any other remedy to which the County may now or hereafter be entitled at law or in equity, including, but not limited to, the right to recover each payment of Base Rent and Additional Rent as it becomes due without terminating this Sublease or the County's right to possession of the Premises. Any re-entry shall be allowed by the Youth Authority without hindrance, and the County shall not be liable in damages for any such re-entry or be guilty of trespass.

12.4 Default by the County. If the County shall fail to perform any term, covenant or condition of this Sublease and such failure shall continue for sixty (60) days after written notice thereof has been given by the Youth Authority, the Youth Authority may terminate this Sublease immediately upon giving written notice of such termination to the County. The Youth Authority may also pursue any other remedies available to it under applicable law by reason of the County's default.

ARTICLE XIII ASSIGNMENT AND SUBLETTING

13.1 Assignment and Subletting. The Youth Authority shall not assign this Sublease or any interest hereunder; shall not permit any assignment hereof by operation of law or otherwise; shall not subrent or sublet the Premises or any portion thereof, and shall not permit the use or occupancy of the Premises by other than the Youth Authority and its agents and employees (all of the foregoing being collectively defined herein as a "Transfer"), without obtaining the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. The County shall also have a right of first refusal with respect to the proposed Transfer, as provided in Section 13.3. Any Transfer for which the County's consent is required hereunder, made without such consent, shall be void.

13.2 Transfer of Responsibilities. Notwithstanding the foregoing, the County recognizes that the State of Oregon may transfer the Youth Authority's responsibilities and authority to a different or successor agency within state government, which agency shall be deemed the continuation of the Youth Authority for purposes of this Sublease.

13.3 Right of First Refusal. In addition to its obligations under Section 13.1, the Youth Authority agrees to give the County at least 30 days prior notice of any proposed Transfer to third party. The notice shall set forth all material terms of the proposed Transfer and shall constitute an offer to make the Transfer to the County on such terms. The County may elect to accept such offer or reject such offer within 20 days after receipt of the Youth Authority's notice by giving notice of acceptance or rejection to the Youth Authority. Failure of the County

to give such notice shall be deemed a rejection of the Youth Authority's offer. If the County rejects the offer the Youth Authority shall be free to effect the Transfer to the third party on the terms specified in its notice to the County, so long as the Transfer is otherwise approved by the County under Section 13.1

ARTICLE XIV FINANCING PROVISIONS

14.1 Subordination. The Youth Authority's rights under this Sublease shall be subordinate to the operation and effect of any mortgage, deed of trust, indenture, lease, or other security instrument which now or hereafter constitutes a lien on the Complex or the County's interest therein, whether the same is in existence on the date hereof or created hereafter (herein, a "Financing Agreement"). The Youth Authority's acknowledgement and agreement of subordination provided for in this Section 14.1 are self-operative and no further instrument or subordination shall be required; however, the Youth Authority shall execute such further assurances of such subordination as any mortgagee, lessor, trustee or other financing party may require from time to time.

14.2 Relationship to Financing Lease. Without limiting the scope of Section 14.1, the Youth Authority acknowledges those rights hereunder are in all respects subject and subordinate to the terms and conditions of the Financing Lease, and the rights of the Trustee and all existing and future holders of Certificates of Participation ("COP,") previously or hereafter issued pursuant to the Financing Lease. If as a result of the County's default, the Financing Lease is terminated prior to the expiration of the Term of this Sublease, this Sublease shall terminate and the Youth Authority shall have no further interest in the Premises.

14.3 Youth Authority's Covenants. The Youth Authority covenants and agrees that it will not take or permit to be taken any action that would cause this Sublease, or any part thereof, to be invalid or that would cause the interest on the COP's (or any other tax exempt financing relating to the Complex) to become taxable to the holders of the COP's (or other tax exempt debt) under Section 103 of the Internal Revenue Code of 1986, as amended.

14.4 Title. Title to the Complex, including the land on which it is located, all related facilities as necessary or convenient thereto, all structural additions thereto, and all fixtures, equipment furnishings, and apparatus placed therein by the County, shall remain in the name of the Trustee for the County during the term of the Financing Lease and shall vest in the County at the end of the term of the Financing Lease.

14.5 Attornment. If any third party succeeds to the County's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, termination of lease or otherwise, and if so requested by such third party, the Youth Authority shall attorn to such successor in

interest and shall execute an agreement confirming such obligation to attorn in such form as the successor in interest may reasonably request.

ARTICLE XV MISCELLANEOUS

15.1 Building Regulations. The County, for the proper maintenance of the Premises within the Complex, the rendering of good service, and the providing of safety, order, and cleanliness, may make and enforce building regulations appropriate for such purposes, but not in enlargement of or inconsistent with the terms, covenants and material conditions of this Sublease.

15.2 Waiver of Breach of Covenant. No waiver of any breach of any covenant, term, or condition of this Sublease shall be effective unless in writing. No waiver of any one breach shall be a waiver of any other breach.

15.3 Modification. This Sublease may be modified only by endorsement in writing attached to this Sublease, dated and signed by all the parties hereto. The parties shall not be bound by any oral or written statement of any servant, agent, or employee purporting to modify this Sublease.

15.4 Performance by the County. The County shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants, and conditions of this Sublease if due to any labor dispute, strike, lockout, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, legal injunction, inability to obtain labor, services or materials, or act of God or other cause beyond the reasonable control of the County.

15.5 Exhibits. All exhibits which are referred to in this Sublease are by this reference incorporated herein.

15.6 Notice. Notice between the parties shall be in writing, effective when personally delivered to the recipient's address specified below or, if mailed, effective forty-eight (48) hours following mailing, postage prepaid, to the recipient's address specified below or such address as either party may specify by notice to the other:

if to the County:	Director of Juvenile Justice Department of Juvenile Justice Services Multnomah County 1401 N.E. 68th Portland, Oregon 97213
-------------------	---

with a copy to:

Multnomah County Counsel
1120 S.W. Fifth Avenue
Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849

and if to the
Youth Authority:

Oregon Youth Authority
530 Center Street, NE, Suite 200
Salem, OR 97301-3740
Attention: Director

15.7 Entire Agreement. This Sublease constitutes the entire, complete, and final expression of the agreement of the parties.

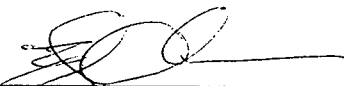
15.8 Merger. This Sublease constitutes the entire agreement between the parties. No waiver, consent, modification or change in terms of this Sublease shall bind either party unless it is in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only 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 Sublease. Each of the County and the Youth Authority, by the signature of its authorized representative, hereby acknowledges that such party has read this Sublease, understands it, and agrees to be bound by its terms and conditions.

As required by ORS 279.555, in the performance of this Sublease, the County shall use, to the maximum extent economically feasible, recycled paper.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein written.


THE COUNTY:

MULTNOMAH COUNTY

By: 
Printed Name: Elyse Clauson
Title: Director

THE YOUTH AUTHORITY:

**STATE OF OREGON, OREGON YOUTH
AUTHORITY**

By: 
Printed Name: RICHARD A HILL
Title: Director

[SIGNATURES CONTINUED ON NEXT PAGE]

REVIEWED AND APPROVED AS TO FORM:

By: 

Multnomah County Counsel

MULTNOMAH COUNTY, OREGON

BY: 

for Beverly Stein, County Chair

Date: September 19, 1996

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 9/19/96
DEB BOGSTAD
BOARD CLERK

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EXHIBITS

- Exhibit A - Legal Description of Juvenile Justice Complex
- Exhibit B - Map Depicting Existing Detention Facilities
- Exhibit C - Map Depicting New Detention Facilities
- Exhibit D - Map showing location of Premises within the New Detention Facilities

LEGAL DESCRIPTION OF JUVENILE JUSTICE COMPLEX

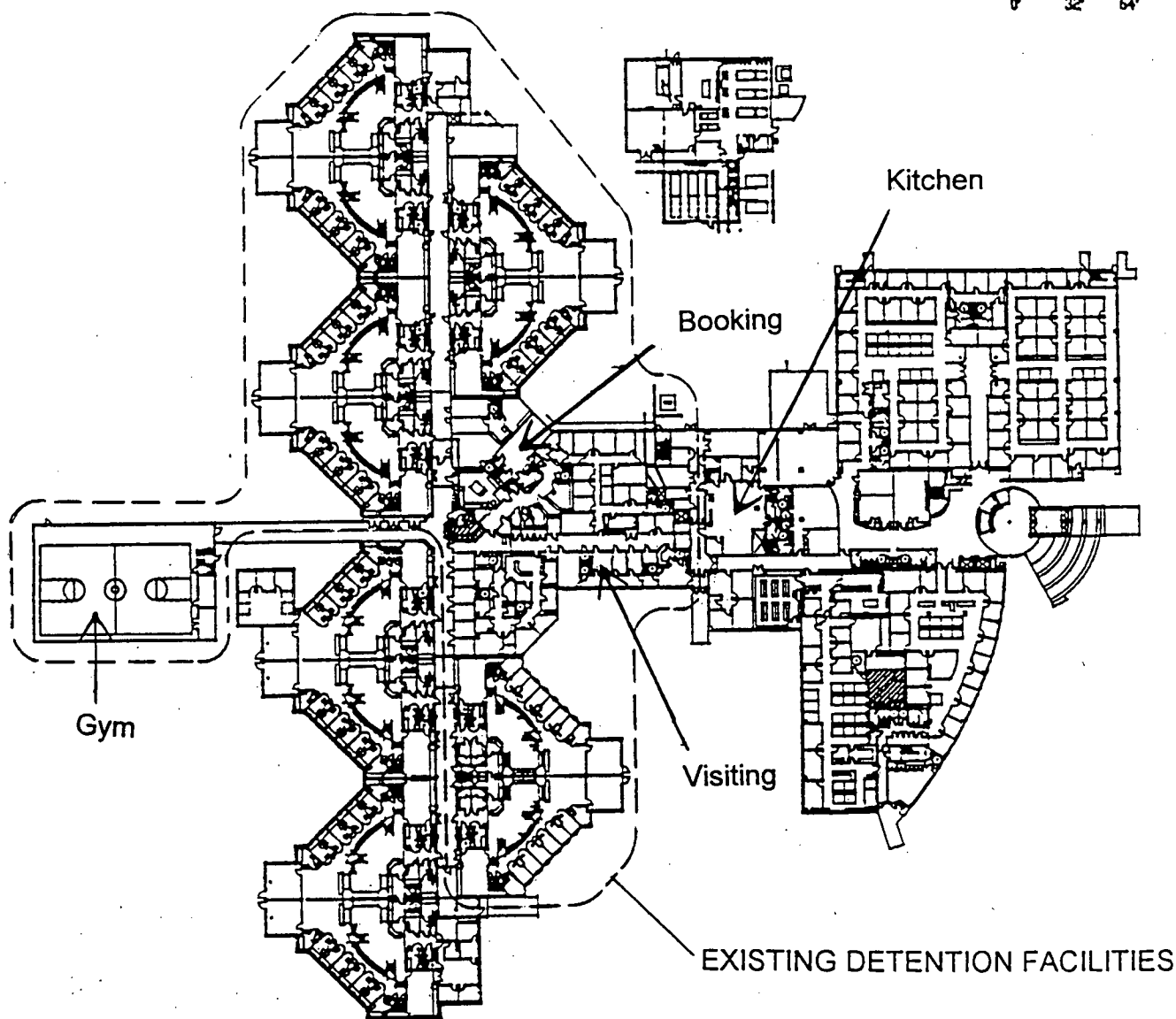
A tract of land situated in the Northwest one-quarter of Section 32, Township 1 South, Range 2 East, Willamette Meridian, Multnomah County, Oregon:

COMMENCING at a re-entrant corner of the Plat of Rosemont Addition recorded in Plat Book 163, Page 6, said point being North $89^{\circ}17'41''$ West, 0.11 feet from a 1/2-inch iron pipe at the centerline intersection of N.E. Multnomah Street and N.E. 68th Avenue; thence South $01^{\circ}42'19''$ West along the West line of said plat of Rosemont Addition a distance of 423.60 feet to the North right-of-way line of N.E. Hassalo Street; thence North $87^{\circ}37'08''$ West along the said North right-of-way line a distance of 421.70 feet to the true point of beginning; thence North $87^{\circ}37'08''$ West, continuing along said North right-of-way line a distance of 261.80 feet to an angle point being marked by a 1/2-inch iron pipe; thence North $83^{\circ}24'54''$ West continuing along said North right-of-way line a distance of 204.05 feet to the East right-of-way line of N.E. 65th Avenue; thence North $02^{\circ}25'58''$ East along said East right-of-way line a distance of 428.57 feet to the Southerly right-of-way line of Banfield Freeway (I-84); thence along said Southerly right-of-way line the following 3 courses: North $55^{\circ}12'28''$ East a distance of 154.00 feet; thence North $59^{\circ}22'27''$ East a distance of 638.10 feet; thence North $55^{\circ}12'28''$ East a distance of 21.29 feet to the North right-of-way line of N.E. Clackamas Street; thence South $87^{\circ}37'16''$ East along said North right-of-way line a distance of 175.49 feet to the West right-of-way line of N.E. 68th Avenue as described in Deed Book 1342, Page 398, Multnomah County Deed Records; thence along said West right-of-way line South $01^{\circ}42'30''$ West, a distance of 48.14 feet; thence South $16^{\circ}33'30''$ West, a distance of 362.77 feet to the point of curvature; thence along the arc of 856.47 foot radius curve to the right through a central angle of $34^{\circ}41'55''$ (long chord bears South $33^{\circ}54'26''$ West, a distance of 510.79 feet) an arc length of 518.69 feet to a point of tangency; thence South $51^{\circ}15'23''$ West, a distance of 5.16 feet to a point of curvature; thence along the arc of a 78.47 foot radius curve to the left through a central angle of $48^{\circ}45'58''$ (long chord bears South $26^{\circ}52'24''$ West, a distance of 64.79 feet) an arc length of 66.79 feet to the true point of beginning.

PLAN DEPICTING EXISTING DETENTION FACILITIES

Juvenile Justice Complex
Multnomah County
Portland Oregon

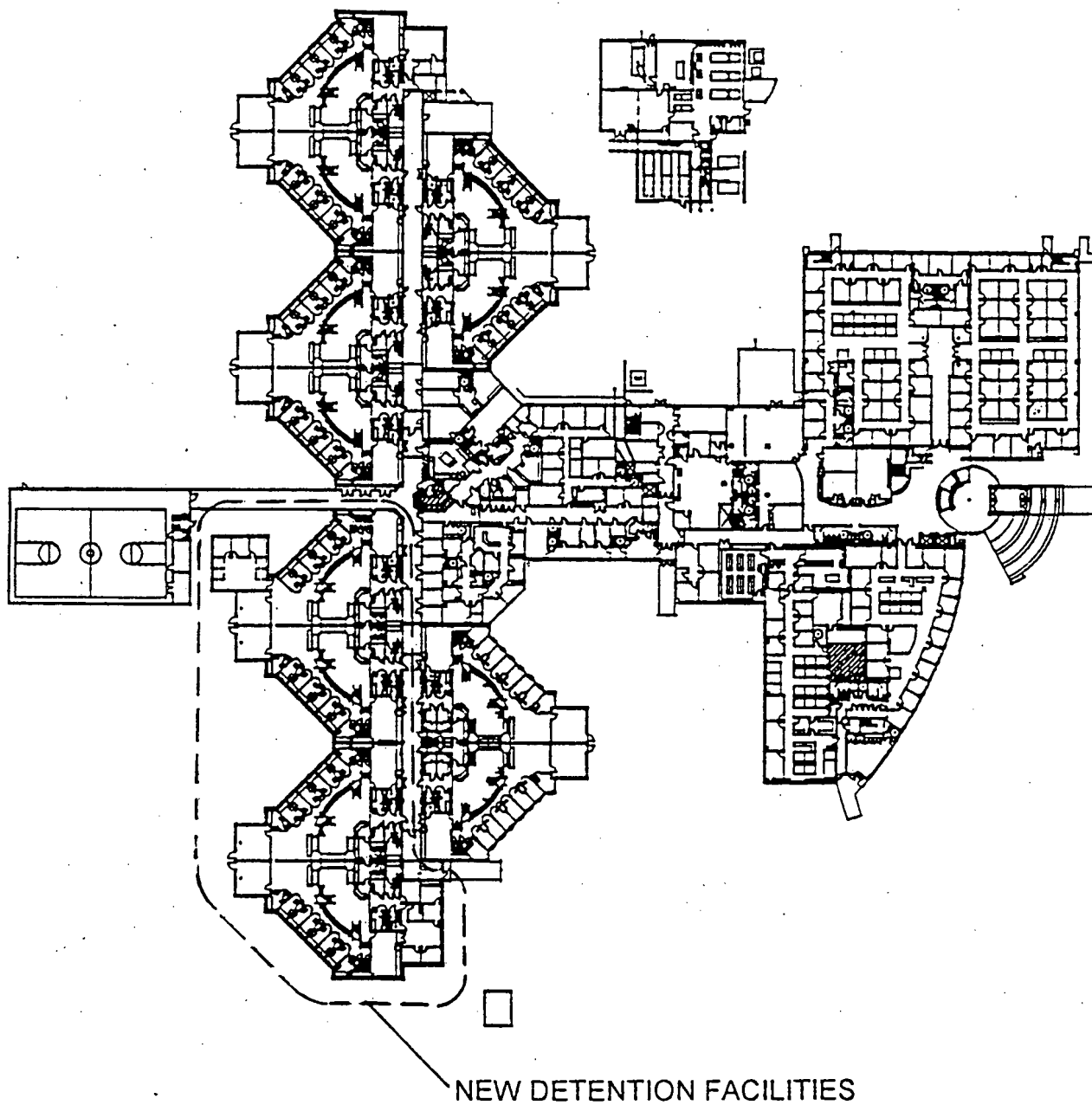
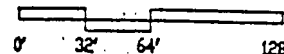
First Floor



PLAN DEPICTING NEW DETENTION FACILITIES

Juvenile Justice Complex
Multnomah County
Portland Oregon

First Floor



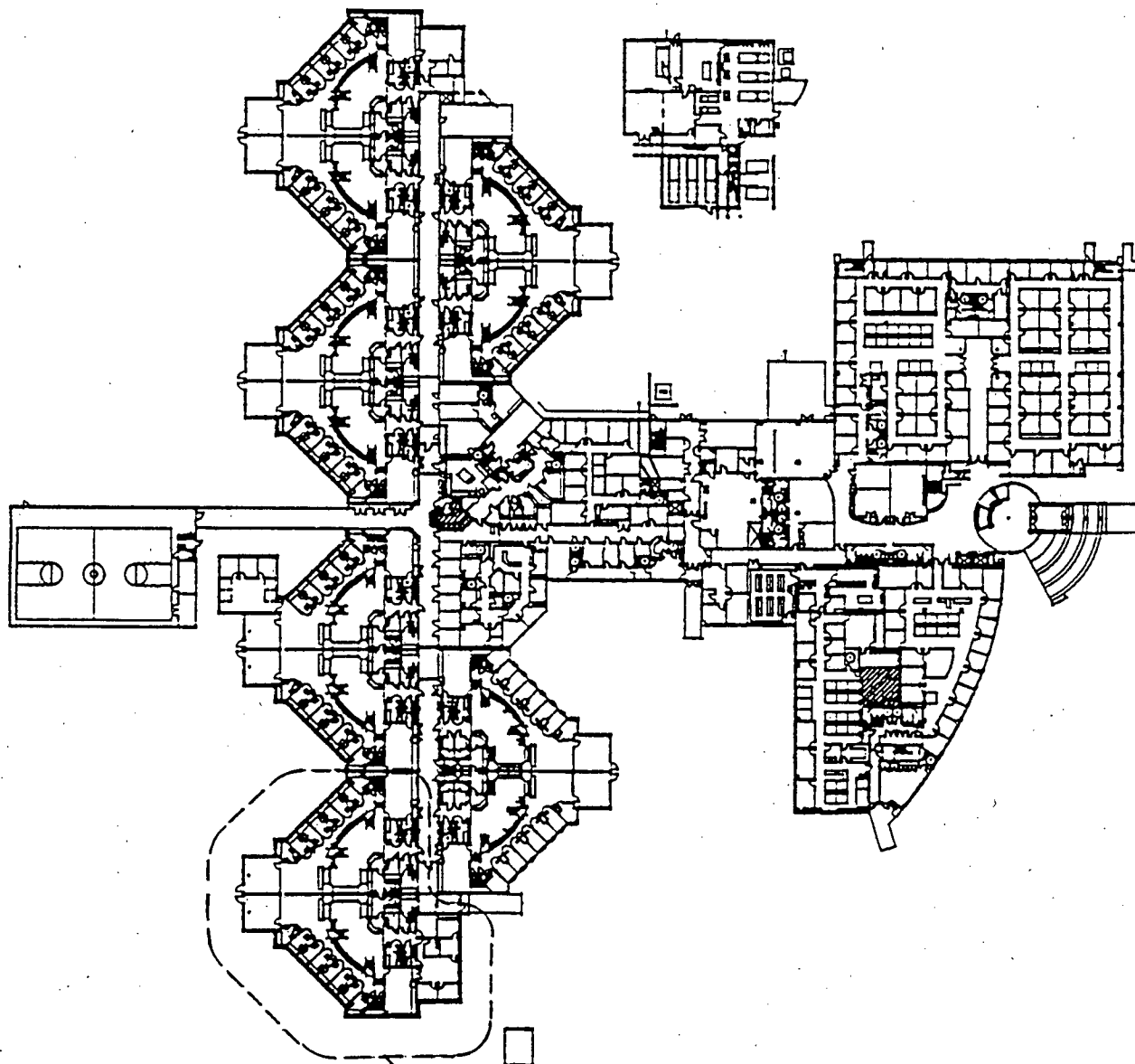
PLAN DEPICTING STATE OF OREGON LEASED DETENTION FACILITIES

Juvenile Justice Complex
Multnomah County
Portland Oregon

First Floor



0' 32' 64' 128'



STATE OF OREGON LEASED DETENTION FACILITIES

MEETING DATE: SEP 19 1996

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: City of Portland Omnibus Revenue Contract, Funding Human Services

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/ Rey España

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Revenue Agreement #102897 with the City of Portland, Allocating \$1,843,893 City Funds for Ongoing Human Service Programs Contracted and/or Provided Through the Department of Community and Family Services

9/27/96 ORIGINALS TO JOHN PEARSON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe mms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP -6 PM 6:34



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mls*
Department of Community and Family Services

DATE: August 20, 1996

SUBJECT: FY 1996-97 Revenue Contract from the City of Portland

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the Omnibus Revenue Contract from the City of Portland, for the period July 1, 1996 through June 30, 1997.

II. Background/Analysis: The Department of Community and Family Services annually receives a transfer of City funds for the purchase of human services, including homeless programs, public safety programs (domestic violence), housing programs (sewer-on-site), and Youth Employment and Empowerment (YEPP). In prior years, these funds have been transferred through separate and multiple contracts. This year, all of those contracts have been folded into one omnibus contract, with one set of general conditions and exhibits detailing the requirements for each funding source and program.

III. Financial Impact: The contract total is \$1,843,893. These funds are included in the adopted County budget. All the funds come to the Department of Community and Family Services but are budgeted in different organizations throughout the Department.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The City funds pay for services directed toward County policies, including public safety and reduction of domestic violence; access to mental health services; reduction of homelessness, and building the resiliency of youth affected by gang behavior.

VII. Citizen Participation: Citizens are involved through the Community Action Commission; agencies are involved through the Youth Employment and Empowerment Coalition.

VIII. Other Government Participation: This agreement represents a continuing partnership between the City of Portland and Multnomah County over funding and delivery of human services.

S:\ADMIN\CEU\CONT97\PDREV97.MEM

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-I)

Renewal ☐

Contract # **102897**

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p style="text-align: center;">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 style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>9/19/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	--

Department: Community & Family Services

Division: _____

Date: August 20, 1996

Administrative Contact: John Pearson

Phone: 248-3691 ext 2612

Bldg/Room 166/7th

Description of Contract:

Omnibus Revenue Contract funding Homeless, Housing, Public Safety, and YEEP Programs

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. _____ (Only for Original Renewals)

<p>Contractor Name: City of Portland, Bureau of Housing & Community Development</p> <p>Mailing Address: 808 SW 3rd, Suite 600 Portland, OR 97204</p> <p>Phone: (503)823-2375</p> <p>Employer ID# or SS#: N/A</p> <p>Effective Date: July 1, 1996</p> <p>Termination Date: June 30, 1997</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 1,843,893</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> </table> <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>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other
Payment Schedule	Terms								
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt								
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30								
<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other								

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe me* Date: 8/26/96

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
County Counsel: *Katie Hart* Date: 9/6/96

County Chair/Sheriff: *Don Galt* Date: 9/19/96

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.
									See Attached		

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor: CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT

Vendor Code: R6

Fiscal Year 1996/97

Amendment No. 0

Contract Number: 102897

Line	Fund	Agency	Org Code	Revenue Code	Report Category	LGFS Description	Original Amount	Amendment	Final Amount
1	156	010	1260	2025	9205	HUD CDBG/PDX	\$553,781		\$553,781
2	156	010	1265	2025	9205	HUD CDBG/PDX	\$150,000		\$150,000
3	156	010	1260	2084	9204	CITY RELOCATION/CDBG	\$28,119		\$28,119
4	156	010	1220	2768	9409	PTLD/SOS	\$230,000		\$230,000
5	156	010	1260	2719	9203	CITY EMER FUNDS	\$140,000		\$140,000
6	156	010	1260	2097	9202	ESG/PTLD	\$215,267		\$215,267
7	156	010	0101	2768	9409	PTLD/SOS	\$20,000		\$20,000
8	156	010	0135	2719	9203	CITY EMER FUNDS	\$24,000		\$24,000
9	156	010	1382	2100	9309	PDX/E SHEL Y (CDBG)	\$158,223		\$158,223
10	156	010	1381	2770	9930	YOUTH EMPLOY (CDBG)	\$241,850		\$241,850
11	156	010	1662	2101	9003	PDX/HLESS MI	\$64,197		\$64,197
12	156	010	1662	2097	9202	ESG/PTLD	\$18,456		\$18,456
									\$0
TOTAL							\$1,843,893	\$0	\$1,843,893

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

This agreement for services (Agreement) is between the City of Portland, acting through its Bureau of Housing and Community Development (City) and Multnomah County, acting through its Department of Community and Family Services (County).

This Agreement consists of the following sections:

Part A: Agreement	Page A-1
Table A: Contracted Service Programs	Page A-2
Part B: General Terms and Conditions	Page B-1
Exhibits: Program Descriptions	A-J, L-M

PART A: AGREEMENT

- DESCRIPTION OF SERVICES.** County will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.
- COMPENSATION:** City shall pay County quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Agreement, as described in the Exhibits. Total compensation under this Agreement shall not exceed \$1,843,893.
- TERM.** County's services will begin on July 1, 1996 and terminate when completed but no later than June 30, 1997.

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

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

BY Lorenzo Poe 8/26/96 BY _____
Director, Dept of Community & Family Svcs Date Commissioner in Charge Date

BY Don Inattman 9/19/96
for Beverly Stein, Multnomah County Chair Date

REVIEWED:

APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Kate Sugg 9/6/96 By _____
APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS Date Jeffrey L. Rogers, City Attorney Date

AGENDA # C-3 DATE 9/19/96
DEB BOGSTAD

A-1

BOARD CLERK

TABLE A: CONTRACTED SERVICE PROGRAMS

CONTRACT #:

Program	Funding Source	Funding Level	Exhibit	BHCD Contact
A. HOMELESS PROGRAMS				\$1,318,043
1. Emergency Services *Emergency Shelter * Winter Shelter *Vouchers/Clearinghouse *Transitional Housing * Rent Assistance	a. CDBG	\$703,781 TPI: \$203,745 A/D: \$166,572 SHC: \$150,000 VCHR: \$55,242 FAM: \$128,222	A	Rachael Silverman
	b. ESG	\$215,267 TPI: \$204,848 HSI: \$10,419	B	Rachael Silverman
	c. CGF	\$130,000	C	Rachael Silverman
	d. PILOT	\$0	D	Rachael Silverman
2. Chronically Mentally Ill	a. CDBG	\$64,197	E	Rachael Silverman
	b. ESG	\$18,456	F	Rachael Silverman
3. Youth	a. CDBG Night Shelter	\$95,920	G	Rachael Silverman
	a. CDBG Day Shelter	\$62,303	H	Rachael Silverman
4. Relocation Assistance	a. CDBG	\$28,119	I	Howard Cutler
B. PUBLIC SAFETY				\$34,000
1. Domestic Violence	c. CGF	\$34,000	J	Howard Cutler
2. Gang Project	c. CGF	to be determined	K	Barbara Madigan
C. HOUSING PROGRAMS				\$250,000
1 Sewer on Site	a. CDBG	\$250,000	L	Howard Cutler
D. YOUTH EMPLOYMENT AND EMPOWERMENT				\$241,850
1. YEOP Coalition	a. CDBG	\$241,850	M	Karen Belsey
		\$1,843,893		

PART B: GENERAL TERMS AND CONDITIONS

1. **FUNDS AVAILABLE.** City certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to City in the amounts anticipated, City may terminate or reduce contract funding or change the scope of services accordingly. City will notify County as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** City is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments for services under this agreement. The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including, without limitation, federal social security, health benefits, workers compensation, unemployment compensation, and retirement benefits.

3. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No board of commissioners member or employees of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employee who participated in the award of this Agreement shall be employed by the County during the Agreement. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

4. **SUBCONTRACTS AND ASSIGNMENT.** County shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement, including being responsible for adhering to all regulations cited within this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

WORKERS' COMPENSATION INSURANCE

A. The County, its subcontractors, if any, and all employers working under this Agreement are subject to the Oregon workers compensation law and shall comply with ORS 656.017, which requires employers to provide workers compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment A, if applicable, and shall be incorporated herein and made a part of this Agreement. The County further agrees to maintain workers compensation insurance coverage for the duration of this Agreement.

CONTRACTOR'S worker's compensation insurance coverage is due to expire during the term of this Agreement. The County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to file the City of Portland such further certification of workers compensation insurance as renewals of said insurance occur.

C. The County agrees to accurately complete the City of Portland's Questionnaire for Workers Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Attachment B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection (9), **EARLY TERMINATION OF AGREEMENT**, hereof shall not apply.

6. **INDEMNIFICATION**. To the extent permitted by Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this Agreement.

7. **LIABILITY INSURANCE**. The County is self-insured as provided by Oregon law.

8. **OREGON LAW AND FORUM**. This Agreement shall be construed according to the law of the State of Oregon. Any litigation between the City and the County arising under this contract 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.

9. **EARLY TERMINATION**.

A. **Termination for Convenience:** In accordance with 24 CFR 85.44, the City and County may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by the City as provided herein, the County 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 County covered by this Agreement less payments of compensation previously made.

B. **Termination for Cause:** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Agreement; or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, the city may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the City, become the property of the City, and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

C. **Enforcement and Remedies:** In the event of termination under section B. hereof by the City due to a breach by the County, then the City 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 County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of the excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections B and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under section B, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

10. **AGREEMENT CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Agreement. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager. Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

11. **SEVERABILITY.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

12. **INTEGRATION.** This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

13. **MAINTENANCE AND AUDIT OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement. The City or its authorized representatives shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder.

The City, either directly or through a designated representative, may audit the records of the County at any time during this 3 year period. If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

14. **MONITORING.** The City, through the Bureau of Housing and Community Development, shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant (CDBG) or Emergency Shelter Grant (ESG) funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this Agreement. The County shall monitor each subcontractor at least once a year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this Agreement.

15. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, general organizational and administrative information, documents, papers, and records of County which are directly pertinent to this Agreement for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by County for three years after the City makes final payments and all other pending matters are closed.

16. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.

17. **PUBLICITY.** Publicity regarding the project shall note participation of the City of Portland through its Bureau of Housing and Community Development.

18. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations. In the event that the County provides goods and services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process. For Community Development Block Grant funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

19. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-21, A-87, A-110, A-122, A-128, and with applicable provisions of 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

20. **NONDISCRIMINATION.** During the performance of this Agreement, the County agrees as follows:

A. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

B. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

C. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

D. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432, and 12138.

E. The County will make known that use of the facilities and services is available to all on a non-discriminatory basis.

21. **PROGRAM INCOME/PERSONAL PROPERTY.**

A. Program income shall be retained by the County provided that it shall be used only for those activities identified in the Exhibits in this Agreement, and shall be subject to all provisions of this Agreement. Any program income on hand when the Agreement expires or received after such expiration shall be paid to the City.

B. Contractors who retain and expend program income shall set up a "program income" ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

C. In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for the applicable service program shall be transferred to the City for that funding source program or shall be retained after compensating the City.

D. For Community Development Block Grant funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. When there is program income, transfers of CDBG funds to the county shall be adjusted in accordance with 24 CFR 570.504.

22. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

23. **EXPIRATION/REVERSION OF ASSETS.**

A. For Community Development Block Grant funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503(b)(8).

B. For Emergency Shelter Grant funded projects, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Agreement.

The County shall require that the language of this certification be included in the award documents for all seabirds at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

24. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City of Portland pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.

25. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this Agreement, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

26. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

27. **FLOOD DISASTER PROTECTION.** County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

28. **LEAD-BASED PAINT POISONING.** The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular, Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

29. **LOBBYING FOR FUNDS.** No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

30. **CHURCH-STATE.** The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

31. **TARGETING.** The City will be designating Target Areas which are to receive focused services for the fiscal year. As appropriate, the County will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to Agreement's provisions on Reporting Requirements.

32. **SECTION 3/TRAINING.** County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701a) and regulations pursuant thereto (24 CFR Part 135). The Bureau of Housing and Community Development will provide training for contractors. All contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

EXHIBIT A
HOMELESS PROGRAMS: CDBG FUNDED

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant funds that can be used to support services and housing programs for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded services to be performed by the County and designated subcontractors. City acknowledges the subcontractors have been selected through a competitive procurement process.

A. Shelter Operations (Transition Projects, Inc.) County shall contract with Transition Projects, Inc. to operate a homeless facility at 435 NE Glisan St (called the Glisan Street Shelter), for 120 individuals (90 beds for men and 30 beds for women, until such time as the Womens Shelter is operational). Shelter services will be provided in conformance with the program model and service specifications contained in the *Shelter and Services for Homeless Single Adults Request for Proposal, #4P2351*. City CDBG funds, totaling \$203,745, will be used to pay for the following:

1. 8,334 shelter bed-nights for women at a rate of \$13.48 per bed-night (up to \$112,350), if the average nightly population in the shelter equals or exceeds 80% of maximum capacity (96 per night).
2. 10,715 shelter bed-nights for men at a rate of \$8.53 per bed-night (up to \$91,395) if the average nightly population in the shelter equals or exceeds 80% of the maximum capacity (96 per night).

The County shall work with Transition Projects to achieve the following performance and outcome goals (regardless of funding source):

GLISAN STREET SHELTER GOALS
PERFORMANCE GOALS
Transition Projects will maintain a nightly average occupancy rate of 90% for the Glisan St. Shelter.
Transition Projects will provide shelter for approximately 347 women and 500 men (unduplicated count).
OUTCOME GOALS
135 persons will be placed in permanent housing during the term of this contract
60 percent of those persons placed (54) will maintain permanent housing for at least 6 months following placement.

B. Alcohol and Drug Free Transitional Housing (Transition Projects, Inc./Central City Concern): County will contract with Transition Projects, Inc. (TPI) or Central City Concern for up to 81 rooms of alcohol and drug

free transitional housing for homeless men and women. Shelter services will be provided in conformance with the program model and services specifications contained in *Shelter and Services for Homeless Single Adults Request for Proposal, #4P2351*. City CDBG funds, totaling \$166,572, will be used to pay for alcohol and drug free transitional housing, in accordance with the following:

1. In the event that Shelter Plus Care grant funding for this service terminates before the end of the fiscal year or does not become available for this fiscal year, County will pay a rate of \$174.80 per unit month for alcohol and drug free housing at the Estate and Everett Hotels. This computes to approximately 953 unit months of housing.
2. In the event that Shelter Plus Care grant funding pays for its maximum of 45 rooms per month at its allowable rate of \$262 per unit month, County will pay for a balance of 36 rooms per month (432 unit months) at a rate of \$287.15 plus a unit rate subsidy of \$25.15 per Shelter Plus Care unit month.
3. In the event that Shelter Plus Care grant funding pays for a portion of its allowable 45 rooms per month, County will pay for the balance, up to 48 rooms per month at a rate of \$287.15 plus the unit rate subsidy of \$25.15 for Shelter Plus Care rooms.
4. Any balance of City funds may be used to purchase additional alcohol and drug free housing at facilities other than the Everett and Estate.

The County shall work with Transition Projects/Central City Concern to achieve the following performance and outcome goals:

ALCOHOL AND DRUG FREE TRANSITIONAL HOUSING GOALS
PERFORMANCE GOALS
220 individuals will be provided alcohol and drug free housing during the period of this contract.
OUTCOME GOALS
50 percent of program participants (110) will graduate from the transitional housing program alcohol and drug free.
20 percent of those persons placed (22) will maintain permanent housing for at least 6 months following placement.

C. Singles Homeless Assessment Center (Multnomah County): County shall operate the Assessment Center at 1212 NW Ninth for 94 individuals (80 beds for men and 14 beds for women). Shelter services will be provided in conformance with the program model and service specifications contained in the *Shelter and Services for Homeless Single Adults Request for Proposal #4P2351*. City CDBG funds totaling \$150,000 will be used to pay for the following:

1. 3,500 shelter-bed nights for women at a rate of \$14.25 per bed-night (up to \$49,875) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity (75);
2. 7,026 shelter-bed nights for men at a rate of \$14.25 per bed-night (up to \$100,124) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity (75);

The County shall achieve the following performance and outcome goals:

SINGLES HOMELESS ASSESSMENT CENTER
PERFORMANCE GOALS
County will maintain an average nightly occupancy rate of 98%
County will provide shelter for approximately 150 women and 1,000 men (unduplicated count).
OUTCOME GOALS
402 persons will be placed in permanent housing during the term of this contract.
60% percent of those placed (241) will maintain permanent housing for at least 6 months following placement.

D. Emergency Housing Voucher Program (Multnomah County): County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the *Voucher Program Policies and Procedures* and all subsequent program instructions. City CDBG funds, totaling \$55,242, will be used to pay for the following:

Emergency housing vouchers for 24 households in the average amount of \$500 per household, with an average of two weeks length of stay per household. Funds will be used for: clearinghouse operations (\$43,242) and general emergency housing vouchers (\$12,000).

The County shall achieve the following performance and outcome goals:

EMERGENCY HOUSING VOUCHER PROGRAM
PERFORMANCE GOALS
County will provide 336 nights of shelter to 24 households (77 persons)
OUTCOME GOALS
80% of all households that receive an emergency housing voucher will move to an appropriate permanent or transitional housing placement.

E. Homeless Families Project (Multnomah County/subcontracts): County will administer the Homeless Families Project to provide a continuum of shelter, case management, and housing services to promote self-sufficiency for homeless families. County will use the City's CDBG resources, maximum \$128,222, to provide the following through the designated agencies:

HOMELESS FAMILIES PROJECT: HOUSING UNITS

Provider	Unit Months/ Bednights	Unit Rate Unit/Month	Funds
Human Solutions (HSI)	117/3,578	\$326.10	\$38,365
Albina Ministerial Alliance (AMA)	129/3,936	\$387.89	\$50,197
Friendly House (FH.)	117/3,578	\$337.11	\$39,660
			\$128,222

The County shall achieve the following performance and outcome goals:

HOMELESS FAMILIES PROGRAM
PERFORMANCE GOALS
County will provide transitional housing for 125 households.
OUTCOME GOALS
50% of all households (112) that leave transitional housing will remain in permanent housing for at least 6 months following housing placement.

III. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

C. Final Reports: County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by program area and subcontractors
2. Year-end performance assessments by program areas and subcontractors
3. Number of households and individuals served by program areas and subcontractors
4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
5. Number of households and individuals placed in permanent housing by program areas and subcontractors.

EXHIBIT B
HOMELESS PROGRAMS: EMERGENCY SHELTER GRANT

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Emergency Shelter Grant funds that can be used to support services and housing programs for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of ESG-funded services to be performed by the County and designated subcontractors. City acknowledges the subcontractors have been selected through a competitive procurement process.

A. Shelter Operations (Transition Projects, Inc.) County shall contract with Transition Projects, Inc. to operate a homeless facility at 435 NE Glisan St (called the Glisan Street Shelter), for 120 individuals (90 beds for men and 30 beds for women, until such time as the Womens Shelter is operational). Shelter services will be provided in conformance with the program model and service specifications contained in the *Shelter and Services for Homeless Single Adults Request for Proposal, #4P2351*. City ESG funds, totaling \$204,848 will be used to pay for the following:

1. 2,391 shelter bed-nights for women at a rate of \$13.48 per bed-night (up to \$32,231), if the average nightly population in the shelter equals or exceeds 80% of maximum capacity (96 per night).
2. 20,236 shelter bed-nights for men at a rate of \$8.53 per bed-night (up to \$172,617) if the average nightly population in the shelter equals or exceeds 80% of the maximum capacity (96 per night).

The County shall work with Transition Projects to achieve the following performance and outcome goals (regardless of funding source):

GLISAN STREET SHELTER GOALS
PERFORMANCE GOALS
Transition Projects will maintain a nightly average occupancy rate of 90% for the Glisan St. Shelter.
Transition Projects will provide shelter for approximately 347 women and 500 men (unduplicated count)
OUTCOME GOALS
135 persons will be placed in permanent housing during the term of this contract
60 percent of those persons placed (54) will maintain housing for at least 6 months following placement.

B. Willow Tree Transitional Housing Program (Human Solutions, Inc.): County will contract with Human Solutions, Inc. (HSI) for transitional housing and services for homeless families. Shelter and services will be

provided in conformance with the program model and specifications contained in *Willow Tree Family Shelter RFP #402371*. City ESG funds totaling \$10,419 will be used to pay for the following:

16.7 unit-months of transitional housing at \$621.49/unit month.

The County will work with HSI to achieve the following performance goals:

WILLOW TREE TRANSITIONAL HOUSING
PERFORMANCE GOALS
HSI will provide transitional housing services for 27 households
OUTCOME GOALS
50 percent of these households will maintain permanent housing for at least 6 months following placement

III. REPORTING REQUIREMENTS

A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by program area and subcontractors
2. Year-end performance assessments by program areas and subcontractors
3. Number of households and individuals served by program areas and subcontractors
4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
5. Number of households and individuals placed in permanent housing by program areas and subcontractors.

IV. CERTIFICATIONS

Multnomah County certifies that:

- A. ESG funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds may not be used for staff salaries.
- B. The rooms in the Willow Tree Inn will remain available for use until ESG funds are expended.
- C. The space in TPI's Glisan Street Shelter will be available for use as shelter space until the ESG funds are expended.
- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment counseling, supervision, and other services

essential for achieving independent living, as well as other Federal, State, local and private assistance available for such individuals.

- E. Each subcontractor shall administer a policy designed to ensure that their facilities are free from the illegal use, possession or distribution of drugs or alcohol by its clients.
- F. It has a procedure to ensure the confidentiality of victims of domestic and sexual violence.
- G. Termination of assistance must be in accordance with a formal process. If an individual or family who receives assistance violates program requirements, the contractor/subcontractor may terminate assistance in accordance with a formal process established by the contractor/ subcontractor that recognizes the rights of individuals affected, which may include a hearing.
- H. The subcontractor involves, to the maximum extent practical, homeless individuals and families in operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.

EXHIBIT C
HOMELESS PROGRAMS: GENERAL FUND-WINTER SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has General Fund dollars that can be used to provide emergency housing for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of winter shelter to be performed by the County and designated subcontractors. City acknowledges the subcontractors have been selected through a competitive procurement process.

The County shall contract with a) Salvation Army to operate its Harbor Light facility at SW 2nd and Burnside for approximately 100 - 150 individuals (men and women) and 12 rooms for families, and b) 19 rooms at Door of Hope and Gracie's Place for families. City General Funds totaling \$130,000 will be used to pay for the following:

25,000 shelter bed-nights for singles at a rate of \$9,630 per month (100 beds) and \$6,930 per month (60 beds), and 5,000 shelter bed-nights for families at a rate of \$9,000 per month.

The County shall work with Salvation Army to achieve the following performance measure:

Salvation Army shall accept all referrals and help to maintain at least 90% utilization for nights when the shelters are open due to weather-related conditions.

III. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

C. Final Reports: County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by program area and subcontractors
2. Year-end performance assessments by program areas and subcontractors
3. Number of households and individuals served by program areas and subcontractors
4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all household heads provided services pursuant to this agreement

EXHIBIT D
HOMELESS PROGRAMS: PILOT CLIENT ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City, from time to time, has Payment in Lieu of Taxes (PILOT) funds that can be used for support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

No funding is available at this time.

PILOT DIRECT CLIENT ASSISTANCE	
PERFORMANCE GOALS	
n/a	
OUTCOME GOALS	
n/a	

III. REPORTING REQUIREMENTS

n/a

EXHIBIT E
HOMELESS PROGRAMS: BRIDGEVIEW CMI-CDBG

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for the homeless chronically mentally ill to be performed by Mental Health Services West (services) and Central City Concern (housing) at the Bridgeview (NW Everett and Broadway).

The County shall contract with Central City Concern to provide shelter for 58 individuals (48 short-term emergency SRO beds with 24 hour supervision, and 10 long-term beds with the capacity to provide on-site intervention.) City CDBG funds totaling \$64,197 will be used to pay for the following: 310 bed months at a rate of \$207 per month. City acknowledges that these funds pay for housing only and do not pay for services.

The County shall work with Central City Concern to achieve the following performance measure:

Central City Concern will maintain the housing in safe, sanitary order and make it available to people with mental illness served through the Bridgeview Program, in concurrence with Mental Health Services West.

Because the Bridgeview Community Project is a whole program, the County agrees to provide the City with information on the program, regardless of whether the City or the County pays for the services. Performance expectations of the Bridgeview Project are:

BRIDGEVIEW COMMUNITY PROJECT	
PERFORMANCE GOALS	
100% of new residents will receive multi-disciplinary mental health evaluations.	
At least 100 people will be served by the program in the year.	
48 contiguous rooms, maintained in safe, sanitary order, will be available for Bridgeview residents throughout the fiscal year.	
OUTCOME GOALS	
50% or more of people leaving the Bridgeview Community Project will be placed in permanent, stabilized housing (outside the Golden West Hotel, affordable for the consumer, and neither institutional living nor a shelter).	
70% of residents will demonstrate maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale:	

III. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures; 2) number of bed nights provided; 3) number of unduplicated individuals housed; 4) percent of utilization; 5) number of new residents to the Bridgeview; 6) number of new residents receiving a mental health assessment; 7) number of persons leaving the Bridgeview; 8) number of residents leaving the Bridgeview for permanent housing; 9) number who have terminated their participation in the program; and 10) the number and percentage of residents who demonstrate maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale.

C. Final Reports: County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures
2. Year-end performance assessments
3. Number of households and individuals served by program areas and subcontractors
4. Client demographics, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
5. Number of individuals placed in permanent housing.
6. Number of individuals who demonstrate maintenance or improvement.

EXHIBIT F
HOMELESS PROGRAMS: BRIDGEVIEW CMI-ESG

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of ESG-funded housing and services for the homeless chronically mentally ill to be performed by Mental Health Services West (services) and Central City Concern (housing) at the Bridgeview (NW Everett and Broadway).

The County shall contract with Central City Concern to provide shelter for 58 individuals (48 short-term emergency SRO beds with 24 hour supervision, and 10 long-term beds with the capacity to provide on-site intervention.) City ESG funds totaling \$18,456 will be used to pay for the following: 89 bed months at a rate of \$207 per month.

The County shall work with Central City Concern to achieve the following performance measure:

Central City Concern will maintain the housing in safe, sanitary order and make it available to people with mental illness served through the Bridgeview Program, in concurrence with Mental Health Services West.

Because the Bridgeview Community Project is a whole program, the County agrees to provide the City with information on the program, regardless of whether the City or the County pays for the services. Performance expectations of the Bridgeview Project are:

BRIDGEVIEW COMMUNITY PROJECT	
PERFORMANCE GOALS	
100% of new residents will receive multi-disciplinary mental health evaluations.	
At least 100 people will be served by the program in the year.	
48 contiguous rooms, maintained in safe, sanitary order, will be available for Bridgeview residents throughout the fiscal year.	
OUTCOME GOALS	
50% or more of people leaving the Bridgeview Community Project will be placed in permanent, stabilized housing (outside the Golden West Hotel, affordable for the consumer, and neither institutional living nor a shelter).	
70% of residents will demonstrate maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale.	

III. REPORTING REQUIREMENTS

A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures; 2) number of bed nights provided; 3) number of unduplicated individuals housed; 4) percent of utilization; 5) number of new residents to the Bridgeview; 6) number of new residents receiving a mental health assessment; 7) number of persons leaving the Bridgeview; 8) number of residents leaving the Bridgeview for permanent housing; 9) number who have terminated their participation in the program; and 10) the number and percentage of residents who demonstrate maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale.

C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures
2. Year-end performance assessments
3. Number of households and individuals served by program areas and subcontractors
4. Client demographics, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
5. Number of individuals placed in permanent housing.
6. Number of individuals who demonstrate maintenance or improvement.

IV. CERTIFICATIONS

Multnomah County certifies that:

- A. ESG funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds may not be used for staff salaries.
- B. The rooms in the Bridgeview will remain available for use until ESG funds are expended.
- C. The space in the Bridgeview will be available for use as shelter space until the ESG funds are expended.
- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment counseling, supervision, and other services essential for achieving independent living, as well as other Federal, State, local and private assistance available for such individuals.
- E. Each subcontractor shall administer a policy designed to ensure that their facilities are free from the illegal use, possession or distribution of drugs or alcohol by its clients.
- F. It has a procedure to ensure the confidentiality of victims of domestic and sexual violence.
- G. Termination of assistance must be in accordance with a formal process. If an individual or family who receives assistance violates program requirements, the contractor/subcontractor may terminate assistance in accordance with a formal process established by the contractor/ subcontractor that recognizes the rights of individuals affected, which may include a hearing.

- H. The subcontractor involves, to the maximum extent practical, homeless individuals and families in operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.

EXHIBIT G
HOMELESS PROGRAMS: NIGHT YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for homeless youth by the Janus Youth at Streetlight Program Shelter (SW 12th and Washington).

The County shall contract with Janus Youth to provide year-round overnight shelter for 30 youth per night. Youth shall not exceed twenty-one years of age. Youth shelter staff shall check for run reports on all non-case managed youth under eighteen years of age with the Juvenile Court. Youth with run reports shall not be housed at the shelter. Additionally, the County will work with Project Luck to continue the coordination and planning among displaced youth service providers. City CDBG funds totaling \$95,920 are available to pay for overnight shelter for homeless youth.

The County shall work with Janus Youth Programs to achieve the following performance and outcome goals:

STREETLIGHT SHELTER	
PERFORMANCE GOALS	
Janus Youth will provide shelter for approximately 450 youth (unduplicated count).	
OUTCOME GOALS	
80 percent of all youth served who stay over two weeks will be involved in case management.	

III. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.

C. Final Reports: County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by the subcontractor
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity, and sex of all recipients of services
5. Number of individuals in case management

EXHIBIT H
HOMELESS PROGRAMS: DAY YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded day shelter services for homeless youth by Outside-In at its drop-in day shelter.

The County shall contract with Outside-In to provide year-round day shelter for 5 days and 40 hours per week. Youth shall not exceed twenty-one years of age. The County will work with Project Luck to continue the coordination and planning among displaced youth service providers. City CDBG funds totaling \$62,303 is available to pay for day shelter for homeless youth.

The County shall work with Outside-In to achieve the following performance and outcome goals:

OUTSIDE-IN DAY SHELTER
PERFORMANCE GOALS
Outside-In will provide day shelter for 800 homeless youth (unduplicated count)
OUTCOME GOALS
90 percent of those served will access the existing system of additional available resources and receive at least one other supportive service.

III. REPORTING REQUIREMENTS

A. Subcontractor Plans and Outcomes: County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

B. Quarterly Reports: The County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter days provided; and 4) ethnic and racial data.

C. Final Reports: County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by the subcontractor
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity, and sex of all recipients of services
5. Number of individuals in case management

EXHIBIT I
AT-RISK HOMELESS PROGRAM: RELOCATION ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless or at risk. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless or at risk.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for individuals whose rental residences buildings have been closed by the City's Bureau of Buildings. City acknowledges that the subcontractors have been selected through a competitive procurement process. City CDBG funds totaling \$28,119 are available to pay for these services.

The County will contract with seven community service centers so that each designates one person to serve as primary contact liaison for relocation requests from the Bureau of Buildings. The seven community service agencies will provide the following services when they are notified by the Bureau of Buildings that a residence must be vacated:

- A. Personally contact all residential tenants. Determine the income eligibility of each tenant: bonafide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining benefits provided.
- B. Advise tenants of the availability of moving assistance payments.
- C. Assist tenants in finding and moving to appropriate replacement housing.
- D. Provide referrals and assistance as necessary to welfare, legal, health or other agencies as needed by the tenant.

Eligible costs include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing. The maximum amount available for families is \$2,000; for singles the maximum amount is \$1,000. In cases where additional moving or service costs appear to be needed, the County will request prior approval from the BHCD Project Manager.

Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing if a hardship exists. Payment may be made directly to the tenant, for housing, or for an associated service, provided the Contractor is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.

III. REPORTING REQUIREMENTS

A. **Quarterly Reports:** The County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) a listing of each tenant displaced including their ethnicity, date moved, new address, purpose, and date and amounts of payments.

C. **Final Reports:** The County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures by subcontractor
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity, income level, and sex of all recipients of services.

EXHIBIT J
DOMESTIC VIOLENCE PROGRAMS: GENERAL FUND

I. AUTHORITY

The provision of programs to help reduce the incidence of domestic violence is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$34,000 in General Funds that can be used for such efforts.

II. SCOPE OF SERVICES

County shall provide the following services relative to domestic violence:

- A. Contract with Community Advocates to fund .5 FTE for a Children's Program Specialist and K-12 Program Specialist to undertake advocacy work (\$10,000).
- B. Fund .5 FTE of a Domestic Violence Coordinator who will oversee public and community efforts to reduce domestic/family violence in Multnomah County (\$24,000).

III. QUARTERLY REPORTS.

The County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by project, and 2) a listing of the major tasks each project staff worked on during the quarter, and their status.

EXHIBIT K
(Reserved)

I. AUTHORITY

II. SCOPE OF SERVICES

III. REPORTING REQUIREMENTS

EXHIBIT L
HOUSING PROGRAM: SEWER-ON-SITE HOOK-UP

I. AUTHORITY

The provision of services and housing options is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for housing assistance. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for residents. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are in need of connecting their homes to City sewer.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing assistance for households in need of connecting to City sewer due to an emergency or urgent situation, and possibly to other low/moderate income residents provided funding is available. City CDBG funds totaling \$250,000 are available to pay for these services. The City and County acknowledge the program is based upon the County's Consolidated Sewer Connecting Assistance Proposal, May 17, 1993.

A. The City will reimburse the County retroactively for emergency connection assistance for households connecting to the City sewer during the last quarter of 1995/96 after the spend-out of 1995 funds for this activity. This payment shall not exceed \$22,000 of construction loan costs.

For FY 1996-97, the County will carry out sewer connection assistance for approximately 88 low and moderate income households in need of connecting to the City sewer system. The County will develop a system in collaboration with the Bureau of Environmental Services and BHCD that ensures there is sufficient year-round funding to address all emergency and urgent situations.

B. Total Construction loan costs shall not exceed \$200,000, including retroactive payments for FY 1995/96 activity. Project administrative costs shall not exceed \$50,000 of this contract amount.

III. REPORTING REQUIREMENTS

A. **Quarterly Reports:** The County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures; 2) a listing of each household assisted and notation if the situation was an emergency; 3) the ethnicity of the beneficiaries; and 4) the dates of application, approval, and completion.

C. **Final Reports:** The County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures
2. Year-end performance assessments
3. Number of individuals served
4. Client demographics including ethnicity, income level, and sex of all recipients of services.

EXHIBIT M
YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEPP)

I. AUTHORITY

The City of Portland has committed to participating in a coalition of business, non-profit service agencies, and government entities which are working together to provide and coordinate services to young people involved in or affected by gangs. The goal of this coalition is to provide gang involved and gang affected youth with career based employment opportunities. The coalition has designated Multnomah County to coordinate and provide service to this population through contracts with agencies of the Youth Employment and Empowerment Coalition. Funding is provided by the City of Portland, the State of Oregon, and other sources.

II. SCOPE OF SERVICES

County will oversee the delivery of YEPP services to be performed by the County and designated subcontractors. City acknowledges the subcontractors have been selected through a competitive procurement process.

A. The County will contract with agencies of the Youth Employment and Empowerment Coalition. These agencies include:

Catholic Charities
Emmanuel Community General Services

International Refugee Center of Oregon
Janus Youth Program/Lents Education Center
Open Meadow Learning Center
Portland House of Umoja

Portland Impact
Portland Opportunities Industrialization
Center
Private Industry Council
Self Enhancement, Inc
Urban League
Yaun Child Care Center
Youth Employment and Empowerment Coalition

B. The County will assign a minimum of one FTE Staff to coordinate the project and oversee contractual process, to be placed at the Department of Community and Family Services.

C. The County, within 30 days of completion of contracts with participating agencies, will forward all contracts and associated budgets to City.

D. The County will waive all administrative costs associated with this project.

III. PROGRAM INSTRUCTIONS

A. **Target Population:** The target population (eligibility criteria) served through this project includes:

1. Gang involved and gang affected youth;
2. Ages 14 and older;
3. Males and females;
4. Referred for service from one of the Coalition agencies.

B. Services: The services targeted at this population may include, but are not limited to, the following areas:

1. **Pre-Employment Training:** Needs assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, Birth Certificate).
2. **Job Readiness Skills/Work Maturity:** Demonstrating positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
3. **Job Site Monitoring:** Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place attitude, support for the youth and employer to maintain a positive employment situation.
4. **Academic Skills:** GED preparation and completion, educational tutoring, alternative educational services, basic educational services.
5. **Support Services:** Case management, drug and alcohol assessment, treatment and recovery support, basic living needs (transportation, clothing, food), self-esteem enhancement, cultural awareness, life skills development, moral and social enhancement, support services for parents, extended family and friendship bonding.
6. **Entrepreneurial Training:** Training in business development, organization, management and operation over the course of a fourteen (14) week training program that includes: basic business plan writing, business registration, basic tax law, business banking, income/expense statements, advertising/marketing, customer service, market research/demographics, and bookkeeping/record keeping.
7. **Entrepreneurial Business Development:** Development and operation of a new entrepreneurial enterprise to be operated by selected youth from the training program.

C. Service Delivery Model: These services will be provided through a collaborative effort of participating agencies. The service delivery model will include the following elements:

1. Intake

- a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
- b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
- c) Agencies will conduct a uniform intake and collect common client information.
- d) Agencies will insure that youth have any essential employer required information.

2. Pre-employment Training

- a) The Private Industry Council will provide all pre-employment training for YEOP youth.
- b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

3. Job Placement and Job Site Monitoring

- a) The Youth Employment and Empowerment Coalition's job developers will act as the single point of contact for job referrals. They will accept all job referrals and bring them to the Screening Committee of coalition agencies participating in the project. This Committee will coordinate the assignment of job referrals for interviews. This Committee will meet regularly to coordinate referrals to ensure a timely response to employers. The Division will coordinate this Committee's activity.
- b) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
- c) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.

5. Entrepreneurial Program Selection & Training

- a) Drawing upon the list of current program participants, Coalition partners will forward names of youth considered appropriate for the Entrepreneurial Program. Eligible youth must have completed pre-employment training. Candidates will need to participate in a two-stage screening/interview process prior to acceptance in the program.
- b) Youth will participate in fourteen weeks of initial entrepreneurial training classes, meeting twice a week for three hours per class. Youth will begin the early stages of opening their own business as soon as possible (youth must have a minimum of five weeks of training prior to business start-up).
- c) YEEP staff will provide entrepreneurial training. Mentors will be assigned to each youth and will be used to the greatest extent possible. Guest speakers will present information regarding their profession. Guest speakers will present for a maximum of two class sessions.
- d) Participants will receive stipends for all classes they attend.
- e) One month following business start-up, classes will begin meeting a minimum of twice a month for eighteen months.

6. Business Operation

- a) YEEC will provide the following materials and supports during the development of the new business: equipment, supplies, materials, inventory, and product; uniforms; advertising and marketing; seed money for stipends; lease and rental agreements; business registration and tax registration; checking accounts for business and youth; and funds for miscellaneous items..
- b) Each participant will be in charge of each aspect of business operation, and be required to work a variety of shifts to ensure that they are fully aware of and familiar with all aspects of the business.
- c) YEEC will appoint a "manager" for each business in operation.
- d) YEEC entrepreneurial staff will be available to answer day-to-day questions of program participants and will oversee daily records related to banking, supplies, hours, inventory and related issues.

D. Outcome Measures: The County will work with YEEC providers to achieve the following performance and outcome goals:

YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEEP)	
PERFORMANCE GOALS	
YEEP will serve a minimum of 220 youth.	
90% of youth who receive YEEP services (a minimum of 198) will graduate from the pre-employment (PET) curriculum.	
YEEP will involve 5-8 youth in the entrepreneurial training program.	
80% of youth participating in the entrepreneurial training program will successfully complete the training curriculum.	
OUTCOME GOALS	
65% of youth who receive services (a minimum of 143) will be placed in unsubsidized full or part-time employment.	
50% of youth who receive service (a minimum of 110) will be successfully employed (employed for at least 60 days)	
85% of youth who successfully meet the project's employment competencies will either remain non-adjudicated (if they were non-adjudicated when they completed PET), or receive no further charges while in the project (if they were adjudicated when they completed PET)	
A reduced number of youth will fail the required pre-employment drug screen (from 32% to 16%)	
35% of youth participating in the entrepreneurial training program and the operation of the new business will be placed in a related job following departure from the program.	
15% of youth participating in the entrepreneurial training program will go on to continuing education following departure from the program.	

IV. REPORTING REQUIREMENTS

A. **Financial Reports:** The County will report quarterly to the City regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "A".

B. **Quarterly Reports:** The COUNTY will provide the CITY with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) progress towards the specific objectives outlined in the terms of this agreement, 2) client demographics including gender, ethnicity, and income level, 3) client demographics regarding gang affected and gang-involved youth, 4) educational status and progress of participants, and 5) progress toward development of the new entrepreneurial enterprise including creation of business plan and operational manual.

C. **Final Reports:** The COUNTY will provide the CITY with an annual project evaluation within three (3) months of project termination. This final report will include final progress towards the specific objectives outlined in the terms of this agreement, summary demographic data, as well a narrative discussion of the project.

**ATTACHMENT A
YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEEP)**

BUDGET

	YEEP Program Operation	YEEC Entrepreneurial Program Operation	YEEC Entrepreneurial Enterprise Start- Up
CONTRACT SERVICES			
YEEP Employment Services	\$ 190,739		
Staff Salary		\$ 13,000	\$ 11,000
5 Youth Training Stipends		\$ 12,000	
Materials and Printing			\$ 800
License and Insurance			\$ 1,265
Business Equipment			\$ 6,246
Vehicle			\$ 3,800
Vehicle Maintenance			\$ 1,500
Supplies			\$ 1,500
TOTAL	\$ 190,739	\$ 25,000	\$ 26,111

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: KATHY TINKLEPHONE: 3691* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLESUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#3 transfers \$20,000 from General Fund Contingency to Behavioral Health Program, Children's Mental Health pass through budget to be contracted out to the Morrison Center as required match for a Robert Wood Johnson grant.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification transfers \$20,000 from General Fund Contingency to Behavioral Health Program, Children's Mental Health Contracts pass through budget to be contracted out to the Morrison Center Foster Child Assessment Program. County Resolution 96-31 set aside these funds to satisfy a match requirement for a Robert Wood Johnson Foundation grant.

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 96 SEP - 6 AM 10:28

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

General Fund Contingency	\$20,000
County General Fund Indirect Support	\$140
Svs Reim F/S General Fund	\$140
TOTAL	\$20,280

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____

AFTER THIS MODIFICATION: \$ _____

(Specify Fund)

Originated By: <u>Kathy Tinkle</u>	Date: <u>8/29/96</u>	Department Director: <u>W. Payne</u>	Date: <u>8/30/96</u>
Plan / Budget Analyst: <u>David C. Warren</u>	Date: <u>9/6/96</u>	Employee Services:	Date:
Board Approval: <u>Deborah C. Boast</u>	Date: <u>9/19/96</u>		

CFS#4

EXPENDITURES

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 96/97

[illegible]

CFS#4

REVENUES

TRANS DATE: _____

ACCTG PERIOD: _____

Budget Fiscal Year: 96/97

[illegible]

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. CFSD#4 2. Amount requested from General Fund Contingency: \$ 20,000

3. Summary of request:

Funds are requested to satisfy a match requirement for a Robert Wood Johnson Foundation grant applied for and received by the Morrison Center to fund the Foster Child Assessment Program. These funds were set aside in contingency by County Resolution 96-31.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO If so, when? _____
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

The grant from the Robert Wood Johnson Foundation was not awarded to the Morrison Center until after the FY 1996/97 budget process.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other Departmental sources of funds available?

County Resolution 96-31 initiated the set aside of \$20,000 of general fund contingency to provide the match for the Morrison Center assessment center grant. No effort was made to identify funds from another source.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

This request will not produce any new revenue and no anticipated payback to the general fund is anticipated.

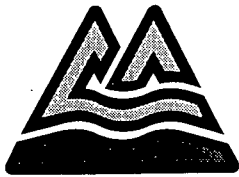
8. This request is for a (Quarterly _____) (Emergency _____) review.

9. For emergency requests only: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments which you feel would be helpful.

HPolyc
Signature of Department Head / Elected Official

8/30/96
Date



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (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 Poe, Director *L. Poe*
Department of Community and Family Services

DATE: August 29, 1996

SUBJECT: Budget Modification CFSD #4

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFSD #4. This modification requests a transfer of \$20,000 from General Fund Contingency to Behavioral Health Program Children's Mental Health contracts budget to satisfy the match requirement of a grant received by the Morrison Center.

II. BACKGROUND ANALYSIS: This Budget Modification is the result of a Robert Wood Johnson Foundation grant received by the Morrison Center for the Foster Child Assessment Center. County Resolution 96-31 set aside these funds in contingency to cover a match requirement for the grant. These funds will be passed on to the Morrison Center via a contract amendment upon approval of this budget modification.

III. FINANCIAL IMPACT: Budget Modification CFSD #4 increases the Behavioral Health Program Children's Mental Health contract pass through budget by \$20,000 and increases both CGF Indirect Support and Services Reimbursement F/S to General Fund by ~~\$440.~~ 140.

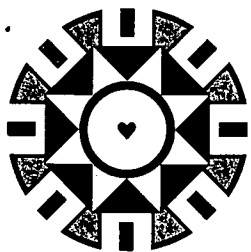
IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A



MORRISON CENTER
CHILD & FAMILY SERVICES

F41

July 15, 1996

RECEIVED
JUL 23 1996
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

Ms. Beverly Stein
Chair
Multnomah County Commissioners Office
1120 SW Fifth Avenue, Room 1515
Portland, OR 97204

Dear Bev:

It is with great pleasure that we formally announce the receipt of a \$480,000 grant award from the Robert Wood Johnson Foundation, in support of Morrison Center's newly-established **Foster Child Assessment Program**.

This grant award affirms to all of us that this program will provide much-needed services to foster children in our community and will allow us to work together to continue to improve the health status of foster children.

We are indeed grateful for all of your support throughout the project development and fundraising stages. It is, in fact, the strong community support -- from both public and private sectors -- that ultimately sold the Foundation on funding this program.

We look forward to many discussions with you and your colleagues in the near future as we move towards implementation of the program. Please contact any one of us with questions you might have.

Thank you again for your support in helping our collective dream become a reality for our community.

Sincerely,

Jay C. Bloom
President/CEO

Mary E. Thompson
Director of Early
Childhood Services

Karen Berlin Winder
Director of Development &
& Community Relations

Jay C. Bloom, President/CEO

ADMINISTRATION

830 N.E. Holladay, Suite 125
Portland, OR 97232
503/233.4356
503/233.4359 FAX

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Improving the Foster Care System in)
Multnomah County in Partnership) RESOLUTION
with the State Office of Services to) 96-31
Children and Families)

WHEREAS, the foster care system in the State of Oregon, and in Multnomah County, is under-funded and not adequate to meet the needs of the children who must use it; and

WHEREAS, police are sometimes forced to have children in their cars for longer than required for mere transport for lack of a safe, supervised place to leave them; and

WHEREAS, the State Office of Services to Children and Families, providers and advocates for the child welfare system and Commissioner Dan Saltzman have developed a proposal for a centralized reception center, receiving homes, and a secure facility for children with severe behavioral problems that would provide short-term care for children brought into care; and

WHEREAS, the proponents of this proposal have asked the Board of County Commissioners to consider providing capital funds for the establishment of this system; and

WHEREAS, child abuse prevention is one of the County's twelve urgent Benchmarks; and

WHEREAS, approximately \$440,000 of Family Support and Preservation resources will be available to the County on April 1, 1996; and

WHEREAS, the Multnomah Commission on Children and Families and the Metro Regional Office of the State Office of Services to Children and Families (SCF) convened a joint planning process to design an integrated, humane community response to families facing the issues of abuse and neglect, with the Board of County Commissioners approving the following funding strategies (figures represent 20 months of funding):

- Family relief nursery - \$80,000
- Child abuse system coordinator - \$68,000

- Family advocates - \$95,000
- Respite care - \$33,000
- Flexible funding for needs based services in and out of SCF - \$163,000; and

WHEREAS, Morrison Center has requested \$20,000 from the Multnomah Commission on Children and Families as part of its match requirement in its application to the Robert Wood Johnson Foundation for a grant to expand comprehensive, multidisciplinary assessment services for children (birth through 13) entering foster care in Multnomah County; and

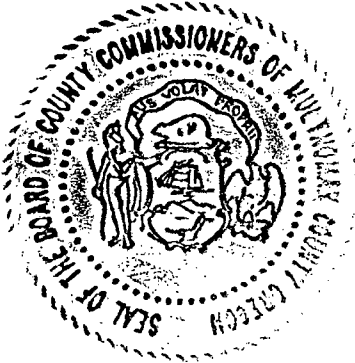
WHEREAS, the County has been attempting to cooperate and collaborate with all interested jurisdictions and community providers to assist children and families;

THEREFORE, IT IS RESOLVED, that the Board of County Commissioners would like to define its partnership with the State SCF in our joint effort to improve the lives of children in crisis. To that end, the County will take the following actions:

- Inclusion of \$4,000,000 on the public safety General Obligation Bond to be issued if and when the Board approves a viable, cost effective plan to improve or expand facilities which will assist children in crises. These facilities will be operated consistent with the protocols of SCF. The County does not believe it is its role to provide operational costs to fund services in these facilities. The plan should be jointly developed by the County and SCF in consultation with the Child Welfare Planning Group and the Multnomah County Child Abuse Team.
- Appropriation of \$20,000 from General Fund Contingency to provide the match for the Morrison Center assessment center grant.
- Recommend that the Chair include \$50,000 of County General Fund in her Executive Budget to work with Metro SCF to build capacity in the shelter care system by recruiting and enhancing community based care, allowing children to remain in their neighborhoods, stabilizing children during their first 30 days of placement, and supporting the strengths and needs base initiative of SCF.
- Recommend that the Chair work with the Department of Community and Family Services and Metro SCF to identify a location for a receiving center as a temporary shelter or holding area for children

in crisis to assist the police. Ideally, the center's location would be conducive to maximum integration of services and economies of scale.

APPROVED this 29th day of February, 1996.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By

Laurence Kressel

MEETING DATE: September 19, 1996
AGENDA #: C-5
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Final Order Regarding June Hackett Land Use Planning Appeal

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, September 19, 1996
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: DES DIVISION: Land Use Planning
CONTACT: Robert N. Hall TELEPHONE #: 248-3043, ext. 6797
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

**FINAL ORDER CU 1-96; HV 1-96; SEC 1-96 Affirming the June 14,
1996 Hearings Officer Decision Subject to Certain Modifications and
Additional Findings**

9/24/96 copies to Bob Hall, Sandra Duffy, Arnold Rothen
SIGNATURES REQUIRED: & Virginia Atkins

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Devery Blair

BOARD OF
COUNTY COMMISSIONERS
96 SEP 13 AM 11:06
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

In the Matter of the Review of the Hearings Officer Decision)	
denying an application by June Hackett for a single family)	FINAL ORDER
residence not related to forest management, lot size and)	CU 1-96
setback variances, and a Significant Environmental Concern)	HV 1-96
Permit (wildlife habitat) in the Commercial Forest Use)	SEC_h 1-96
(CFU and SECh zones) on property located at 3130 NWForest)	
Lane in unincorporated Multnomah County, Oregon.)	

WHEREAS, this matter is before the Multnomah County Board of Commissioners as an appeal, filed by June Hackett, of the Hearing Officer's decision in land use cases CU 1-96, HV 1-96, and SEC_h-96; and

WHEREAS, after proper notice of a public hearing, the Board of County Commissioners accepted testimony and evidence presented at a de novo hearing on July 9, 1996, and considered written testimony at a subsequent hearing on September 10, 1996, and

WHEREAS, the Board of County Commissioners being fully advised hereby orders:

The Hearing Officer's decision dated June 14, 1996 in the matter of CU 1-96, HV 1-96, and SEC_h-96 is affirmed subject to the following modifications and additional findings:

1. The word "request" in the second line of the last paragraph on page three of the Hearing Officer's decision is changed to "requirement", and the ordinance

referenced in line three of that same paragraph is changed from "Ordinance 786" to "Ordinance 643."

2. The Board rejects the appellant's argument contained in item No. 4 (page 4) of the August 27, 1996 memorandum from David J. Hunnicutt regarding ownership. The Board interprets the term "same ownership" as defined by MCC 11.15.2062(B)(3) to include a family trust with a husband and wife as trustee to be the equivalent of the term "spouse" in the same definition.
3. The Board rejects the appellants assertion in item No. 2 (pages 2 and 3) of the August 27, 1996 memorandum from David J. Hunnicutt that the property cannot be used for agricultural or forestry purposes because of the Significant Environmental Concern (habitat) overlay. That memorandum relies, in part, on a section of Multnomah County Code deleted on September 7, 1995. That section was deleted pursuant to the provisions of ORS 527.722 which provides that a county shall not prohibit, limit, regulate, or in any way affect forest practices on forest lands located outside of an acknowledged urban growth boundary. The Board finds that agriculture and forestry are both Uses Permitted Outright with no review in the Commercial Forest Use district [MCC 11.15.2048(A) and (C)] and are expressly exempted from regulation by the SEC_h overlay [MCC 11.15.6406(A) and (B)].
4. The Board rejects oral and written testimony of applicant asserting that denial of a dwelling on tax lot '78'/'106' leaves that parcel with no viable economic use; and consequently, an unconstitutional "taking." First, this Board is limited by ORS 215.416(8) to approving or denying permit applications based on standards or criteria in local zoning ordinances. It is not within this Board's scope of review

to determine state or federal constitutional issues. Second, even if this Board could interpret constitutional provisions, it finds that, while the zoning regulations which preclude the additional dwelling may diminish the value of that vacant parcel, it has not taken all viable use and economic value, thus, it is not a taking.

See Agins v. Tiburon, 447 U.S. 255 (1980).

DATED this 0th day of September, 1996

(SEAL)

Beverly Stein, Multnomah County Chair

REVIEWED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL

FOR MULTNOMAH COUNTY, OREGON

By: _____

Sandra Duffy, Chief Deputy County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY

Land Use Planning Cases CU 1-96;)	
HV 1-96; SEC 1-96 Affirming the June)	FINAL ORDER
14, 1996 Hearings Officer Decision)	96-163
Subject to Certain Modifications and)	
Additional Findings)	

WHEREAS, this matter is before the Multnomah County Board of Commissioners as an appeal, filed by June Hackett, of the Hearing Officer's decision in land use cases CU 1-96, HV 1-96, and SEC 1-96; and

WHEREAS, after proper notice of a public hearing, the Board of County Commissioners accepted testimony and evidence presented at a de novo hearing on July 9, 1996, and considered written testimony at a subsequent hearing on September 10, 1996, and the Board being fully advised; now therefore

IT IS HEREBY ORDERED that the Hearings Officer decision dated June 14, 1996 in the matter of CU 1-96, HV 1-96, and SEC 1-96 is affirmed subject to the following modifications and additional findings:

1. The word "request" in the second line of the last paragraph on page three of the Hearings Officer's decision is changed to "requirement", and the ordinance referenced in line three of that same paragraph is changed from "Ordinance 786" to "Ordinance 643."
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4. The Board rejects oral and written testimony of applicant asserting that denial of a dwelling on tax lot '78'/'106' leaves that parcel with no viable economic use; and consequently, an unconstitutional "taking". First, this Board is limited by ORS 215.416(8) to approving or denying permit applications based on standards or criteria in local zoning ordinances. It is not within this Board's scope of review to determine state or federal constitutional issues. Second, even if this Board could interpret constitutional provisions, it finds that, while the zoning

regulations which preclude the additional dwelling may diminish the value of that vacant parcel, it has not taken all viable use and economic value, thus, it is not a taking. See Agins v. Tiburon, 447 U.S. 255 (1980).

DATED this 19th day of September, 1996, nunc pro tunc
September 10, 1996.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

Sandra N. Duffy, Chief Assistant

**BEFORE THE HEARINGS OFFICER
FOR MULTNOMAH COUNTY, OREGON**

Regarding an application by June Hackett for a
Conditional Use permit for a single family residence
not related to forest management, lot size and set
back variances, and a Significant Environmental
Concern Permit in the Commercial Forest Use
(CFU-80 and SEC-h Wildlife Habitat) zones located
at 3130 Forest Lane in unincorporated Multnomah
County, Oregon.

FINAL ORDER
CU 1-96, HV 1-96, SEC 1-96
(Hackett)

RECEIVED
JUN 14 1996

Multnomah County
Zoning Division

I. FINDINGS

The Hearings Officer adopts and incorporates by reference the findings and conclusions set forth in the staff report (Exhibit 9), except to the extent expressly modified or supplemented below.

II. HEARING AND RECORD

A public hearing was held concerning this matter on April 16, 1996. The written record was left open until May 7, 1996.

The following exhibits were received and made part of the record by the Hearings Officer.

1. Applicant's Submittal
2. April 4, 1996 Bargain and Sale deed from William D. Hackett and June Welby Hackett, Trustees of the Hackett Family Trust to June Welby Hackett for Tax Lot '106', Section 25, TIN, R1W.
3. Warranty deeds of November 30, 1967 and October 22, 1981 transferring property to William D. Hackett and Donna D. Hackett, and William D. Hackett, respectively.
4. Assessment & Taxation data regarding Tax Lot '50', Section 30, TIN, R1E.
5. Assessment & Taxation data for all properties within the identified surrounding areas.
6. Table of lot sizes for all properties within the identified surrounding area.

BOARD OF
COUNTY COMMISSIONERS
JUN 14 1996
MULTNOMAH COUNTY
OREGON

7. Application by William D. Hackett for Designation of Land as Forest Land dated March 11, 1988 and letter of qualification from Neil Galash to William D. Hackett dated June 2, 1988.
8. Certification of Private On-Site Sewage Disposal dated 2/14/96 signed by Michael Ebeling of the Environmental Soils Section of the City of Portland Bureau of Buildings.
9. Staff Report
10. Letters from Atkinson (2) to Grillo (3/18/96)
11. Letter from Robinson to staff (3/20/96)
12. Letter from Forest Park Neighborhood Association to Hearings Officer (3/18/96)
13. Letter from staff to Hackett (1/12/96)
14. Letter from Robinson to staff (4/23/96)
15. Letter from Forest Park Neighborhood Association to Hearings Officer (4/30/96)
16. Letter from Robinson to staff (5/7/96)

III. DISCUSSION

The applicant, June Hackett, has requested the following development permits:

1. A conditional use permit to allow a dwelling not related to forest management.
2. A lot size variance of 78.17 and 77.67 acres from the 80 acre minimum lot size requirement to create two individual lots of record containing 1.83 acres (Tax Lot 77) and 2.33 acres (Tax Lot 78), otherwise known as Tax Lot 108.
3. A setback variance from the required 200 foot side and front yard setbacks.
4. A significant environmental concern (habitat) permit.

Supplemental findings for these permits are set out below:

Lot Size Variances

Staff maintains that a Lot of Record cannot be created by a quasi-judicial action. They indicate that Lots of Record are created through a legislative action that defines circumstances by which properties qualify as Lots of Record (Staff Report at page 9).

The applicant in this case is seeking two Major Variances for lot size, one of 97.1 percent and one of 97.9 percent, in order to create two separate Lots of Record. Furthermore, the applicant disagrees with the County's interpretation of MCC 11.15.2062(A)(2) concerning the County's lot aggregation requirement as it applies to Lots

77 and 78. The applicant has requested that the Hearings Officer render such an interpretation because:

"If the variance is granted in conjunction with a determination that the sale of the lot to June Hackett "disaggregates" Tax Lot 106 from Lot 77, the applicant could receive an approval for a conditional use permit, assuming other applicable approval criteria were satisfied." Page 3, April 23 letter from Mike Robinson (Note: Tax Lot 106 is otherwise known as Tax Lot 78).

The Hearings Officer finds that the County's act of defining a Lot of Record is a legislative action. However, if a proper request for a determination of whether or not a particular set of facts meets the County's Lot of Record definition is made, such a determination would be a quasi-judicial action.

Here, the applicant is seeking a lot size variance as a method of seeking relief from the legislative definition of a Lot of Record. The Hearings Officer has previously ruled that an applicant cannot lawfully request a lot size variance in order to avoid the deaggregation requirements that have been legislatively adopted by the County. (See Nance.) Furthermore, the question of whether or not the applicant could obtain alternative relief by selling one or more of the lots is not properly before the Hearings Officer. The Hearings Officer agrees with Mr. Rochlin in that such a request is a request for an advisory opinion. Although the Hearings Officer conceivably has broad authority under MCC 11.15.8115(I), the question of whether or not a building permit is possible for Tax Lot 106 (78), if it is sold to a third party, requires the application of then existing law to speculative facts. The Hearings Officer elects not to extend his quasi-judicial authority in that sort of a request. It should be noted however, that the code provides a process for hearing, acting upon and appealing an administrative interpretation of the Planning Director. See 11.115.8115(E). However, such an appeal is not presently before the Hearings Officer.

With regard to the substantive issue presented by the lot size variance request, the Hearings Officer agrees with staff that the applicant has not identified any circumstances or conditions that have changed in the vicinity of the district since the Board's previous final order in 93-359 was issued that would change the conclusions reached by the Board at that time. Since this criteria is not met, the lot size variances cannot be granted.

As noted above, Mr. Rochlin has properly pointed out that in this case, as in the Nance case, the applicant is seeking relief not only from the lot size request of the code, but also from the provisions of Ordinance 786, which requires these lots to be aggregated. The Hearings Officer finds that unless specific exceptions already exist for disaggregation, the Hearings Officer is not authorized to create such an exemption to the quasi-judicial process. The Hearings Officer therefore adopts and incorporates the relevant reasoning in Nance, by reference here.

In summary, even if a variance were available to deaggregate these parcels, or if the parcels were somehow not subject to aggregation, the applicant has not satisfied the relevant variance approval criteria and therefore the variance must be denied.

Takings Claim

The applicant argues that the aggregation provision in the code "takes" the applicant's property by denying her an economically viable use of her lot. Further, the applicant indicates that these permit applications are necessary to obtain the local government's final determination as to how local regulations will be applied to her property.

The Hearings Officer finds that although the applicant has raised the takings issue and in making these permit requests, is in the process of exhausting her administrative remedies, unless or until the Board issues a final determination on these permits, the applicant's takings claim is not yet ripe for review. For these reasons then, the Hearings Officer finds that it would be premature for the Hearings Officer to rule on the applicant's takings claim.

To the extent that the Board may be called upon to rule on the takings claim on appeal, the Hearings Officer nonetheless finds as follows:

1. The written testimony of Mr. Watson indicates that in his opinion as a real estate broker, the property "has no value" for commercial processing of forest products because the market for these uses requires good access to highway and rail connections in proximity to forest products.
2. The staff report indicates that the site has been used for growing timber and the applicant, in taking forest deferral, has so affirmed this forest use with the County.
3. Mr. Watson has not considered the value of Lot 78 in conjunction with Lot 77. The value to the owner of an adjoining lot is relevant to the economic value of the property.
4. The applicant has not provided substantial evidence in the record that the property, either alone or in conjunction with adjoining properties, lacks any economically viable use as a result of the County's existing land use regulations.
5. The property is presently zoned CFU-80 (SEC). Neither Mr. Watson, nor any other witnesses have reviewed all of the permitted or conditional uses under the applicable zoning section. Therefore, the applicant has not provided substantial evidence that there is no economically viable use of the property by the current zoning restrictions. Mr. Watson reviewed code sections

11.15.7020 and 11.15.2172, which are not relevant to the current zoning of the site.

6. The evidence in the record indicates that the SCS soil classification for the site is suitable for growing Douglas fir. The fact that the existing trees on the site are of poor quality does not rebut the other information in the record which clearly indicates that the site can support timber production. However, the ability of the site to be economically logged is uncertain based upon the evidence in the record. Although Mr. Walker, an urban planner and geographer, asserts that "most of the property is too steep to be logged by Cat", it is clear that in the past, the site has been logged. Whether or not the site was or can be logged in an economically viable manner is simply not clear based upon the evidence in the record. Furthermore, since Mr. Walker is not qualified as a forester, his written opinion is not considered by the Hearings Officer to be expert testimony and instead should be regarded as lay opinion and thereby subject to less weight.
7. Overall, the applicant has not provided substantial evidence in the whole record that applicable zoning restrictions eliminate any viable economic use for the property.

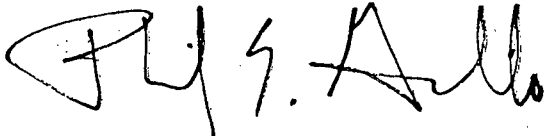
IV. CONCLUSION

Based upon the above findings and discussion, the Hearings Officer concludes that CU 1-96, HV 1-96, SEC 1-96 should be denied because they do not and cannot meet the applicable approval criteria.

V. DECISION

CU 1-96, HV 1-96, SEC 1-96 are hereby **Denied**.

It is so ordered this 14th day of June, 1996.



Phillip E. Grillo
Hearings Officer
Multnomah County

MEETING DATE: SEP 19 1996

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract Amendment to No. 300636-Engr. Services for 207th Connector-Unit 3

BOARD BRIEFING

Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING:

Date Requested: _____

ASAP

Amount of Time Needed: _____

CONSENT CALENDAR

DEPARTMENT: Environmental Services

DIVISION: Trans. & Land Use Pln

CONTACT: Chuck Henley

TELEPHONE #: 248-3191

BLDG/ROOM #: #425/2nd Fl

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

☐ OTHER

SUGGESTED AGENDA TITLE:

Contract Amendment No. 1 to Local Agency Contract with CH2M Hill increasing amount of contract by an additional \$13,000 for additional items not in the original scope of work and to extend the expiration date to January 31, 1997.

9/27/96 ORIGINALS to CATHER KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Ch Larry F. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AG-PL.CON/CHCK2068.FOR

BOARD OF
COUNTY COMMISSIONERS
96 SEP 11 PM 12:43
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 300636

Prior-Approved Contract Boilerplate: Attached X Not Attached

Amendment # 1

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">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 style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>9/19/96</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
---	--	--

Department: Environmental Services Division: Transportation & Land Use Planning Date:

Contract Originator: Chuck Henley Phone: 248-3191 Bldg/Room: #425/Yeon

Administrative Contact: Cathey Kramer Phone: 248-5050 X2589 Bldg/Room: #425/Yeon

Description of Contract: To extend contract for engineering services in connection with 207th Connector - Unit 3 Project by \$13,000.00 and to extend the termination date.

RFP/BID #: P918-42-0070 Date of RFP/BID: May 19, 1995 Exemption Expiration Date:

ORS/AR # (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☒ JN/A ☐ None

Original Contract No. (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>CH2M Hill Inc.</u></p> <p>Mailing Address: <u>825 NE Multnomah St., #1300</u></p> <p style="padding-left: 40px;"><u>Portland OR 97232-2146</u></p> <p>Phone: <u>(503) 235-5000</u></p> <p>Employer ID# or SS#: <u>93-0723698</u></p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>January 31, 1997</u></p> <p>Original Contract Amount: <u>\$ 272,000.00</u></p> <p>Total Amt of Previous Amendments: <u>\$ 0</u></p> <p>Amount of Amendment: <u>\$ 13,000.00</u></p> <p>Total Amount of Agreement: <u>\$ 285,000.00</u></p>	<p>Remittance Address (if different) <u> </u></p> <p><u> </u></p> <p><u> </u></p> <p>Payment Schedule <u> </u> Terms <u> </u></p> <p><input type="checkbox"/> Lump Sum \$ <u> </u> <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ <u> </u> <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>as billed & approved</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. <u> </u></p> <p><input type="checkbox"/> Requirements Not to Exceed \$ <u> </u></p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: Larry F. Nicholas/pro Date: 9/9/96

Purchasing Manager: Date:

(Class II Contracts Only)

County Counsel: Sandra L. Ruffey Date: 9-12-96

County Chair/Sheriff: Don Sullivan Date: September 19, 1996

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
01	150	030	6114			6110					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration xc: Initiator Finance
CON-APP.FOR/CHCK2069.FOR

BOARD CLERK

ADDENDUM TO EXHIBIT 'A'
PART 1



Portland Office

May 11, 1996

131677.A0.01

Mr. Chuck Henley, P.E.
County Engineer
Multnomah County
1620 SE 190th Avenue
Portland, Oregon 97233

Dear Chuck:

Subject: 207th Avenue Connector

Through the course of completing the work on 207th Avenue some items have come up which are not included in our original scope of work. It is important that an amendment to the contract be prepared and signed by all parties including ODOT prior to completing the work. The extra work items fall into two areas, one is the bridge work and the second is the hydraulic work. The following tasks are required to complete the project.

Bridge and Retaining Wall Design

- The scope of work did not include a task to prepare design drawings for the construction of a retaining wall. The scope included time to coordinate with the utility to resolve potential conflicts but did not include time to prepare design drawings. Tasks required to prepare design drawings for a retaining wall include: Geometric layout, preliminary design, drafting and cost estimate for an MSE retaining wall. The wall will retain the fill around the PP&L Tower.
- The decision to incorporate a vertical retaining/abutment wall for the bridge was not included in the scope of work. The typical design for a single span bridge is either pile with a pile cap or spread footings in the engineered fill. The abutment wall requires additional detailing and design effort.
- Bridge alternatives and cost estimates were completed during the wetland alternative study. These alternatives included several types of structures and structure material to determine the optimum solution for the project. From this work and the preparation of the TS&L report a bridge type was selected and recommended. A request was made by the County to reevaluate and prepare cost comparisons of additional types of structures and alternatives. This second effort of bridge evaluation was not anticipated in the

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Portland Office 825 N.E. Multnomah, Suite 1300, Portland, OR 97232-2146
Corvallis Office 2300 NW Walnut Blvd., Corvallis, OR 97330-3538

503.235.5000
503.752.4271

503.235.2445 FAX
503.752.0276 FAX

Mr. Chuck Henley, P.E.
Page 2
May 11, 1996
131677.A0.01

original scope of work. Additional time will be required to prepare the cost comparison.

Hydraulics

NOT INCLUDED

The scope of work included a task to evaluate the impacts of the fill and bridge on the flood plain/floodway. Kurahashi has determined that the impacts resulted in approximately 0.19 feet rise in the base flood elevation on Fairview Creek. This is more than is allowed for a no rise scenario. Since the proposed bridge is within the floodway/flood plain in the Flood Insurance Study and existing mapping for the City of Fairview, a Floodway/Flood Plain modification will be required by FEMA. The purpose of the Floodway/Flood Plain modification is to determine the revised floodway width and water surface elevations for the newbase model. The proposed model (including the proposed bridge) should demonstrate zero rise in floodway elevations. The following tasks will be performed as part of the Floodway modification work:

- Perform Hydraulic analysis for the Newbase Model
- Perform Floodway modification for the Newbase Model
- Perform Floodway analysis for the proposed model
- Update Floodway width for the Newbase Model and Revise the Floodway Map
- Document results
- Prepare documents for FEMA submittal

The estimated costs for these extra items is included on the attached sheet.

Please review this request and prepare an amendment to the contract so work can begin as soon as possible. If you have any questions please call.

Sincerely,

CH2M HILL



Neil Handyside, P.E.
Project Manager

c: Brian Bellfi
File

Addendum No 1
NE 207th Avenue Connector - Unit 3 Project
Multnomah County

Task	CH2M HILL										Kurahashi & Associates				Task Summary
	Senior Engineer	Principal In Charge	Project Manager	Project Engineer	Office Engineer	Design Engineer	Senior Technicians	Technicians	Project Assistant/Office	Expenses	Senior Engineer	Hydraulics Engineer	Clerical Staff	Expenses	
	\$123.16	\$113.30	\$97.92	\$97.92	\$84.51	\$64.56	\$76.50	\$54.50	\$39.25		\$83.00	\$68.00	\$39.00		
Phase 1 - Design															
Bridge and Retaining Wall Design															
Retaining Wall Design				2	16		16								
Vertical Abutment Design					4		8								
Alternative Evaluation				2	8				1						
Travel @ \$0.25										\$0					
Reproduction Expenses										\$100					
Computer Expenses										\$480					
Communications										\$48					
Direct Costs										\$628					
Total Hours	0	0	0	4	28	0	24	0	1	0	0	0	0	0	
Task 1 Total	\$0	\$0	\$0	\$392	\$2,366	\$0	\$1,836	\$0	\$39	\$628	\$0	\$0	\$0	\$0	\$5,261
Task 4 Hydraulic Analysis															
Perform Hydraulic Analysis for Newbase Model											2	12			
Perform Floodway Modification for Newbase												8	4		
Perform Floodway Analysis for Proposed Model			2									8			
Update Floodway Width and Revise Map											2	8			
Document Results and Prepare FEMA submittal			4								8	16	8		
Travel @ \$0.25										\$0					\$10
Reproduction Expenses										\$0					\$0
C.O.E. input file										\$0					\$110
Communications										\$9					\$30
Direct Costs										\$9					\$150
Total Hours	0	0	6	0	0	0	0	0	0	0	12	52	12		
Task 4 Total	\$0	\$0	\$588	\$0	\$0	\$0	\$0	\$0	\$0	\$9	\$996	\$3,536	\$468	\$150	\$5,747
Phase 1 Total	0	0	6	4	28	0	24	0	1	0	12	52	12	0	\$11,008
	\$0	\$0	\$588	\$392	\$2,366	\$0	\$1,836	\$0	\$39	\$637	\$996	\$3,536	\$468	\$150	\$11,008

ADDENDUM TO EXHIBIT 'A'
PART 1



Portland Office

July 11, 1996

Chuck Henley
Multnomah County
1620 S.E. 190th Avenue
Portland, OR 97233-5999

Dear Mr. Henley:

Subject: Floodplain Permitting for Glisan Street Widening

The purpose of this letter is to identify a scope of work and related budget for obtaining a permit from the City of Gresham to place fill material in a floodplain and floodway in relation to the widening of Glisan Street between 207th Ave. and 223rd Ave. Field observation of the floodplain and floodway, as shown in the City of Gresham Flood Insurance Rate Map (FIRM), Panel 2 of 8, dated September 28, 1990, indicates that it has already been filled by other construction activity in the area. Therefore, the process for obtaining a City of Gresham floodplain fill permit may not be typical.

The scope of work is divided into the following task items:

Task 1) Meetings with Multnomah County and the City of Gresham

For purposes of this scope, it is assumed that representatives from CH2M HILL will have three meetings with representatives from Multnomah County and the City of Gresham to help resolve the issues surrounding the widening of Glisan St. and the related fill in the floodplain and floodway. It is assumed that the preparation for each of these meetings and the meetings themselves will take approximately 4 hours each for the project manager (Neil Handyside), and related staff. The budget for this scope item is \$3,000.

Task 2) Completion of Permit Application

This task will involve filling out the permit application and completing any required mapping and/or attachments to the permit application. It also includes answering any questions the City may have concerning the permit application after it has been submitted. The budget for this scope item is \$1,100.

Task 3) Perform Hydraulic Modeling to Evaluate Impact of Fill in Floodplain (Optional)

If required by the City, hydraulic modeling of the impact area will be performed in order to determine the level of impact to the Water Surface Elevation in the floodplain cause by the Glisan St. widening. It is assumed that the City will instruct CH2M HILL as to which

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503.752.4271

503.235.2445 FAX
503.752.0276 FAX

Chuck Henley

Page 2

July 11, 1996

model should be used for the modeling and the quantity of flow to be input for the analysis. The budget for this scope item is \$1,500.

The total cost to complete the above mentioned scope of work is \$4,100 if Task 3 is not required and \$5,600 if Task 3 is required.

If you have any questions regarding this scope of work, please call me at 235-5022 x4207.

Sincerely,

CH2M HILL

A handwritten signature in dark ink, appearing to read "D. Whitaker", with a stylized flourish at the end.

David Whitaker
Water Resources Engineer

PDX/GLISN_FP.DOC

MEMORANDUM

CHM HILL

207th Avenue Connector Unit 3

TO: Chuck Henley/Multnomah County
FROM: Neil Handyside, P.E.
DATE: August 29, 1996

During the review of the wetland application the Oregon Fish and Wildlife representative requested that a trash rack be added to the new box culvert that will be constructed at the Fairview Creek Tributary. A trash rack was not included in the original contract and will have to be added.

The work associated with the design of the trash rack include preparation of construction attachment details and weld details. Preparation and drafting of design details on one of the existing culvert sheets or on a new sheet as needed. Submit the design drawings to Multnomah County for review and approval. Preparation of final mylars for submittal to ODOT.

ADDENDUM TO EXHIBIT A

Part 3 of 3

CH2M HILL, INC.

FOR ACTUAL COST PLUS A FIXED FEE
OR LUMP SUM ESTIMATES

BREAKDOWN OF DIRECT LABOR AND DIRECT NONLABOR COSTS

1995 DIRECT LABOR COSTS

<u>Personnel</u>	<u>Hours</u>	<u>Pay Rate</u>	<u>Estimated Cost</u>
Design Engineer/Planner	123.0	\$21.59	\$2,656
Office Engineer/Planner	376.0	\$28.27	\$10,630
Project Engineer/Manager	572.0	\$32.76	\$18,739
Principal In Charge	38.0	\$37.90	\$1,440
Senior Engineer/Specialist	56.0	\$41.20	\$2,307
Technicians/Drafter	70.0	\$18.23	\$1,276
Senior Technician	225.0	\$25.59	\$5,758
Project Assistant/Office	338.0	\$13.12	\$4,435
	1798.0		

1996 DIRECT LABOR COSTS

<u>Personnel</u>	<u>Hours</u>	<u>Pay Rate</u>	<u>Estimated Cost</u>
Design Engineer/Planner	6.0	\$21.66	\$130
Office Engineer/Planner	58.0	\$28.36	\$1,645
Project Engineer/Manager	32.0	\$32.86	\$1,052
Senior Engineer/Specialist	4.0	\$41.33	\$165
Technicians/Drafter	3.0	\$18.29	\$55
Senior Technician	40.0	\$25.67	\$1,027
Project Assistant/Office	7.0	\$13.17	\$92
	150.0		
		Total	<u>\$51,407</u>

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem _____ days at \$ ____/day \$ _____0

_____ cars at \$ _____ per day for _____ days \$ _____0

1100 miles at \$.25 per mile for _____ days \$ 275

Total \$ 275

Rent Expense:

Office Rent \$ _____ per month for _____ months \$ _____0

Equipment rental \$ _____ per month for _____ months \$ _____0

Total \$0

ADDENDUM TO EXHIBIT A

Part 3 of 3

CH2M HILL, INC.

FOR ACTUAL COST PLUS A FIXED FEE
OR LUMP SUM ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

Direct Labor Cost		\$51,407
Overhead Cost	169.90%	\$87,340
	Subtotal	\$138,747
Fixed Fee (10.5%)		\$14,568

DIRECT NONLABOR COSTS

Travel and Per Diem	\$275		
Rent Expense	\$0		
Reproduction Expenses	\$1,600		
Computer Expenses	\$6,824		
Communications	\$1,925		
Outside Consultants			
David Evans & Associates	\$72,000		
Foundation Engineering (DBE)	\$39,516	13.9%	
Kurahashi & Associates (DBE)	\$9,027	3.2%	
Other (specify)			
Health and Safety	\$75		
Equipment/Supplies/Postage	\$88		
	Subtotal		\$131,330
	TOTAL ESTIMATE		\$284,645
	TOTAL NOT TO EXCEED		\$285,000

PLEASE PRINT LEGIBLY!

MEETING DATE 9-19-96

NAME

ADDRESS

Dianne Roberts

STREET

19390 NE Mult. Ct.

CITY

ZIP

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

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

The Oregonian

Founded Dec. 4, 1850. Established as a daily Feb. 4, 1861. The Sunday Oregonian established Dec. 4, 1881. Published daily and Sunday by the Oregonian Publishing Co., 1320 S.W. Broadway, Portland, Oregon 97201

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ROBERT J. CALDWELL, Editorial Page Editor

THURSDAY, AUGUST 29, 1996

Foster care for adults

Multnomah County needs to tighten its rules to ensure appropriate care for elderly, disabled in urban setting

Multnomah County is taking steps to ensure safe, appropriate care for the elderly and disabled people in adult foster care homes here, but some operators think a proposed licensing ordinance is going too far. We'll side with the county, except on a couple of points.

The ordinance has been in the making for nearly two years, after state and Multnomah County audits found that one in five homes studied had serious problems ranging from poor oversight of residents' medications to filthy conditions to neglect.

Gary Blackmer, Multnomah County auditor, called for stricter screening of prospective operators, better monitoring of homes and more consistent sanctions against operators who violate the rules. The proposed ordinance would make permanent some of the interim measures that the county has taken since the audit. It also would add some things, though, that operators believe would be onerous.

The county, for example, would require communications-skills tests for key employees, which the industry

says would be a hardship on some operators. But people charged with taking care of the needs of vulnerable people — such as passing out medications — need to be able to read directions and prescriptions and talk with those they're trying to help.

The proposed ordinance would continue to have a hearings officer rule on alleged violations, but would eliminate the right of home operators to appeal the officer's findings to the county commissioners. The operators' only recourse would be the courts.

Even though appeals often are based on technicalities, we think elected officials ought to hear the appeals of industries and individuals who believe they are being unfairly treated. It's one way for elected officials to monitor the enforcement — and impact — of their rules.

The commissioners will hold a public hearing on the proposed ordinance today. It may need a bit of fine tuning, but as the audits showed, tighter rules — and monitoring by the county — are overdue to ensure safe, appropriate care for the aged and disabled at reasonable cost.

MEETING DATE: SEP 19 1996

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Minority Enterprise Development Week

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 19, 1996

Amount of Time Needed: 10 Minutes (time certain requested for picture Taking with Med-Week Committee)

DEPARTMENT: DSS DIVISION: Finance

CONTACT: Jerry Walker TELEPHONE #: x 6699

BLDG/ROOM #: 421/1st Floor

PERSON(S) MAKING PRESENTATION: Jerry Walker

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY : Proclaiming Sept. 22-28, 1996 as Minority Enterprise Development Week In Multnomah County

9/19/96 ORIGINAL TO JERRY WALKER

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: *Dan Boyer*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

96 JUL 23 PM 3:14
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Jerry Walker

TODAY'S DATE: July 19, 1996

REQUESTED PLACEMENT DATE: September 19, 1996

RE: MINORITY ENTERPRISE DEVELOPMENT WEEK PROCLAMATION

I. Recommendation/Action Requested:

Approve Proclamation and take photograph with local committee

II. Background/Analysis:

MED-Week is proclaimed each year by the President of the USA. Municipalities and metropolitan areas throughout the nation plan luncheons / celebrations to honor Minority Business in conjunction with MED-week.

III. Financial Impact:

None

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

Consistent with fostering diverse business community

VII. Citizen Participation:

Local committee representing the public and private sector will be on hand to take a photo with the BCC.

VIII. Other Government Participation:

Other Jurisdictions are proclaiming September 22-28 as MED Week and have been involved in planning MED Week Luncheon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the)
Week of September 22 - September 28, 1996) PROCLAMATION
as Minority Enterprise Development Week) 96-164

WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

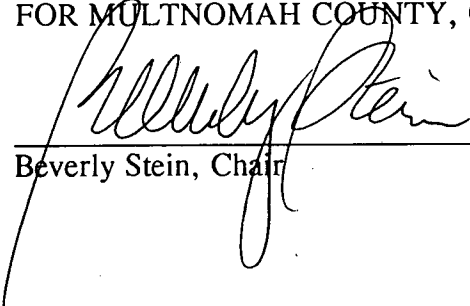
WHEREAS, minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth; now therefore

IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners proudly proclaims September 22-28, 1996 as **MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY**, to thank all our minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.

DATED this 19th day of September, 1996.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



MEETING DATE: SEP 19 1996
AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Housing Authority of Portland, City of Portland - Police Bureau, Multnomah County Department of Community & Family Services and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 19, 1996

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: Larry Aab

ACTION REQUESTED:

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

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

Intergovernmental Agreement, Contract #800427, between the Housing Authority of Portland, City of Portland - Police Bureau, Multnomah County Department of Community & Family Services, and the Sheriff's Office. To provide law enforcement and prevention services to the Housing Authority Properties, for the period of July 1, 1996 through June 30, 1997.

9/24/96 ORIGINALS picked up for City execution

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

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

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

BOARD OF
COUNTY COMMISSIONERS
96 SEP 13 AM 8:04
MULTNOMAH COUNTY
OREGON
6/93

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF DAN NOELLE

TODAY'S DATE: September 6, 1996

REQUESTED PLACEMENT DATE: September 19, 1996

RE: Intergovernmental agreement between the Housing Authority of Portland, City of Portland, County of Multnomah, and MCSO.

- I. Recommendation/Action Requested: Approve the IGA.
- II. Background/Analysis: MCSO is withdrawing one and one half FTE positions from the Columbia Villa/Tamarack Safety Action Team. Portland will assume the supervisory role of the Safety Action Team. The Multnomah County Department of Community and Family Services will provide a Youth Coordinator to assume the duties formerly held by MCSO's Community Service Officer. This IGA reflects those changes in personnel, and the changes in revenue to be received by Multnomah County as a result.
- III. Financial Impact: Exhibit A of this IGA provides the figures for monies paid to Multnomah County, and what those monies are for. HAP will provide \$133,751 to MCSO, and \$50,000 to the Department of Community and Family Services. MCSO's general fund is budgeted to provide \$43,410 for overtime, supplies, motor pool, and other materials and services.
- IV. Legal Issues: This IGA has been favorably reviewed by County Counsel.
- V. Controversial Issues: N/A
- VI. Link to Current County Policies: This is simply another modification to the IGA MCSO began with HAP in 1989.
- VII. Citizen Participation: N/A
- VIII. Other Government Participation: The City of Portland is impacted by this change. The Multnomah County Department of Community and Family Services is now included in the IGA, and their budget will be impacted.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **800427**

Amendment # _____

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached: ☐

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p align="center">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 align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-3</u> DATE <u>9/19/96</u></p> <p align="center"><u>DEB BOGSTAD</u></p> <p align="center">BOARD CLERK</p>
--	---	--

Department: SHERIFF'S OFFICE Division: ENFORCEMENT Date: SEPTEMBER 3, 1996

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

Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/228

Description of Contract:

PROVIDE LAW ENFORCEMENT AND PREVENTION SERVICES TO THE HOUSING AUTHORITY OF PORTLAND. THIS CONTRACT INCLUDES CITY OF PORTLAND-POLICE BUREAU AND MULT CO DEPARTMENT OF COMMUNITY & FAMILY SERVICES PARTICIPATION.

BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>HOUSING AUTHORITY OF PORTLAND</u></p> <p><u>8920 N WOOLSEY AVE</u></p> <p><u>PORTLAND OR 97203</u></p> <p>Phone: <u>228-2178</u> Attn: <u>Paul Parker</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>JULY 1, 1996</u></p> <p>Termination Date: <u>JUNE 30, 1997</u></p> <p>Original Contract Amount: <u>\$ 133,751</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</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: *Mel Hedgpeth*

Date: 9-11-96

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: *Augusta*

Date: 9/12/96

County Chair/Sheriff: *Don Noelle*

Date: 9/12/96

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 ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	<u>156</u>	<u>025</u>	<u>3150</u>			<u>2030</u>					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), the Multnomah County Department of Community and Family Services ("MCCFS"), the City of Portland ("CITY"), and the Housing Authority of Portland ("HAP").

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the City of Portland is a municipal corporation and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, pursuant to the provisions of ORS chapter 456, the Housing Authority of Portland is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, HAP in the city of Portland operates housing developments known as Columbia Villa/Tamarack ("CV/T"), consisting of 598 units and housing approximately 1650 residents; and

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

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

WHEREAS, MCSO, CITY, and MCCFS are able and prepared to provide the services required by HAP under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

Law Enforcement Services

1. MCSO, CITY, and MCCFS agree to operate the Columbia Villa Safety Action Team ("SAT"), consisting of Multnomah County deputy sheriffs, Portland Police Bureau (PPB) police officers and a MCCFS Youth Coordinator committed to working together toward a comprehensive, community-based approach toward law enforcement and drug prevention.
2. MCSO, CITY, and MCCFS agree to provide at CV/T a community policing model which emphasizes reducing drug-related crime, solving problems, involving and empowering residents, being accessible to the resident community, and integrating law enforcement officers in the process of referring residents in need to appropriate health and social service providers.
3. MCSO and CITY agree to provide seven-day-a-week law enforcement presence at CV/T. Actual shifts and hours worked by law enforcement personnel may vary to meet the demands of HAP and MCSO and PPB management.
4. CITY agrees to provide a sergeant (supervisor) who will have sufficient night patrol experience to become and remain familiar with swing shift assignment. All sworn personnel will plan for occasional unexpected patrol presence, to reduce the predictability of law enforcement presence. The sergeant will not be funded by HAP, and will not be based at Columbia Villa.
5. MCSO and CITY agree to support HAP by enforcing trespass laws and assisting HAP in enforcing HAP's eviction policy.
6. MCSO and CITY agree that SAT deputy sheriff's and police officers will submit to the SAT sergeant records of their daily activity at the end of their shift. Each deputy or officer will report the number and types of arrests made (e.g., felony, misdemeanor, juvenile, or traffic) according to Uniform Crime Report Types I and II. Each deputy or officer will report the numbers of open air drug markets observed, drive by shootings and persons contacted for gang activity. Each deputy or officer will report the number and types of non-criminal activity (e.g., number of abandoned vehicles tagged and towed), and persons contacted during the shift (e.g., merchants, tenants, truants, "at risk" juveniles, and parents of "at risk" juveniles). The MCCFS Youth Coordinator will keep records, based on goals and priorities established by the parties, which indicate the number

and type of interventions and referrals made. Such records shall also indicate the date and time of initial contact between assigned personnel and a resident.

7. CITY agrees that at the end of each month the SAT will continue producing a detailed, monthly activity report reflecting a summary of records described in section 6. The SAT supervisor will work with HAP management to publish a monthly activity report and to produce other reports and records as needed or required by the HAP/HUD/PHDEP program.

Prevention Services

8. MCSO, CITY and MCCFS agree to plan and organize for youth events and activities which promote empowerment, reduce risk factors and strengthen protective factors, consistent with the "Risk Factor" model of drug/alcohol prevention.
9. MCSO, CITY and MCCFS agree to develop and implement, with the active participation of youth, a variety of sporting, recreational, cultural and youth leadership activities; and develop support groups as needed.
10. MCSO, CITY and MCCFS agree to assist youth to access the Youth Empowerment Fund ("YEF").
11. MCSO, CITY and MCCFS agree to assist families with drug and alcohol addiction problems and other associated problems through referral to an appropriate treatment or social service agency.
12. MCSO, CITY and MCCFS agree to help families experiencing exceptional economic hardship to access goods, services, and job opportunities.
13. MCSO, CITY and MCCFS agree to work with schools on attendance issues. MCCFS agrees to work closely with Roosevelt High School, which monitors an attendance tracking system for students of Columbia Villa. When appropriate the Youth Coordinators will transport truants to school. MCCFS will offer assistance to the Portsmouth Middle School Dance Club, comprised mostly of girls residing at Columbia Villa/Tamarack. The Youth Coordinator will conduct follow-up home visits of truants, and will refer at-risk individuals to the youth programs offered at the nearby University Park Recreation Center. The Youth Coordinator may refer to the Job Corps persons who are having educational difficulty, but who can no longer enroll in school.

14. MCSO, CITY and MCCFS agree to mediate conflicts between youth and family members. In resolving family conflicts, MCCFS will encourage a "team" approach, involving the family and assisting agencies to determine the most appropriate resolution of the conflict.

Reserve Officers

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

PERSONNEL MATTERS

16. MCSO agrees to provide for the performance of the duties hereunder two (2) FTE Deputy Sheriffs. CITY agrees to provide for the performance of this duties hereunder two (2) FTE police officers, and one (1) FTE Sergeant. MCCFS will provide one (1) FTE Community Services Youth Coordinator. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." For the purpose of this section, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
17. The parties agree to permit the Columbia Villa Resident Council and on-site HAP management to meet and interview any prospective ASSIGNED PERSONNEL prior to assignment as ASSIGNED PERSONNEL. The parties further agree to consider the desires of the Resident Council and HAP management in making assignments, but that final authority for assigning ASSIGNED PERSONNEL remains with the assigning agency.
18. MCSO, CITY and MCCFS agree to plan for some specified overlap time when prevention and law enforcement personnel work together, and when prevention workers work with youth after school during the school year.
19. MCSO and CITY agree that each deputy sheriff, police officer, and Sergeant provided as ASSIGNED PERSONNEL shall be certified as a police officer by the Board of Public Safety Standards and Training.
20. MCSO, CITY, MCCFS and HAP agree that the ASSIGNED PERSONNEL provided hereunder by each respective party shall be and remain employees of the COUNTY or CITY, respectively. The ASSIGNED PERSONNEL shall be supervised by CITY and shall perform their duties in accordance with the administrative and operational procedures of CITY. If MCSO operational procedures conflict with PPB operational procedures, MCSO and CITY agree to meet and confer to resolve any conflict in procedures.

21. HAP does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
22. The COUNTY and CITY shall maintain Workers' Compensation insurance coverage for their ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
23. MCSO, CITY, MCCFS and HAP agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
24. MCSO, CITY, MCCFS and HAP agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or CITY, respectively.
25. MCSO, CITY, MCCFS and HAP acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. MCSO, CITY, MCCFS and HAP also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. MCSO, CITY, MCCFS and HAP also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgements, MCSO, CITY, MCCFS and HAP agree:
 - a) Except as provided in subsection (b) below, MCSO, CITY, or MCCFS will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services required by HAP. However, MCSO, CITY and MCCFS will make a good faith effort to schedule known, projected absences so as to minimize the impact on MCSO's, CITY's and MCCFS' ability to perform under this Agreement. MCSO, CITY and MCCFS agree to provide to HAP management a current schedule of known, projected absences.

- b) MCSO, CITY and MCCFS will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury.
 - c) In the event MCSO, CITY, or MCCFS does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, MCSO, CITY, or MCCFS will not invoice HAP for those personnel costs.
26. MCSO, CITY and MCCFS agree to furnish to HAP all payroll and work assignment documents necessary to comply with applicable HUD regulations.

OFFICE SPACE

27. HAP agrees to provide sufficient office space for use by MCSO, CITY, and MCCFS, to include costs for utilities, including telephone service, at HAP's premises or at a site mutually agreed upon by the parties.

CONTRACT COSTS

28. HAP agrees to pay MCSO, CITY and MCCFS for services under this Agreement in accordance with Exhibit A. MCSO, CITY and MCCFS will provide to HAP an expenditure report on a quarterly basis. The quarterly reports will include expenditures through September 30, 1996, December 31, 1996, March 31, 1997, and June 30, 1997. MCSO, CITY and MCCFS will deliver the quarterly report not later than 30 days after the end of each quarter. Each quarterly report will serve as MCSO's, CITY's and MCCFS' invoice to HAP, with payment therefore due upon HAP's receipt of the report.

INDEMNIFICATION AND LIABILITY

29. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO, COUNTY and the CITY agree to indemnify, defend and hold harmless HAP, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement.

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

DISPUTE RESOLUTION

32. While the parties have attempted to make an Agreement anticipating and addressing their concerns, HAP, MCSO, COUNTY and CITY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. HAP, MCSO, COUNTY and CITY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
33. HAP, MCSO, COUNTY and CITY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

34. The Multnomah County Sheriff designates Mel Hedgpeth, Commander, Law Enforcement Division, to represent MCSO in all matters pertaining to administration of this Agreement.
35. HAP designates Paul Parker, Director of Drug Elimination Program as the PHDEP director and to represent HAP in all matters pertaining to administration of this Agreement.
36. CITY designates Commander Alan Orr to represent CITY in all matters pertaining to administration of this Agreement.

37. MCCFS designates Lorenzo T. Poe Jr. to represent MCCFS in all matters pertaining to administration of this Agreement.
38. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

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

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

Lorenzo T. Poe Jr.
Director, MCCFS
421 S.W. 6th Ave. Suite 700
Portland, OR 97204-1618

CONTRACT MODIFICATION AND TERMINATION

39. This Agreement shall be effective from July 1, 1996 and shall run through the June 30, 1997.
40. HAP, MCSO, CITY and MCCFS agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
41. HAP, MCSO, CITY and MCCFS agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both HAP and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners and the Portland City Council.

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

HOUSING AUTHORITY OF
PORTLAND

By: _____
Denny L. West,
Executive Director

Date: _____

MULTNOMAH COUNTY, OREGON

By: Don Stein
for Beverly Stein, Chair

Date: September 19, 1996

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 9/19/96
DEB BOGSTAD
BOARD CLERK

CITY OF PORTLAND

By: _____
Vera Katz, Mayor

Date: _____

MULTNOMAH COUNTY SHERIFF

By: Dan Noelle by 86
Dan Noelle, Sheriff

Date: 9/12/96

DIRECTOR MULTNOMAH COUNTY DEPARTMENT
COMMUNITY AND FAMILY SERVICES

By: Lorenzo T. Poe Jr.
Lorenzo T. Poe Jr.

Date: 9/12/96

APPROVED AS TO FORM

By: _____
City Attorney for
City of Portland

Date: _____

REVIEWED

Laurence Kressel
Multnomah County Counsel
By: Laurence Kressel

Date: 9/22/96

Exhibit A

SAFETY ACTION TEAM FUNDING DISTRIBUTION PLAN, FY97

Contract Period July 1, 1996 through June 30, 1997

Total Funds Available: \$291,950

Proposed Distribution:

Multnomah County Sheriff's Office

Two (2) FTE Deputy Sheriffs (Williams and Little) \$133,751

Portland Bureau of Police

Two (2) FTE Police Officers (Romanaggi and Pahlke) \$108,199

Multnomah County Department of Community and Family Services

One (1) Youth Coordinator Position \$ 50,000

#1

PLEASE PRINT LEGIBLY!MEETING DATE 9-19-96

NAME Luis Saloman Jr
 ADDRESS 5917 NE Prescott
 STREET
Portland Ore 97218
 CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. 4
 SUPPORT _____ OPPOSE ☒
 SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!MEETING DATE 9-19-96

NAME Diana Roberts
 ADDRESS 19390 NE Mult. Ct.
 STREET
Portland OR 97230
 CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-4
 SUPPORT _____ OPPOSE ☒
 SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!MEETING DATE 9/19

NAME Katie Gertons for Aging Services
 ADDRESS Multco
 STREET
 CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-4+5
 SUPPORT _____ OPPOSE _____
 SUBMIT TO BOARD CLERK

MEETING DATE: September 19, 1996
AGENDA #: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Luis Solomon Adult Care Home License Appeal/Hearing No. 162169

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Thursday, September 19, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Non-Departmental

DIVISION: Chair Beverly Stein

CONTACT: City Atty. Pete Kasting

TELEPHONE #: 823-4047

BLDG/ROOM #: 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting, Luis Solomon, Katie Gaetiens

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

Board Decision and Consideration of an ORDER Regarding the Appeal of Luis Solomon from the Hearings Officer Decision on an Adult Care Home License. **OPTION 1** Schedule a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already Been Created. MCC Section 8.90.090 (J) and Section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes Give the Board Discretion to Follow Either Course.

9/27/96 copies to PETE KASTING, Luis Solomon, Katie Gaetiens & Mary Fassell

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
96 AUG 19 PM 4:00
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
City Hall (503) 823-4047

Mailing Address:
1220 SW 5th Ave Rm 315
Portland OR 97204

Temporarily Located At:
1400 SW 5th Ave Rm 600
Portland Oregon

August 21, 1996

INTEROFFICE MEMORANDUM

TO: Deb Bogstad, Clerk
Multnomah County Board of Commissioners

FROM: Peter Kasting *PK*
Senior Deputy City Attorney

SUBJECT: Appeal of Luis Solomon from Hearings Officer Decision on an Adult Care Home License, Hearing No. 162169

BOARD OF
COUNTY COMMISSIONERS
96 AUG 23 AM 9:56
MULTNOMAH COUNTY
OREGON

At its meeting on September 19, 1996, the Board needs to decide whether it wants to (1) schedule a hearing to accept evidence or argument on this appeal or (2) decide this appeal on the record that has already been created. MCC section 8.90.090 (J) and section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes give the Board discretion to follow either course.

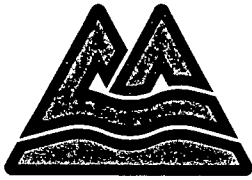
If the Board chooses to decide this matter on the record, it may either make a decision on September 19 or may, if it chooses, bring the matter back to the Board at a later date for Board discussion and a final decision. The meeting on September 19 is not for the purpose of receiving evidence or argument from the parties regarding the merits of the appeal. It is only to decide whether the Board wants to receive additional evidence or argument in this matter or, if the Board chooses, to dispose of the matter on the existing record.

I will be attending the meeting on September 19. Mr. Solomon and representatives of the Adult Care Home Program might attend but are not required to attend. If they do attend and the Board wants to hear from them on whether additional evidence or argument should be received (and on that question only), I would suggest giving each side three minutes to make a statement.¹

c: Luis Solomon
Katie Gaetjens, Assistant County Counsel

¹Note to parties: You must let the Board Clerk know if you would like to address the Board. Notification cards are provided for this purpose. They are located on a small table just inside the door of the Board's meeting room. You should give a completed card to the Clerk before the meeting starts.





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

August 19, 1996

CERTIFIED MAIL P 335 737 360

*Mr. Luis Solomon
Rainbow Adult Foster Care Center
5917 NE Prescott Street
Portland, Oregon 97218-2233*

*Re: Appeal from Hearings Officer Decision on Adult Care Home License
Hearing No. 162169*


Dear Mr. Solomon:

Your August 5, 1996 request for Multnomah County Board review of the July 19, 1996 hearings officer decision was timely received and the matter has been scheduled on the Board's agenda for 9:30 am, Thursday, September 19, 1996 in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland.

I will be sending you copies of the agenda as well as the hearings office record in your case, and any other information I receive as it becomes available.

If you have questions regarding the upcoming procedure, please contact City Attorney Pete Kasting at 823-4047, as he advises the Board on these matters because County Counsel represents the Adult Care Home Program. Thank you.

Sincerely,


Deborah L. Bogstad
Board Clerk
(503) 248-3277

*cc: Pete Kasting
Katie Gaetjens
Mary Fassell
Board of Commissioners*

AN EQUAL OPPORTUNITY EMPLOYER

P 335 737 360

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Luis Solomon	
Street & Number 5917 NE Prescott Street	
Post Office, State, & ZIP Code Portland, Oregon 97218-2233	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date August 19, 1996	

PS Form 3800, April 1995

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address and ZIP Code in the space below.

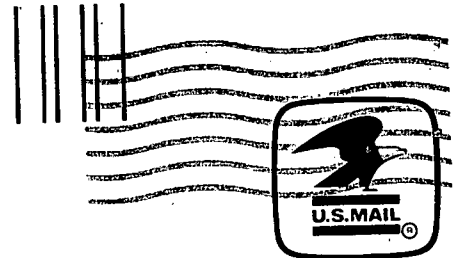
- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN
TO



Print Sender's name, address, and ZIP Code in the space below.

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



PENALTY FOR PRIVATE
USE, \$300

● **SENDER:** Complete items 1. and 2. when additional services are desired, and complete items 3. and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

Mr. Luis Solomon
Rainbow Adult Foster Care Center
5917 NE Prescott Street
Portland, Oregon 97218-2233

4. Article Number

P 335 737 360

Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☒ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee

X

6. Signature — Agent

X

7. Date of Delivery

8/22/96

8. Addressee's Address (ONLY if requested and fee paid)

PS: Form 3811, Apr. 1989

★ U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

August 5, 1996

HONORABLE MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
1120 SW 5TH AVENUE SUITE 1510
PORTLAND, OREGON 97204

Dear Board of Commissioners:

RE: Request for appeal hearing in accordance with MCAR 890-090-400

In response to hearings #162169 and #162173, we would like to request an appeal hearing before Multnomah County Board of Commissioners. We would also like to request that the two hearings be combined, due to the fact that all issues surrounding both hearings took place at the Rainbow Adult Foster Care Center. Thank you for your cooperation, we are looking forward to hearing from you soon.

Cordially,

Essie R. Askeu

ESSIE RENE ASKEW
OWNER/OPERATOR RAFCC

Luis Solomon

LUIS SOLOMON
CO-OPERATOR RAFCC

ERA:pa

CERTIFIED LETTER

c: Stanley Bunn, Esq.
Lennie Sanders

BOARD OF
COUNTY COMMISSIONERS
96 AUG - 8 PM 2:18
MULTNOMAH COUNTY
OREGON

RAINBOW ADULT FOSTER CARE CENTER



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

**RETURN RECEIPT
REQUESTED**

CERTIFIED

P 321 452 649

MAIL



UNITED STATES
POSTAL SERVICE

0000

U.S. POSTAGE
PAID
PORTLAND, OR
97211
AUG 05, 1996
AMOUNT

\$2.52
00024892-06

HONORABLE MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
1120 SW 5TH AVENUE, SUITE 1510
PORTLAND, OREGON 97204





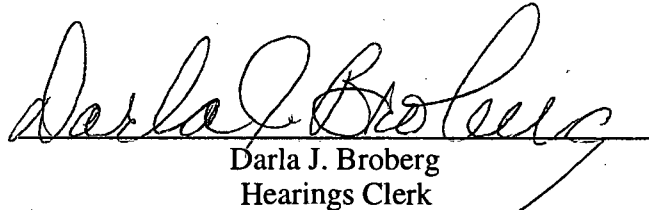
CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

I certify that attached hereto is the true and complete record of the appeal of Luis Solomon, No. 162169, during the period beginning June 24, 1996, and ending August 9, 1996.

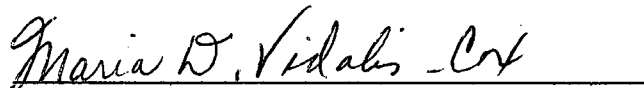
- 1 Historical Log prepared August 12, 1996.
- 2-5 Order entered July 26, 1996; the determination which is being appealed.
- 6-11 Appeal No. 162169; received in the Hearings Office June 24, 1996.
- 12 Notification List prepared June 25, 1996.
- 13 Notice of the July 19, 1996, hearing; mailed to the parties June 28, 1996.
- 14 Mail returned by the Post Office on July 5, 1996.
- 15 Notification List prepared July 8, 1996.
- 16 Letter dated July 19, 1996, Mary M. Fassell to William W. Shatzer.
- 17-18 Letter dated July 18, 1996, Luis Solomon and Essie Askew to Mary Fassell; received in the Hearings Office July 22, 1996.
- 19 Hearing Record prepared at the July 19, 1996, hearing.
- 20-33 Exhibits 1 through 7 inclusive.

Dated: August 13, 1996

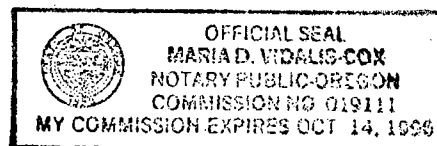

Darla J. Broberg
Hearings Clerk

On August 13, 1996, Darla Broberg appeared before me and did acknowledge that she did execute the foregoing certification in her official capacity as Code Hearings Secretary.

Dated: August 13, 1996


Notary Public
My commission expires 10/14/96

BOARD OF
COUNTY COMMISSIONERS
96 AUG 13 PM 12:29
MULTNOMAH COUNTY
OREGON



Hearing # 162169

Historical Log

Date Prepared: 8/12/96

Time Prepared: 4:03:55 PM

On Suspense Until: 8/16/96

Action: closed file as sustained

Hearings

<u>Date</u>	<u>Time</u>	<u>Purpose</u>	<u>Disposition</u>
7/19/96	9:00:00 AM		Hearing held. Appearances: Fassell; appellant did not appear.

Civil Penalties, Liens, Bureau Fees

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

<u>Date</u>	<u>Key</u>	<u>Comments</u>
6/24/96	appeal	Received appeal of adult care home sanction from Luis Solomon via Mary Fassell, Mult. Co. RY
6/28/96	notm	Notices mailed. RY
7/8/96	return notm	Received notice of hearing returned, Not deliverable as addressed; unable to forward. Called Fassell; she felt it may have been refused by Solomon as he didn't get hearing on same date as Askew. Per WS & Mary; resend without #B in address and we will not set over unless we get a formal request. RY
7/19/96	letr	Rcvd letter from Fassell. RY
7/22/96	letr	Rcvd letter from Askew (case #162173) and Solomon requesting set-over and that both cases be set for the same time. DB
7/24/96	misc	Per log, 1 hour in hearing; and per WS, 5.75 hours preparing order = total 6.75 hours. DB
7/26/96	ormd	Order mailed. DB
8/9/96	tel	Rcvd request from Deb of County Counsel's office (248-3277) for copy of case file for appeal to the Board. Doesn't need copies or transcript of hearing tapes. DB

4/28/93 db

00001



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. Fifth Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

HEARINGS OFFICER'S ORDER

APPEAL OF LUIS SOLOMON

HEARING NO. 162169

DATE OF HEARING: Friday, July 19, 1996

APPEARANCES:

Ms. Mary Fassell, for Multnomah County
The appellant, Luis Solomon, did not appear

HEARINGS OFFICER: Mr. William W. Shatzer

STATEMENT OF THE CASE:

This is an appeal from a determination of the Multnomah County Adult Care Home Program, denying the application of the appellant, Luis Solomon, for a Multnomah County Adult Care Home License. On or about December 8, 1995, the appellant submitted an application to the Multnomah County Adult Care Program for a license to operate an Adult Care Home. On or about May 6, 1996, the Sanctions Specialist for the Multnomah County Adult Care Program issued a Notice of Sanctions denying appellant's license application on the grounds that Mr. Solomon had failed to demonstrate the required abilities, good personal character, judgment, and cooperation as required under MCAR 890-020-200 and 890-020-260. Mr. Solomon appealed that denial pursuant to MCC 8.90.090 and MCAR 890-090-100. This proceeding followed.

PRELIMINARY RULING:

This matter was set for hearing at 9:00 A.M. on Tuesday, July 19, 1996. Written notification of the time, date and place of hearing was provided to all interested parties, including Mr. Solomon on June 28, 1996.

Mr. Solomon did not appear at the scheduled time for hearing on the morning of July 19, and, after waiting some time, the County was allowed to proceed and present its prima facie case. On the morning of July 22, 1996, the hearings officer received a mailed request from Mr. Solomon requesting that the scheduled July 19 hearing be rescheduled.

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Mr. Solomon's request was not timely filed nor has any good cause for his failure to file in a timely manner been shown. Moreover, no good cause for a postponement itself has been shown. The request for postponement is denied.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Mr. Solomon was employed as an unapproved caregiver in an Adult Care Home operated by a Ms. Essie Askew from approximately November 1995 through the present. During that period, Multnomah County Adult Care Program personnel had numerous opportunities to observe Mr. Solomon's conduct, competence, and behavior in that capacity. Those observations fully support and justify the conclusion that Mr. Solomon lacks the required ability, good character, judgment and cooperation required of Adult Care Home operators and the denial of his license application.

1. Evidence of Intoxication and Inappropriate Use of Alcohol:

The evidence shows that on at least three occasions, Mr. Solomon, while present as a caregiver in Ms. Askew's Adult Care Home, was under the influence of alcohol. Quite obviously, the excessive consumption of alcoholic beverages while serving as a caregiver is inconsistent with the duties and responsibilities of a caregiver in an Adult Care Home and demonstrates a lack of good judgment and good character. On other occasions, Mr. Solomon operated a motor vehicle with an Adult Care Home Resident as a passenger while Mr. Solomon was consuming alcohol. While the evidence does not demonstrate that Mr. Solomon was actually intoxicated while operating the vehicle, operating a motor vehicle while consuming alcoholic beverages demonstrates a lack of sound judgment and good character.

Mr. Solomon's inappropriate use of alcohol demonstrates both that he has an alcohol problem which compromises his ability to operate an Adult Care Home in violation of MCAR 890-080-120(k)(C) and that he lacks the required sound judgment and good character in violation of MCAR 890-020-220(b) and (c).

2. Evidence of Dishonesty:

The record is replete with evidence of Mr. Solomon's lack of honesty and candor in dealing with Multnomah County Adult Care Home Program staff.

A. Mr. Solomon answered "no" to the question on his written license application (Exhibit 7) "Have you ever been arrested?" when, in fact, he had been arrested on or about February 25, 1995, for the crime of harassment. Furnishing untruthful information to the Multnomah County Adult Care Program demonstrates a lack good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

B. Multnomah County Adult Care Program staff held an administrative conference with Mr. Solomon to discuss, among other things, the harassment arrest which had been disclosed by his criminal records check. During the course of that conference, Mr. Solomon claimed that he was unable to provide any details of the incident surrounding the harassment arrest because he was too drunk at the time to remember the incident. Later during the course of the same conference, Mr. Solomon denied he had a drinking problem and claimed not to "have had a drink in twenty years."

Quite obviously, the two statements are mutually inconsistent and cannot both be true. Providing untrue and mutually contradictory statements to County personnel demonstrates a lack good

character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

C. Patricia Askew, the daughter of Essie Askew, had been denied approval as an approved caregiver for Ms. Askew's Adult Care Home because of a previous criminal conviction. When a Multnomah County staff person visited Ms. Askew's Adult Care Home on December 13, 1995, he found only Patricia Askew present on the premises, apparently acting as caregiver for the home despite the fact she was not approved as a caregiver and was prohibited from being in the home on a regular basis. During the County's investigation of this incident, Mr. Solomon affirmatively represented to County personnel that he, not Patricia Askew, was the caregiver actually present in the home at that time. Mr. Solomon attempted to explain why only Patricia Askew and not Mr. Solomon was found on the premises by claiming, alternately, that he had "been in the basement" and had "been out back, mowing the lawn."

Again, quite obviously, both of these mutually inconsistent statements cannot be true and it is unlikely that either of them are. Moreover, Mr. Solomon's claim that he was outside mowing the lawn on December 13 stretches credibility to the breaking point. Providing untrue and mutually conflicting statements to County personnel demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

D. County staff again visited Ms. Askew's Adult Care Home on February 27, 1996. Prior to Mr. Solomon's answering the door of the main house, County staff observed Patricia Askew exit the rear door of the main house and enter one of the "cottages" on the rear of the property. When questioned by County Staff, Mr. Solomon insisted that Patricia Askew was not and had not been present on the property and that only Mr. Solomon and the residents were present. When County staff requested to inspect the "cottage" at the rear of the property, Mr. Solomon insisted that there was no one in the cottage and initially refused to allow the County staff access to the building. Ultimately, County staff were successful in convincing Mr. Solomon to allow them access to the "cottage" where Patricia Askew was discovered hiding behind a bedroom door.

Mr. Solomon's statements to County staff on this occasion were manifestly untrue and were an attempt to conceal Patricia Askew's unauthorized and improper presence on the premises and to mislead County staff. In providing false and misleading information to County staff and in attempting to conceal a Rule violation, Mr. Solomon demonstrated a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

E. On the February 27 visit, County staff requested to inspect the fire drill records for Ms. Askew's Adult Care Home. Mr. Solomon was unable to locate or provide a copy of the fire drill records but informed County staff that a fire drill had been conducted on February 17, 1996, and that it had been documented by Ms. Askew. At a subsequent staff visit on March 20, 1996, a fire drill record was produced which documented a February 17, 1996, and a March 9, 1996, fire drill but no fire drill for January. On March 26, 1996, this fire drill record had disappeared and Ms. Askew produced a different fire drill record (Exhibit 3) which purported to document January 19, February 17, and March 9, 1996 fire drills. Contrary to Mr. Solomon's statement on February 27, 1996, this fire drill record showed that the February 17, 1996, fire drill was documented by Mr. Solomon, not Ms. Askew, and, indeed, showed that Ms. Askew was not even present on the premises at the time of the purported drill.

Clearly, Exhibit 3 was prepared sometime after March 20, 1996, and was an attempt to conceal the fact that the required January fire drill had either not been held or had not been properly

documented. Mr. Solomon obviously participated in the preparation of this document as he verified the purported February 17, 1996, fire drill.

By his participation in the preparation of this fire drill document, Mr. Solomon intended to mislead County staff and to conceal a violation of the applicable Administrative Rules. This demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a). Moreover, Mr. Solomon's statement on February 27 that Ms. Askew had documented the February 17 fire drill and Mr. Solomon's initials on Exhibit 3 that he documented the February 17 fire drill and that Ms. Askew was not even present at the time are mutually inconsistent and cannot both be truthful. Providing untrue and mutually conflicting statements to County personnel demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

Multnomah County has provided ample evidence to demonstrate that the appellant, Luis Solomon lacks the sound judgment and good character required of an Adult Care Home Operator under MCAR 890-020-200 and that he has failed to evidence the required cooperation with Multnomah County staff in violation of 890-020-260. The Notice of Sanctions should be sustained.

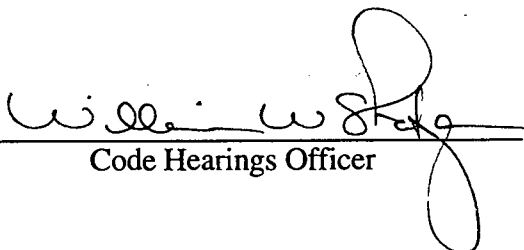
ORDER AND DETERMINATION:

The Notice of Sanctions dated May 6, 1996, denying the application of the appellant Luis Solomon for a Multnomah County Adult Care Home License is hereby SUSTAINED.

This order and determination has been mailed to the parties on July 26, 1996, and shall become final on August 15, 1996, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: July 26, 1996

WWS:ry


Code Hearings Officer

RAINBOW ADULT FOSTER CARE CENTER

162169
=====

RECEIVED
MAY 8 1996
JUNE PROGRAM



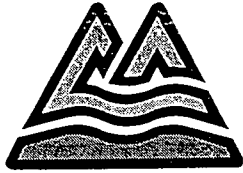
5917 NE PRESCOTT STREET • PORTLAND, OREGON 97218-2233

4-7-96

To whom this may come
I would like a hearing,
for the dev of my license
~~to~~ for operating and adult
care home.

Jim Slone

00006



162169

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

CERTIFIED MAIL

June 20, 1996

Mr. Luis Solomon
5917 N.E. Prescott #B
Portland, Oregon 97218

Dear Mr. Solomon:

The Adult Care Home Program has received additional information that indicates that you do not have the necessary good judgment and experience to become licensed as an operator of an adult care home. This information includes the following:

1. A former resident of the home indicated that you were drinking while driving him in your vehicle on June 3, 1996.
2. A nurse indicated that she called you to remind you to take a resident to his doctor's appointment on June 7th. She indicates that you had forgotten about the appointment, that the resident had a serious health need, and may have died if he had not received medical care that morning.

We are amending the denial of your application for an adult care home license to include the above incidents.

Sincerely,

Mary M. Fassell

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

cc: Carole Isaman
Jean DeMaster

00007



162169

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

CERTIFIED MAIL

May 6, 1996

Mr. Luis Solomon
5917 N.E. Prescott #B
Portland, Oregon 97218

Dear Mr. Solomon:

We have carefully reviewed your application, references, and work history. We found numerous instances of a lack of honesty, good judgment and cooperation with persons in authority or involved in providing services for elderly or disabled clients. We also found evidence of an untreated drinking problem. We consider all these problems as indications of a lack of the good personal character, judgment and cooperation required of operators by the rules that govern adult care homes. See Multnomah County Administrative Rules 890-020-200 (b) and (c), and 890-020-260 (a). We cannot authorize persons with problems such as these to be operators of adult care homes because the lives of vulnerable elderly and disabled people who would be their responsibility would be at risk. Therefore your application for a license to operate an adult care home is denied.

The specific instances that indicated to us the above problems are:

1. You indicated on both of your applications that you had never been arrested, yet you were arrested on February 25, 1995, in an adult foster home for harassment.
2. Your arrest involved an incident in which you were drunk and you assaulted your wife, the operator of the adult care home, in front of the residents. You indicated that you were so drunk you could not remember the details of what you did. The investigator was told the incident was regarding your desire for money to get more liquor. The person who called the police indicated she did so to prevent the incident from escalating, because none of the several persons involved in the incident could get you to let go of your wife.

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3. You appeared intoxicated to a case manager and two of our staff in the Askew foster home where you are a caregiver. Two other times nurses have found you smelled of alcohol, once at 10:00am.

4. When asked about your drinking at our administrative conference, you categorically stated, "I don't drink." You indicated that the incident with your wife the only time you have gotten drunk in 20 years, and it was due to a stressful situation.

5. When our staff was at the adult care home where you work, they called a police officer to assist them. When the police officer came to the door you denied him entry, saying, "You looking for a fight?"

6. On February 27, 1996, you indicated to our staff that even though you had no record of monthly fire drills, the operator, Essie Askew, had conducted one and written it down on a piece of paper "somewhere". On March 20, 1996, our staff found a fire drill record indicating a fire drill had been done on February 17, 1996, by you, and it is written in your handwriting.

7. When our staff came out to the foster home you indicated that no one was in the back home, yet staff found Patricia Askew there, in her bathrobe.

8. You indicated that you had been in the home when our staff had come out in December but staff did not find you there. The only person who was there was Patricia Askew, who was not supposed to be on the property.

This office has the authority to deny your license according to section 8.90.080 (A) (2) and (4) of the Multnomah County Code, which states:

The Director shall have the authority to...deny any license for an adult care home...When there exists a threat to the life, health, safety, or welfare of any resident...When the...operator has failed to comply...with the rules and standards duly promulgated by the Director for an adult care home; or any other state or federal law or rule applicable or relevant to the health or safety of a resident.

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

You also have the right to appeal this denial to an independent hearings officer, per Multnomah County Administrative Rule (MCAR) 890-090-100. To do so, send a written request for a hearing, including the reasons you want a hearing, to the Adult Care Home Program, 421 S.W. Fifth Avenue, Room 405, Portland, Oregon,

97204. Your request for a hearing must be received by this office within twenty (20) days after the day you receive this letter. If you request a hearing but do not come to it, our files on the case would automatically become part of the case record for the purpose of proving a prima facie case. This denial becomes effective in 20 days unless a hearing is requested.

Sincerely,

Mary M. Fassell

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

cc: Carole Isaman
Jean DeMaster



162169

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

June 20, 1996

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

Dear Mr. Shatzer:

This office received a request for a hearing from Mr. Luis Solomon. The Adult Care Home Program denied his application for an adult care home license and he is appealing our decision. Copies of our letter denying his application for a license and his letter requesting a hearing are enclosed.

As is required by MCC 8.90.090, and as a designee of the Director, I am designating you as Hearings Officer in this matter.

I estimate this hearing will take one day. I am not available July 5 or 11.

Sincerely,

Mary M. Fassell

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

Enclosures

00011

Change made: creating mailing list for appeal case

Hearing # 162169

Notification List

Date Prepared: 6/25/96

Respondent:

Luis Solomon
5917 N.E. Prescott, #B
Portland, OR 97218

City Representative:

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

00012

115

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

NOTICE OF HEARING -- Appeal Hearing # 162169

Date Mailed: Fri, Jun 28, 1996

Multnomah County

vs.

Luis Solomon
Respondent(s) / Appellant(s)

Type of violation or nature of determination: appeal - adult care facility
Date of exclusion order or other determination:
Complaint or appeal was filed in the Code
Hearings Office on: Tuesday, June 25, 1996
Bureau case # (if known):
City / County representative: Mary Fassell
Property:

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

Date: Friday, July 19, 1996 Time: 9:00:00 AM
Place: Meeting Room A, second floor of the Portland Building,
1120 S.W. 5th Avenue, Portland, Oregon
Purpose: New case

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

This notice has been mailed to the following parties :

Luis Solomon 5917 N.E. Prescott, #B Portland OR 97218
Mary Fassell Mult. Co. Adult Care Home Program
421 S.W. 5th Avenue, #405 Portland OR 97204-2221
Code Hearings Office

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

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

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

00013



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. Fifth Ave., Room 1017
Portland, Oregon 97204-1960

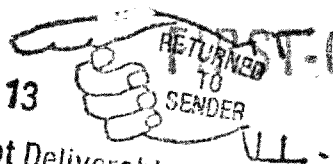
RECEIVED

JUL 5 1996

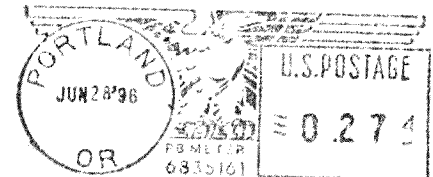
HEARINGS OFFICE

P 383

PRESORTED



13
RETURNED TO SENDER
Not Deliverable as Addressee
UNABLE TO FORWARD

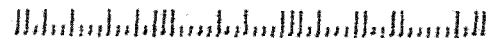


162169

Luis Solomon
5917 N.E. Prescott. #B
Por

SOL0917 972182040 1N 07/01/96
RETURN TO SENDER
NO FORWARD ORDER ON FILE
UNABLE TO FORWARD
RETURN TO SENDER

97204/1960



00014

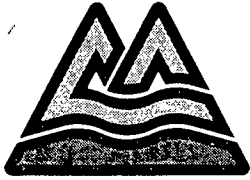
Hearing # 162169

Notification List

Date Prepared: 7/8/96

Respondent: Luis Solomon
5917 N.E. Prescott
Portland, OR 97218

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



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
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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

July 19, 1996

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

RE: Multnomah County vs. Luis Solomon, Appeal Hearing #162169

Dear Mr. Shatzer:

Attached are two exhibits from the County in the above-referenced hearing. They are the LEDS printout for Luis Solomon, and his application for an adult care home license. The part of the application referred to in testimony was the Criminal Authorization Form. It indicates, as Ms. Wiseman testified, that Mr. Solomon answered the question "Have you ever been arrested?" as "No". The form indicates that the signer understands that, "...providing erroneous or false information may result in denial or revocation of a license to operate or work in an adult care home in Multnomah County, Oregon. "

Respectfully,

Mary M. Fassell

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

00016



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

JULY 18, 1996

CITY OF PORTLAND
CODE HEARINGS OFFICE
1120 SW 5TH AVENUE, ROOM 1017
PORTLAND, OREGON 97204

MARY FASSELL
MULTNOMAH COUNTY
ADULT CARE HOME PROGRAM
421 SW 5TH AVENUE, #405
PORTLAND, OREGON 97204-2221

Dear Ms. Fassell:

RE: TELEPHONE CONVERSATION 7/17/96

When you contacted our office on 7/17/96 around 4:45 pm, you left a message for Mr. Solomon stating that hearing #162169 scheduled on 7/19/96 would continue as planned. It is our understanding, however, that the hearing would be rescheduled along with hearing #162173. The hearing notice states that "All requests for postponements and continuances must be in writing and filed with the code hearings office....". Out of respect for this process a certified letter dated 7/11/96 was mailed to the code hearings office and your office as well, requesting that the hearings be combined and rescheduled. We are aware of the fact that the code hearings office is contracted through your office, but we did not know that your office schedules/reschedules hearings? Therefore I would like to reiterate the request that hearing #162169 be rescheduled and combined with hearing #162173. Thank you for your cooperation.

Cordially,

Essie Askew
ESSIE ASKEW
RAFCC OWNER/OPERATOR

Louis Solomon
LOUIS SOLOMON
RAFCC
ERA:pa
Certified Letter

RECEIVED

JUL 22 1996

HEARINGS OFFICE

00017

RAINBOW ADULT FOSTER CARE CENTER

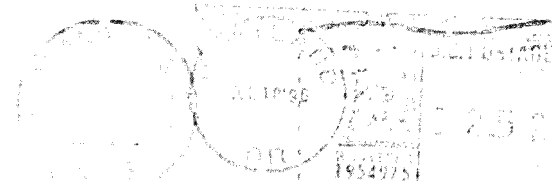


5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

CERTIFIED

P 321 452 648

MAIL



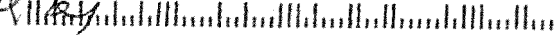
RECEIVED

JUL 22 1996
HEARINGS OFFICE

CITY OF PORTLAND
CODE HEARINGS OFFICE
1120 SW 5TH AVENUE, ROOM 1017
PORTLAND, OREGON 97204

Return Rec'd: Regular

57204-1360 01



00018

Hearing No. 1602169 Page No. 1

[illegible]

MONTH December YEAR 1995

MEDICATION	HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Folic Acid	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Multi Vitamin/Vitamin B1	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	12 NOON	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	2 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	6 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	9 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	9 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Haloperidol	HS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS			LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Diazepam	PRN					LS	LS	LS				LS	LS	LS	LS																	LS

Initial medications and identify initials below

INITIALS	SIGNATURE	INITIALS	SIGNATURE	INSTRUCTIONS
LS	<i>Robert Garcia</i>			1. Initial appropriate box on front when medication is given.
LS	<i>[Signature]</i>			2. Circle initial when medication is held and state the reason on reverse side of form.
				3. State reason for giving and result when PRN Medication is dispensed. Use reverse side of form.
				4. Circle initial when medications are refused, also document on reverse side of form.
				5. If meds are sent with the client, circle your initials on front of form, state reason on back.



RESIDENT'S NAME: Robert Garcia

DOCTOR'S NAME: K. L. Benschling Phone: 282-2446

FII F *ENC*

PRN AND REFUSED MEDICATION NOTES

DATE	HOUR	INITIALS	MEDICATION	REASON
12-5-95	Bedtime	LS	Diazepam	Resident unable to sleep
12-6-95	Bedtime	LS	Diazepam	Resident unable to sleep - wanders all night
12/7/95	Bed	EA	Diazepam	Wouldn't sleep - wandering all night
12/11/95	Bed	LS	Diazepam	Wandering all night - wouldn't sleep
12-12-95	LATE Night	LS	Diazepam	wouldn't sleep - wandering
12/13/95	8am-Noon	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Says meds makes him sick - vomit
12-13	2pm	LS	Dilantin	Can't keep meds down - throws up
12-13	6pm	LS	CARAFATE	Can't keep down meds - throws up
12-13	9pm	LS	Haloperidol/Dilantin/CARAFATE	What take makes him sick - vomit
12/14/95	8am-Noon-2	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Says makes ill on stomach
12-14	10pm	LS	CARAFATE	" " " "
12-14	Bedtime	LS	Diazepam	couldn't sleep - wandering
12/15/95	8am/12/2pm	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	wouldn't say makes ill on stomach
12-15	6pm/9pm	LS	CARAFATE - Dilantin - Haloperidol	Refused says makes him vomit
12/16/95	8am-Noon	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	" " "
12-16	6-9pm	LS	CARAFATE - Dilantin - Haloperidol	" " "
12/17/95	8am-Noon	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	" " "
12-17-95	2-6-9pm	LS	CARAFATE - Dilantin - Haloperidol	" " "
12/18/95	8am-10pm	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Refused makes sick on stomach
12-18	2-6-9pm	LS	CARAFATE - Dilantin - Haloperidol	" " "
12-31	Bedtime	LS	Diazepam	Unable to sleep - wandering all night

VITAL SIGNS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
WEIGHT								
BLOOD PRESSURE								
HEART RATE								

RESIDENT'S NAME: Robert Carcia

DOCTOR'S NAME: K.L. Benschling

Phone: 202-7446

CII E

DISCHARGE SUMMARY

(No dictated summary needed)

≤ 48 hour stay

YEGGY, JULIE E

ADMISSION DATE

12/18/95

DISCHARGE DATE

12/19/95

REASON FOR ADMISSION:

Seizure.

PRINCIPAL DIAGNOSES:

Seizures 2° to ↓ po intake of dilantin.
(Reason for admission)

OTHER DIAGNOSES:

Dementia.

PROCEDURES PERFORMED:

0.

HOSPITAL COURSE:

(Brief description of hospital stay including any abnormal findings)

Did well, became much more agitated on Haldol.
Kept antiseizure meds down, & N/V, & seizure.
To AFL.

CONDITION ON DISCHARGE:

Fair.

FOLLOW-UP INSTRUCTIONS: Preprinted instructions given?

Yes ☐

No ☐

If no, complete below:

Physical Activity:

OOD Ad lib.

Diet:

Usual.

Medications:

Δ Dilantin to 100 mg po TID, the same as admission.
+ ↑ Haldol to 0.5 mg po BID.

Follow-up Care:

2 Dr. Beachy in 7 to 10 wk.

exp. 2

RESIDENT SIGNATURE (If applicable)

DATE

12/19/95

Attending Physician Signature

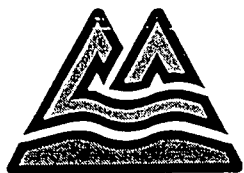
DATE

00021

EXHIBIT

FIRE DRILL AND EVACUATION RECORD

00022



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

CERTIFIED MAIL

June 20, 1996

Mr. Luis Solomon
5917 N.E. Prescott #B
Portland, Oregon 97218

Dear Mr. Solomon:

The Adult Care Home Program has received additional information that indicates that you do not have the necessary good judgment and experience to become licensed as an operator of an adult care home. This information includes the following:

1. A former resident of the home indicated that you were drinking while driving him in your vehicle on June 3, 1996.
2. A nurse indicated that she called you to remind you to take a resident to his doctor's appointment on June 7th. She indicates that you had forgotten about the appointment, that the resident had a serious health need, and may have died if he had not received medical care that morning.

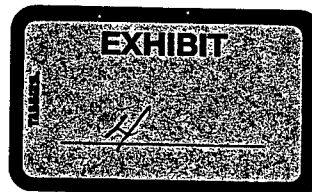
We are amending the denial of your application for an adult care home license to include the above incidents.

Sincerely,

Mary M. Fassell

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

cc: Carole Isaman
Jean DeMaster



00023

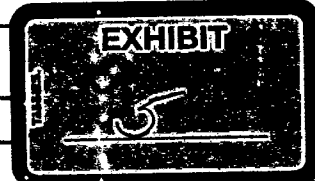
3480
YEAR 96

June 1996 MONTH June 1

MEDICATION	HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Carafate 8m Td 4 Times a day Dilantin 100mg Cephalexin 500mg B-1 Vitamin 100mg Folic Acid 16m Multivitamin	(a.m.)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 16m Dilantin 100mg Cephalexin 500mg	(noon)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 16m Dilantin 100mg Cephalexin 500mg	(6:00)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
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		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 16m Haloperidol 0.5mg	(Bed Time)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA

Initial medications and identify initials below

INITIALS	SIGNATURE	INITIALS	SIGNATURE	INSTRUCTIONS
ERA	Eason R. Asken			1. Initial appropriate box on front when medication is given.
LS	Luis Solomon			2. Circle initial when medication is held and state the reason on reverse side of form.
JS	Jennifer Salas			3. State reason for giving and results when PRN Medication is dispensed. Use reverse side of form.
				4. Circle initial when medications are refused, also document on reverse side of form.
				5. If meds are sent with the client, circle your initials on front of form, state reason on back.



00024

RESIDENT'S NAME: R. G.

DOCTOR'S NAME: Benachio Phone: 282-2446

Exb. 11

month of June
Diazepam 5mg.

Mary gingell
4 of 4

PRN AND REFUSED MEDICATION NOTES

[illegible]

VITAL SIGNS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
WEIGHT									
BLOOD PRESSURE									
HEART RATE									

RESIDENT'S NAME: see R.G. - 1

DOCTOR'S NAME: Dr Bernadine Phone: 282-2446

MSG ID: 00444, SENT 11/27/95 AT 836, FROM LEDS, REUR CK 5668
REUR 5668 LEDS
QWHD.DJB.0R026SSD0.DOROTHY BOISE.NAM/SOLOMAN,LEWIS.DOB/123145.SEX/M.RAC/U.PUR/L.
THE SUBJECT OF UR INQUIRY MAY BE --
BASED ON --NAM,DOB
SID/OR11310994 FBI/
NAM/SOLOMAN,LUIS DOB/123145 SEX/M RAC/B POB/CA
HGT/602 WGT/250 HAI/GRY EYE/BRO FPC/
IF THE SUBJECT OF YOUR INQUIRY IS 'ARRESTED' - SUBMIT STATE AND FBI ARREST
FINGERPRINT CARDS TO OSP IDENTIFICATION SERVICES SECTION TO ESTABLISH A STATE
AND FBI CRIMINAL HISTORY RECORD.

MSG ID: 00446, SENT 11/27/95 AT 836, FROM LEDS, REUR CK 5668
DLP.112795
SOLOMON JR, LUIS
6332 NE 10TH
PORTLAND OR 97211-0000
NO:5572661 TYPE:NONE END:
EXP:00-00-00 ISS:00-00-00 DOB:12-31-45 CDL:NO
SEX:M HEIGHT:0-00 WEIGHT:000
STOPS:00 RES:
****STATUS ON 11/27/95****
CDL:SUSPENDED REFER TO DL
DL:SUSPENDED F/A HEAR 08/09/92 00/00/00 DWS INFRACTION
CONV 03-04-92 05-18-92 N DL I B
201423 D-WASH
SUSP 08-09-92 INDEF F/A HEAR D-WASH TYPE: EXT:
STATUS: REIN 000000 STILL SUSPENDED
DOK 080992 F/A HEAR D-WASH
W9246635 000000
CONV 08-30-95 09-15-95 DWS-I I A
255585 D-MULT G/D
CONV 08-30-95 09-15-95 F C PRF INS I B
255585 D-MULT G/D
CONV 08-30-95 09-15-95 F CH N/AD DL I D
255585 D-MULT G/D

MSG ID: 00442, SENT 11/27/95 AT 838, FROM LEDS, REUR CK 5672
REUR 5672 LEDS
RR.DJB.0R026SSD0.DOROTHY BOISE.SID/11310994.PUR/L.
OREGON CCH RECORD FOR SID/OR11310994 AS OF 11/27/95 AT 08:38
BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME,
A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE
IF FURTHER DETAIL IS DESIRED, COMMUNICATE DIRECTLY TO CONTRIBUTOR
ACTION ITEM: IF SUBJECT IS ARRESTED, SUBMIT 'STATE' AND 'FBI' FINGERPRINT CARDS
SID/OR11310994 FBI/
NAM/SOLOMAN,LUIS DOB/123145 SEX/M RAC/B POB/CA
HGT/602 WGT/250 HAI/GRY EYE/BRO FPC/
ARREST #01 02-25-95 0R0260200-PD PORTLAND FPN/19716425
NAME USED/SOLOMAN,LUIS LAN/MCL480909
01 ORS 166.065 HARASSMENT
ENTERED 03/03/95 LAST UPDATED 03/03/95
OREGON STATE POLICE
IDENTIFICATION SERVICES SECTION
3772 PORTLAND ROAD NE
SALEM, OREGON 97303-2500



00025



APPLICATION FOR ADULT CARE HOME LICENSE
NEW OPERATOR
MULTNOMAH COUNTY OREGON

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

RECEIVED

DEC - 8 1995

BOARD OF COUNTY COMMISSIONERS

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

Directions: Read carefully, complete *one* application *in full* for each Adult Care Home (ACH), and return to the above address with appropriate license application fees. **A LICENSE IS NOT TRANSFERRABLE TO ANOTHER ADDRESS OR PERSON. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.** Please PRINT with PEN or TYPE. Make a COPY for your records.

AMT RECEIVED askew pd.

Name of Applicant Louis Solomon Jr SS # 539 - 42 - 3880
Date of birth 12/31/45 (Person applying for a license to operate an ACH)
Name of Co-Applicant Essie R Askew SS # 429 - 64 - 8650
Date of birth 10/16/37 (Person applying for a license to co-operate an ACH)

Name of Resident Manager _____ SS # _____
Date of birth 1/1 (Person applying as Resident Manager of an ACH)

1. Facility Address: 5917 N.E. prescott #8 City portland Zip 97218
Mailing Address: 5917 N.E. prescott City portland Zip 97218
Facility Phone: (503) 281-5750 Business Phone: (503) 281-5750
(283-1639 today)

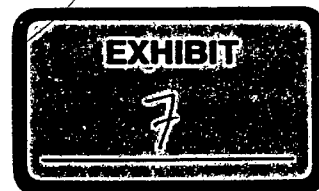
2. List all other homes currently or previously licensed by the applicant or spouse:
Address City/State/Zip Address City/State/Zip
5917 N.E. prescott portland Ore. 97218
(attach separate sheet if necessary)

3. List all other adult care homes operated by your relatives (blood or marriage):
Name Address City/State/Zip Name Address City/State/Zip

(attach separate sheet if necessary)

4. Type of Dwelling: ☐ House ☐ Mobile Home ☐ Duplex ☐ Apartment ☐ Other _____
Number of Bedrooms: 2 Number of Bathrooms: _____
Number of Adults: 3 Number of Children and Ages: _____
Number of Potential Residents: N/A
Number of Relatives Living in Your Home: N/A
Number of Others you will be caring for in your home: _____

00026



REVISED

DEC - 8 1995

14. Special Qualifications

- ☐ Registered Nurse: State _____ License # _____
☐ Licensed Practical Nurse State _____ License # _____
☐ Certified Nurses Aide (enclose certification copy)
☐ Certified Medi-Aide (enclose certification copy)
☐ First Aid Training Date ____/____/____
☐ Other NA

15. Give last five years employment history:

Name and Address of Employer	Job Responsibilities	From/To
<u>Fajisig Comp.</u>	<u>Wareworkmen</u>	<u>12-27-89-93</u>
<u>ADULT Home care</u>	<u>provider</u>	<u>1-1-90-5-95</u>
<u>ESD</u>	<u>provider</u>	<u>1-1-90-94</u>

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

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

18. OWNER, PARTNER, CORPORATION INFORMATION

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

Name	Address	Telephone	% Ownership
<u>ESSIE ASKEW</u>	<u>7930 N. Newell</u>	<u>(503) 283-639</u>	<u>ESSIE ASKEW</u>

(attach separate sheet if necessary)

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

[Signature] 12-7-95
 Signature of Operator Date

00027



**ADULT CARE
HOME PROGRAM**

421 SW 5TH, RM 405, PORTLAND OR 97204-2221

RECEIVED

DEC - 8 1995

FEE DETERMINATION FORM

1. **Number of Beds** applying for: _____ X \$40.00 per bed =
(\$200 maximum bed fee. This fee covers the criminal record check for the Operator and Co-operator.)

\$ 0/A

2. **Resident Manager***: Must be at least 21 years of age (has primary responsibility for a 24 hour period on a regular basis)

Will you be hiring a Resident Manager(s) ___NO___ YES

If YES: Number of Resident Manager(s): _____ X \$25.00 per person

\$ 0/A

3. **Substitute Caregiver***: Must be at least 21 years of age (provides care in the home for less than 24 hours per day; may be solely responsible for periods of less than 24 hours)

4. **Substitute Caregiver***: 18, 19 or 20 years of age (provides care in the home but may not have sole responsibility for a period of longer than 2 hours)

Will you be hiring Substitute Caregivers who are either 18 to 20 years of age or 21 years of age or older? ___NO___ YES

If YES: Number of Substitute Caregivers: _____ X \$10.00 per person

\$

TOTAL ENCLOSED:

\$

PLEASE MAKE CHECKS PAYABLE TO:

**MULTNOMAH COUNTY AGING SERVICES
DIVISION (ASD)**

***NOTE 1:**

You must have a plan for your home to have at least one Resident Manager, Caregiver or Substitute Caregiver for the times when you must be away.

****NOTE 2:**

You need to be sure that any individuals who will be a Resident Manager, Caregiver or Substitute Caregiver have a completed Criminal Record Check on file at the Adult Care Home office.

00028

**MULTNOMAH COUNTY**

Aging Services Division (503) 248-3620
Adult Care Home Program (503) 248-3000

OWNER/PROVIDER _____

ADDRESS _____

DEC - 8 1995**CRIMINAL AUTHORIZATION FORM**

A yearly criminal record check is required for all persons over age 16 who live in, work in or frequently visit an adult care home. This form will be returned to you if it is not completed correctly.

MY SIGNATURE BELOW INDICATES THAT I DECLARE UNDER PENALTIES OF PERJURY THAT THE INFORMATION PROVIDED BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT PROVIDING ERRONEOUS OR FALSE INFORMATION MAY RESULT IN DENIAL OR REVOCATION OF A LICENSE TO OPERATE OR WORK IN AN ADULT CARE HOME IN MULTNOMAH COUNTY, OREGON.

OPERATOR:

FULL LEGAL NAME

Luis Solomon Jr

(First Name, Middle Name, Last Name)

OTHER NAME(S) USED

NOSEX: [M] [F]DATE OF BIRTH 12-31-45SOCIAL SECURITY NUMBER 539-42-3880HAVE YOU EVER BEEN ARRESTED? YES ___ NO X STATES: _____

I authorize the Aging Services Division to obtain information about me from the Oregon State Police and other law enforcement agencies and courts:

SIGNATURE: Luis Solomon JrDate: 12-7-95**CO-OPERATOR:**

FULL LEGAL NAME _____

(First Name, Middle Name, Last Name)

OTHER NAME(S) USED _____

SEX: [M] [F]

DATE OF BIRTH _____

SOCIAL SECURITY NUMBER _____

HAVE YOU EVER BEEN ARRESTED? YES ___ NO ___ STATES: _____

I authorize the Aging Services Division to obtain information about me from the Oregon State Police and other law enforcement agencies and courts:

SIGNATURE: _____

Date: _____

ALL OTHER EMPLOYEES, FAMILY MEMBERS OR FREQUENT VISITORS TO THE ADULT CARE HOME MUST COMPLETE THE INFORMATION ON THE REVERSE SIDE OF THIS FORM AND SIGN THE FORM. YOU DO NOT NEED TO HAVE FAMILY MEMBERS OF PERSONS RECEIVING CARE IN YOUR HOME COMPLETE THIS FORM. A \$25 ANNUAL SET-UP AND PROCESSING FEE IS REQUIRED FOR EACH RESIDENT MANAGER. A \$10 ANNUAL SET-UP AND PROCESSING FEE IS REQUIRED FOR EACH CAREGIVER. NO PROCESSING FEE IS REQUIRED FOR OPERATORS OR FAMILY MEMBERS NOT PROVIDING CARE.

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MULTNOMAH COUNTY OREGON

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

DEC - 8 1995

BOARD OF COUNTY COMMISSIONERS
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Leis Salomon Jr
Applicant Name

5917 NE Prescott
Care Home Address

539-42-3888
Applicant Social Security Number

(503) 283-1639
Applicant's Phone Number

The above-named person has applied for a license to operate an Adult Care Home. Adult Care Homes provide room and board and care, room and care, or room and board only to elderly persons over 60, or to adults over 18 who are physically, mentally or emotionally handicapped or alcohol/drug dependent. Your name has been given as a reference. We would appreciate it if you would complete this form as soon as possible and return it to the above address. Please call our office at 248-3000 if you have any questions.

How long have you known this person? 10 years

In what capacity? FRIEND - FELLOW CHURCH MEMBER

Do you have any knowledge that could lead you to question this person's ability to provide care to elderly, handicapped or dependent persons? no

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

TO YOUR KNOWLEDGE, does this person:

Understand people?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Get along with others?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to deal with behavior problems?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to cope with stress?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to budget money?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to keep accurate records?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this person dependable?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

TO YOUR KNOWLEDGE, does this person have experience working with the following persons:

Elderly	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Physically handicapped	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Mentally retarded	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Emotionally disabled	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Alcohol/drug dependent	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Personal Statement: GOD FELLOW!

Signed

Date

Occupation

Printed Name F.A. ALVEY Address 123 N. Michigan Zip 97207 Phone 281-9661



MULTNOMAH COUNTY OREGON

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

DEC - 8 1995

BOARD OF COUNTY COMMISSIONERS
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Luis Solomon Jr
Applicant Name

5917 NE Prescott
Care Home Address

539-42-3880
Applicant Social Security Number

(503) 283-1639
Applicant's Phone Number

The above-named person has applied for a license to operate an Adult Care Home. Adult Care Homes provide room and board and care, room and care, or room and board only to elderly persons over 60, or to adults over 18 who are physically, mentally or emotionally handicapped or alcohol/drug dependent. Your name has been given as a reference. We would appreciate it if you would complete this form as soon as possible and return it to the above address. Please call our office at 248-3000 if you have any questions.

How long have you known this person? 5 yrs

In what capacity? AS A FRIEND

Do you have any knowledge that could lead you to question this person's ability to provide care to elderly, handicapped or dependent persons? No

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

TO YOUR KNOWLEDGE, does this person:

- Understand people?
- Get along with others?
- Have the ability to deal with behavior problems?
- Have the ability to cope with stress?
- Have the ability to budget money?
- Have the ability to keep accurate records?
- Is this person dependable?

☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO

TO YOUR KNOWLEDGE, does this person have experience working with the following persons:

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

☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO
☒ YES ☐ NO

Personal Statement: _____

Signed

Date

Occupation

Printed Name

Address

Zip

Phone



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
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DEC - 8 1995

Luis Salomon Jr
Applicant Name

5917 N.E. Prescott
Care Home Address

539-42-3880
Applicant Social Security Number

(503) 283-1639
Applicant's Phone Number

The above-named person has applied for a license to operate an Adult Care Home. Adult Care Homes provide room and board and care, room and care, or room and board only to elderly persons over 60, or to adults over 18 who are physically, mentally or emotionally handicapped or alcohol/drug dependent. Your name has been given as a reference. We would appreciate it if you would complete this form as soon as possible and return it to the above address. Please call our office at 248-3000 if you have any questions.

How long have you known this person? 6 years

In what capacity? Personal Friend / Church

Do you have any knowledge that could lead you to question this person's ability to provide care to elderly, handicapped or dependent persons? none

To your knowledge, has this person or other members of the home ever been known to abuse drugs or alcohol? not to my knowledge

TO YOUR KNOWLEDGE, does this person:

Understand people?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Get along with others?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to deal with behavior problems?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to cope with stress?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to budget money?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Have the ability to keep accurate records?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this person dependable?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

TO YOUR KNOWLEDGE, does this person have experience working with the following persons:

Elderly	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Physically handicapped	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Mentally retarded	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Emotionally disabled	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Alcohol/drug dependent	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Personal Statement: Luis past experience with care will benefit him in this venture. I support his efforts

William T. Tress
Signed

12/7
Date

Business Planning mgr
Occupation S.C. Penney Co

Printed Name William T. Tress Address 5520 S.W. 154th Pl Zip 97007 Phone 626-6087

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DEC - 8 1995

MULTNOMAH COUNTY OREGON

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

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GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

The information we receive will be used to evaluate your ability to operate or work in an adult care home. By signing this form you are giving permission for these agencies/persons to share information about you and your situation.

Solomon LYLS 12-31-45 539-42-388
Applicant's Last Name First Name Date of Birth Social Security #
5917 W. E. prescott portland oregon (503) 281-5756
Applicant's Address City / State / Zip Telephone

I AUTHORIZE THE FOLLOWING INDIVIDUALS OR AGENCIES:

- ☐ Medical/Psychiatric Professionals
- ☐ Mental Health (to include Counselors, Psychologists, Alcohol/Drug treatment, Therapist)
- ☐ Credit reporting agencies
- ☐ Other _____

(NOTE: Alcohol/Drug, Mental Health and Medical Records include all aspects of diagnosis, treatment and prognosis.)

TO PROVIDE INFORMATION TO: The Adult Care Home Program
421 SW 5th Room 405
Portland OR, 97204

PURPOSE: The information received will be used to evaluate my ability to care for elderly/dependent persons. This permission is good for one year and will be renewed annually.

I can cancel this authorization at any time, but I understand that the cancellation will not affect any information that was already released before the cancellation. I understand that information about my application is confidential and protected by state and federal law. I approve the release of this information. I understand what this agreement means. I am signing on my own and have not been pressured to do so. I understand signing this document is a condition of licensure.

[Signature]
Signature of Person filling out form

12-8-95
Date

To those receiving information under this authorization: This information disclosed to you is protected by state and federal law. You are not authorized to release it to any agency or person listed on this form without specific written consent of the person to whom it pertains unless authorized by other laws.

00033

BOARD OF
COUNTY COMMISSIONERS

96 SEP 12 PM 2:15

In the Matter of the Denial) City Hearing Office
of the Adult Care Home License) MULTNOMAH COUNTY 162169
Application of Luis Solomon) OREGON

Adult Care Home Program's
Rebuttal to Operator's
Exceptions

BACKGROUND

On May 6, 1996, the Adult Care Home Program notified Mr. Solomon of the denial of his application for an adult care home license.

Mr. Solomon requested a hearing, and the matter was set for hearing on July 19, 1996 at 9 am. Mr. Solomon failed to appear at his hearing. The ACHP presented the evidence on which it had denied the license application. Based on this record, the hearing officer affirmed the ACHP's denial of Mr. Solomon's license. (July 26, 1996 Hearing Order, Exhibit A).

ARGUMENT

The Board should affirm the hearing officer on the record. Mr. Solomon failed to appear at his own hearing, or to provide any evidence. He has no basis for asking that this matter be reheard. The hearing order indicates that Mr. Solomon was notified of the time and place of hearing on June 28, 1996. He then failed to appear on July 19, 1996. On July 22, 1996, the hearing officer received a mailed request that the July 19, 1996 hearing be rescheduled. Such a request for postponement is untimely and could not have been granted. No reason was given why Mr. Solomon could not have attended his hearing. The

1 hearing was scheduled at his request. He was provided with an
2 opportunity to be heard and failed to use it.

3 The hearing officer indicated that the ACHP's evidence fully
4 supports the conclusion that Mr. Solomon "lacks the required
5 ability, good character, judgment and cooperation required of an
6 adult care home operator." This evidence was based on staff
7 observations of Mr. Solomon while he functioned as an unapproved
8 resident manager in Ms. Essie Askew's home. The hearing officer
9 indicated that the evidence demonstrated Mr. Solomon functioned
10 as a caregiver and operated a motor vehicle while under the
11 influence of alcohol. He also concluded that "the record is
12 replete with evidence of Mr. Solomon's lack of honesty and candor
13 in dealing with ACHP staff." Exhibit A at 3.

14 CONCLUSION

15 The ACHP correctly determined that Mr. Solomon should not be
16 licensed as an adult care home operator. The hearing officer
17 affirmed this determination at a hearing which Mr. Solomon failed
18 to attend. The Board should accept the hearing officer's order
19 on the record. A Form of Order is attached for this purpose.

20 DATED this 12th day of September, 1996.

21 Respectfully submitted,

22 LAURENCE KRESSEL, COUNTY COUNSEL
23 FOR MULTNOMAH COUNTY, OREGON

24 By Katie Gaetjens
25 Katie Gaetjens
Assistant County Counsel

26 Data\Advisory\Gaetjens\Solomon ACHPRebuttal Operator's Exceptions.doc



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. Fifth Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

HEARINGS OFFICER'S ORDER

APPEAL OF LUIS SOLOMON

HEARING NO. 162169

DATE OF HEARING: Friday, July 19, 1996

APPEARANCES:

Ms. Mary Fassell, for Multnomah County
The appellant, Luis Solomon, did not appear

HEARINGS OFFICER: Mr. William W. Shatzer

STATEMENT OF THE CASE:

This is an appeal from a determination of the Multnomah County Adult Care Home Program, denying the application of the appellant, Luis Solomon, for a Multnomah County Adult Care Home License. On or about December 8, 1995, the appellant submitted an application to the Multnomah County Adult Care Program for a license to operate an Adult Care Home. On or about May 6, 1996, the Sanctions Specialist for the Multnomah County Adult Care Program issued a Notice of Sanctions denying appellant's license application on the grounds that Mr. Solomon had failed to demonstrate the required abilities, good personal character, judgment, and cooperation as required under MCAR 890-020-200 and 890-020-260. Mr. Solomon appealed that denial pursuant to MCC 8.90.090 and MCAR 890-090-100. This proceeding followed:

PRELIMINARY RULING:

This matter was set for hearing at 9:00 A.M. on Tuesday, July 19, 1996. Written notification of the time, date and place of hearing was provided to all interested parties, including Mr. Solomon on June 28, 1996.

Mr. Solomon did not appear at the scheduled time for hearing on the morning of July 19, and, after waiting some time, the County was allowed to proceed and present its prima facie case. On the morning of July 22, 1996, the hearings officer received a mailed request from Mr. Solomon requesting that the scheduled July 19 hearing be rescheduled.

Mr. Solomon's request was not timely filed nor has any good cause for his failure to file in a timely manner been shown. Moreover, no good cause for a postponement itself has been shown. The request for postponement is denied.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Mr. Solomon was employed as an unapproved caregiver in an Adult Care Home operated by a Ms. Essie Askew from approximately November 1995 through the present. During that period, Multnomah County Adult Care Program personnel had numerous opportunities to observe Mr. Solomon's conduct, competence, and behavior in that capacity. Those observations fully support and justify the conclusion that Mr. Solomon lacks the required ability, good character, judgment and cooperation required of Adult Care Home operators and the denial of his license application.

1. Evidence of Intoxication and Inappropriate Use of Alcohol:

The evidence shows that on at least three occasions, Mr. Solomon, while present as a caregiver in Ms. Askew's Adult Care Home, was under the influence of alcohol. Quite obviously, the excessive consumption of alcoholic beverages while serving as a caregiver is inconsistent with the duties and responsibilities of a caregiver in an Adult Care Home and demonstrates a lack of good judgment and good character. On other occasions, Mr. Solomon operated a motor vehicle with an Adult Care Home Resident as a passenger while Mr. Solomon was consuming alcohol. While the evidence does not demonstrate that Mr. Solomon was actually intoxicated while operating the vehicle, operating a motor vehicle while consuming alcoholic beverages demonstrates a lack of sound judgment and good character.

Mr. Solomon's inappropriate use of alcohol demonstrates both that he has an alcohol problem which compromises his ability to operate an Adult Care Home in violation of MCAR 890-080-120(k)(C) and that he lacks the required sound judgment and good character in violation of MCAR 890-020-220(b) and (c).

2. Evidence of Dishonesty:

The record is replete with evidence of Mr. Solomon's lack of honesty and candor in dealing with Multnomah County Adult Care Home Program staff.

A. Mr. Solomon answered "no" to the question on his written license application (Exhibit 7) "Have you ever been arrested?" when, in fact, he had been arrested on or about February 25, 1995, for the crime of harassment. Furnishing untruthful information to the Multnomah County Adult Care Program demonstrates a lack good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

B. Multnomah County Adult Care Program staff held an administrative conference with Mr. Solomon to discuss, among other things, the harassment arrest which had been disclosed by his criminal records check. During the course of that conference, Mr. Solomon claimed that he was unable to provide any details of the incident surrounding the harassment arrest because he was too drunk at the time to remember the incident. Later during the course of the same conference, Mr. Solomon denied he had a drinking problem and claimed not to "have had a drink in twenty years."

Quite obviously, the two statements are mutually inconsistent and cannot both be true. Providing untrue and mutually contradictory statements to County personnel demonstrates a lack good

character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

C. Patricia Askew, the daughter of Essie Askew, had been denied approval as an approved caregiver for Ms. Askew's Adult Care Home because of a previous criminal conviction. When a Multnomah County staff person visited Ms. Askew's Adult Care Home on December 13, 1995, he found only Patricia Askew present on the premises, apparently acting as caregiver for the home despite the fact she was not approved as a caregiver and was prohibited from being in the home on a regular basis. During the County's investigation of this incident, Mr. Solomon affirmatively represented to County personnel that he, not Patricia Askew, was the caregiver actually present in the home at that time. Mr. Solomon attempted to explain why only Patricia Askew and not Mr. Solomon was found on the premises by claiming, alternately, that he had "been in the basement" and had "been out back, mowing the lawn."

Again, quite obviously, both of these mutually inconsistent statements cannot be true and it is unlikely that either of them are. Moreover, Mr. Solomon's claim that he was outside mowing the lawn on December 13 stretches credibility to the breaking point. Providing untrue and mutually conflicting statements to County personnel demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

D. County staff again visited Ms. Askew's Adult Care Home on February 27, 1996. Prior to Mr. Solomon's answering the door of the main house, County staff observed Patricia Askew exit the rear door of the main house and enter one of the "cottages" on the rear of the property. When questioned by County Staff, Mr. Solomon insisted that Patricia Askew was not and had not been present on the property and that only Mr. Solomon and the residents were present. When County staff requested to inspect the "cottage" at the rear of the property, Mr. Solomon insisted that there was no one in the cottage and initially refused to allow the County staff access to the building. Ultimately, County staff were successful in convincing Mr. Solomon to allow them access to the "cottage" where Patricia Askew was discovered hiding behind a bedroom door.

Mr. Solomon's statements to County staff on this occasion were manifestly untrue and were an attempt to conceal Patricia Askew's unauthorized and improper presence on the premises and to mislead County staff. In providing false and misleading information to County staff and in attempting to conceal a Rule violation, Mr. Solomon demonstrated a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

E. On the February 27 visit, County staff requested to inspect the fire drill records for Ms. Askew's Adult Care Home. Mr. Solomon was unable to locate or provide a copy of the fire drill records but informed County staff that a fire drill had been conducted on February 17, 1996, and that it had been documented by Ms. Askew. At a subsequent staff visit on March 20, 1996, a fire drill record was produced which documented a February 17, 1996, and a March 9, 1996, fire drill but no fire drill for January. On March 26, 1996, this fire drill record had disappeared and Ms. Askew produced a different fire drill record (Exhibit 3) which purported to document January 19, February 17, and March 9, 1996 fire drills. Contrary to Mr. Solomon's statement on February 27, 1996, this fire drill record showed that the February 17, 1996, fire drill was documented by Mr. Solomon, not Ms. Askew, and, indeed, showed that Ms. Askew was not even present on the premises at the time of the purported drill.

Clearly, Exhibit 3 was prepared sometime after March 20, 1996, and was an attempt to conceal the fact that the required January fire drill had either not been held or had not been properly

documented. Mr. Solomon obviously participated in the preparation of this document as he verified the purported February 17, 1996, fire drill.

By his participation in the preparation of this fire drill document, Mr. Solomon intended to mislead County staff and to conceal a violation of the applicable Administrative Rules. This demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a). Moreover, Mr. Solomon's statement on February 27 that Ms. Askew had documented the February 17 fire drill and Mr. Solomon's initials on Exhibit 3 that he documented the February 17 fire drill and that Ms. Askew was not even present at the time are mutually inconsistent and cannot both be truthful. Providing untrue and mutually conflicting statements to County personnel demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

Multnomah County has provided ample evidence to demonstrate that the appellant, Luis Solomon lacks the sound judgment and good character required of an Adult Care Home Operator under MCAR 890-020-200 and that he has failed to evidence the required cooperation with Multnomah County staff in violation of 890-020-260. The Notice of Sanctions should be sustained.

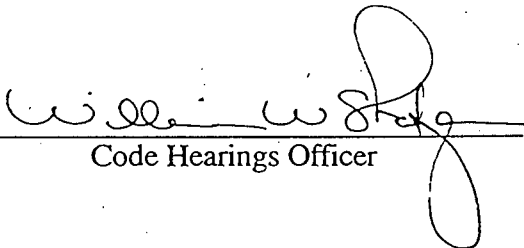
ORDER AND DETERMINATION:

The Notice of Sanctions dated May 6, 1996, denying the application of the appellant Luis Solomon for a Multnomah County Adult Care Home License is hereby SUSTAINED.

This order and determination has been mailed to the parties on July 26, 1996, and shall become final on August 15, 1996, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: July 26, 1996

WWS:ry


Code Hearings Officer

BEFORE THE COUNTY BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of the Denial)
of the Adult Care Home License)
Application of Luis Solomon)

ORDER
96-165

The Board of County Commissioners has reviewed the record, Hearing Officer's Order and the Adult Care Home Program's Response regarding the appeal of Luis Solomon from an Order of the Hearing Officer affirming the Adult Care Home Program's denial of his license application to operate an adult care. The Hearing Officer found that the evidence indicated that on at least three occasions, while functioning as a caregiver, Mr. Solomon was under the influence of alcohol. On one occasion, he was consuming alcohol while driving a resident of the home in a motor vehicle. The Hearing Officer found that Mr. Solomon's inappropriate use of alcohol demonstrated that his ability to operate an Adult Care Home was compromised, in violation of MCAR 890-080-120(k)(c) and that he lacked the sound judgment and good character required by MCAR 890-020-220.

The Hearing Officer also found that Mr. Solomon was dishonest in his dealings with the Adult Care Home Program, including lying about his arrest history on the written license application and his drinking history during an administrative conference. The Hearing Officer found that the numerous instances of dishonesty violated both MCAR 890-020-220 (c), in demonstrating a lack of good character, and MCAR 890-020-260(a),

1 by failing to cooperate with County staff.

2 The Board accepts the Hearing Officer's Order, attached
3 hereto as Exhibit A. The Board finds that the Hearing Officer's
4 Order is fully supported by the record and that there are no
5 grounds for rejecting or modifying the Hearing Officer's Order.

6 IT IS HEREBY ORDERED that the Order of the Hearing Officer
7 in the appeal of Luis Solomon is accepted.

8 Review of this final Order may be taken solely and
9 exclusively by Writ of Review in the manner set forth in ORS
10 34.020 to 34.100.

11 Approved this 19th day of September, 1996.



13 BOARD OF COUNTY COMMISSIONERS
14 MULTNOMAH COUNTY, OREGON

15 By Don Gaetjens
16 for Beverly Stein, Chair
17
18
19
20

21 REVIEWED:

22 PETER KASTING, SPECIAL COUNSEL
23 FOR MULTNOMAH COUNTY, OREGON

24 By Peter Kasting
25 Peter Kasting
26

H/Data/Advisory/Gaetjens/Solomon Board Order.doc

Page 2 - Solomon Board Order

Multnomah County Counsel
1120 S.W. Fifth Avenue, Suite 1530
Portland, Oregon 97204
(503) 248-3138



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. Fifth Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

HEARINGS OFFICER'S ORDER

APPEAL OF LUIS SOLOMON

HEARING NO. 162169

DATE OF HEARING: Friday, July 19, 1996

APPEARANCES:

Ms. Mary Fassell, for Multnomah County
The appellant, Luis Solomon, did not appear

HEARINGS OFFICER: Mr. William W. Shatzer

STATEMENT OF THE CASE:

This is an appeal from a determination of the Multnomah County Adult Care Home Program, denying the application of the appellant, Luis Solomon, for a Multnomah County Adult Care Home License. On or about December 8, 1995, the appellant submitted an application to the Multnomah County Adult Care Program for a license to operate an Adult Care Home. On or about May 6, 1996, the Sanctions Specialist for the Multnomah County Adult Care Program issued a Notice of Sanctions denying appellant's license application on the grounds that Mr. Solomon had failed to demonstrate the required abilities, good personal character, judgment, and cooperation as required under MCAR 890-020-200 and 890-020-260. Mr. Solomon appealed that denial pursuant to MCC 8.90.090 and MCAR 890-090-100. This proceeding followed.

PRELIMINARY RULING:

This matter was set for hearing at 9:00 A.M. on Tuesday, July 19, 1996. Written notification of the time, date and place of hearing was provided to all interested parties, including Mr. Solomon on June 28, 1996.

Mr. Solomon did not appear at the scheduled time for hearing on the morning of July 19, and, after waiting some time, the County was allowed to proceed and present its prima facie case. On the morning of July 22, 1996, the hearings officer received a mailed request from Mr. Solomon requesting that the scheduled July 19 hearing be rescheduled.

Mr. Solomon's request was not timely filed nor has any good cause for his failure to file in a timely manner been shown. Moreover, no good cause for a postponement itself has been shown. The request for postponement is denied.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Mr. Solomon was employed as an unapproved caregiver in an Adult Care Home operated by a Ms. Essie Askew from approximately November 1995 through the present. During that period, Multnomah County Adult Care Program personnel had numerous opportunities to observe Mr. Solomon's conduct, competence, and behavior in that capacity. Those observations fully support and justify the conclusion that Mr. Solomon lacks the required ability, good character, judgment and cooperation required of Adult Care Home operators and the denial of his license application.

1. Evidence of Intoxication and Inappropriate Use of Alcohol:

The evidence shows that on at least three occasions, Mr. Solomon, while present as a caregiver in Ms. Askew's Adult Care Home, was under the influence of alcohol. Quite obviously, the excessive consumption of alcoholic beverages while serving as a caregiver is inconsistent with the duties and responsibilities of a caregiver in an Adult Care Home and demonstrates a lack of good judgment and good character. On other occasions, Mr. Solomon operated a motor vehicle with an Adult Care Home Resident as a passenger while Mr. Solomon was consuming alcohol. While the evidence does not demonstrate that Mr. Solomon was actually intoxicated while operating the vehicle, operating a motor vehicle while consuming alcoholic beverages demonstrates a lack of sound judgment and good character.

Mr. Solomon's inappropriate use of alcohol demonstrates both that he has an alcohol problem which compromises his ability to operate an Adult Care Home in violation of MCAR 890-080-120(k)(C) and that he lacks the required sound judgment and good character in violation of MCAR 890-020-220(b) and (c).

2. Evidence of Dishonesty:

The record is replete with evidence of Mr. Solomon's lack of honesty and candor in dealing with Multnomah County Adult Care Home Program staff.

A. Mr. Solomon answered "no" to the question on his written license application (Exhibit 7) "Have you ever been arrested?" when, in fact, he had been arrested on or about February 25, 1995, for the crime of harassment. Furnishing untruthful information to the Multnomah County Adult Care Program demonstrates a lack good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

B. Multnomah County Adult Care Program staff held an administrative conference with Mr. Solomon to discuss, among other things, the harassment arrest which had been disclosed by his criminal records check. During the course of that conference, Mr. Solomon claimed that he was unable to provide any details of the incident surrounding the harassment arrest because he was too drunk at the time to remember the incident. Later during the course of the same conference, Mr. Solomon denied he had a drinking problem and claimed not to "have had a drink in twenty years."

Quite obviously, the two statements are mutually inconsistent and cannot both be true. Providing untrue and mutually contradictory statements to County personnel demonstrates a lack good

character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

C. Patricia Askew, the daughter of Essie Askew, had been denied approval as an approved caregiver for Ms. Askew's Adult Care Home because of a previous criminal conviction. When a Multnomah County staff person visited Ms. Askew's Adult Care Home on December 13, 1995, he found only Patricia Askew present on the premises, apparently acting as caregiver for the home despite the fact she was not approved as a caregiver and was prohibited from being in the home on a regular basis. During the County's investigation of this incident, Mr. Solomon affirmatively represented to County personnel that he, not Patricia Askew, was the caregiver actually present in the home at that time. Mr. Solomon attempted to explain why only Patricia Askew and not Mr. Solomon was found on the premises by claiming, alternately, that he had "been in the basement" and had "been out back, mowing the lawn."

Again, quite obviously, both of these mutually inconsistent statements cannot be true and it is unlikely that either of them are. Moreover, Mr. Solomon's claim that he was outside mowing the lawn on December 13 stretches credibility to the breaking point. Providing untrue and mutually conflicting statements to County personnel demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

D. County staff again visited Ms. Askew's Adult Care Home on February 27, 1996. Prior to Mr. Solomon's answering the door of the main house, County staff observed Patricia Askew exit the rear door of the main house and enter one of the "cottages" on the rear of the property. When questioned by County Staff, Mr. Solomon insisted that Patricia Askew was not and had not been present on the property and that only Mr. Solomon and the residents were present. When County staff requested to inspect the "cottage" at the rear of the property, Mr. Solomon insisted that there was no one in the cottage and initially refused to allow the County staff access to the building. Ultimately, County staff were successful in convincing Mr. Solomon to allow them access to the "cottage" where Patricia Askew was discovered hiding behind a bedroom door.

Mr. Solomon's statements to County staff on this occasion were manifestly untrue and were an attempt to conceal Patricia Askew's unauthorized and improper presence on the premises and to mislead County staff. In providing false and misleading information to County staff and in attempting to conceal a Rule violation, Mr. Solomon demonstrated a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

E. On the February 27 visit, County staff requested to inspect the fire drill records for Ms. Askew's Adult Care Home. Mr. Solomon was unable to locate or provide a copy of the fire drill records but informed County staff that a fire drill had been conducted on February 17, 1996, and that it had been documented by Ms. Askew. At a subsequent staff visit on March 20, 1996, a fire drill record was produced which documented a February 17, 1996, and a March 9, 1996, fire drill but no fire drill for January. On March 26, 1996, this fire drill record had disappeared and Ms. Askew produced a different fire drill record (Exhibit 3) which purported to document January 19, February 17, and March 9, 1996 fire drills. Contrary to Mr. Solomon's statement on February 27, 1996, this fire drill record showed that the February 17, 1996, fire drill was documented by Mr. Solomon, not Ms. Askew, and, indeed, showed that Ms. Askew was not even present on the premises at the time of the purported drill.

Clearly, Exhibit 3 was prepared sometime after March 20, 1996, and was an attempt to conceal the fact that the required January fire drill had either not been held or had not been properly

documented. Mr. Solomon obviously participated in the preparation of this document as he verified the purported February 17, 1996, fire drill.

By his participation in the preparation of this fire drill document, Mr. Solomon intended to mislead County staff and to conceal a violation of the applicable Administrative Rules. This demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a). Moreover, Mr. Solomon's statement on February 27 that Ms. Askew had documented the February 17 fire drill and Mr. Solomon's initials on Exhibit 3 that he documented the February 17 fire drill and that Ms. Askew was not even present at the time are mutually inconsistent and cannot both be truthful. Providing untrue and mutually conflicting statements to County personnel demonstrates a lack of good character in violation of MCAR 890-020-220(c) and a failure to cooperate with County staff in violation of MCAR 890-020-260(a).

Multnomah County has provided ample evidence to demonstrate that the appellant, Luis Solomon lacks the sound judgment and good character required of an Adult Care Home Operator under MCAR 890-020-200 and that he has failed to evidence the required cooperation with Multnomah County staff in violation of 890-020-260. The Notice of Sanctions should be sustained.

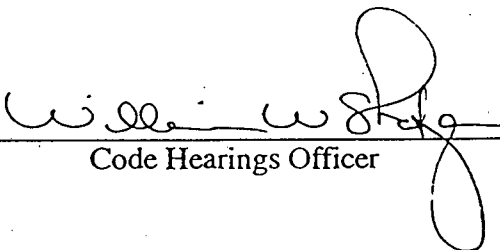
ORDER AND DETERMINATION:

The Notice of Sanctions dated May 6, 1996, denying the application of the appellant Luis Solomon for a Multnomah County Adult Care Home License is hereby SUSTAINED.

This order and determination has been mailed to the parties on July 26, 1996, and shall become final on August 15, 1996, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: July 26, 1996

WWS:ry


Code Hearings Officer

MEETING DATE: September 19, 1996
AGENDA #: R-5
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Essie Rene Askew Adult Care Home License Appeal/Hearing No. 162173

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, September 19, 1996
AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: City Atty. Pete Kasting TELEPHONE #: 823-4047
BLDG/ROOM #: 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting, ^{ESSIE ASKEW} Luis Solomon, Katie Gaetiens

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

Board Decision and Consideration of an ORDER Regarding the Appeal of Essie Rene Askew from the Hearings Officer Decision on an Adult Care Home License. **OPTION 1** Schedule a Hearing to Accept Evidence or Argument on this Appeal; OR **OPTION 2** Decide this Appeal on the Record that has Already Been Created. MCC Section 8.90.090 (J) and Section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes Give the Board Discretion to Follow Either Course.

9/27/96 COPIES TO PETE KASTING, ESSIE ASKEW, KATIE GAETIENS &
MARY FASSELL

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 AUG 19 PM 4:00

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE 9-19-96

NAME

Essie Rene Aske.w

ADDRESS

5917 N.E. Prescott St

STREET

Portland O.R. 97218

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. 5

SUPPORT

OPPOSE ✓

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 9-19-96

NAME

Diana Roberts

ADDRESS

19390 NE Mult. Ct.

STREET

Portland OR 97230

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-5

SUPPORT

OPPOSE X

SUBMIT TO BOARD CLERK



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
City Hall (503) 823-4047

Mailing Address:
1220 SW 5th Ave Rm 315
Portland OR 97204

Temporarily Located At:
1400 SW 5th Ave Rm 600
Portland Oregon

August 21, 1996

INTEROFFICE MEMORANDUM

TO: Deb Bogstad, Clerk
Multnomah County Board of Commissioners

FROM: Peter Kasting *PK*
Senior Deputy City Attorney

SUBJECT: Appeal of Essie Rene Askew from Hearings Officer Decision on an Adult Care Home License, Hearing No. 162173

BOARD OF
COUNTY COMMISSIONERS
96 AUG 23 AM 9:56
MULTNOMAH COUNTY
OREGON

At its meeting on September 19, 1996, the Board needs to decide whether it wants to (1) schedule a hearing to accept evidence or argument on this appeal or (2) decide this appeal on the record that has already been created. MCC section 8.90.090 (J) and section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes give the Board discretion to follow either course.

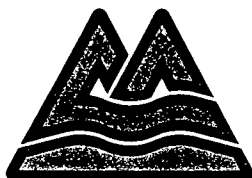
If the Board chooses to decide this matter on the record, it may either make a decision on September 19 or may, if it chooses, bring the matter back to the Board at a later date for Board discussion and a final decision. The meeting on September 19 is not for the purpose of receiving evidence or argument from the parties regarding the merits of the appeal. It is only to decide whether the Board wants to receive additional evidence or argument in this matter or, if the Board chooses, to dispose of the matter on the existing record.

I will be attending the meeting on September 19. Ms. Akew and representatives of the Adult Care Home Program might attend but are not required to attend. If they do attend and the Board wants to hear from them on whether additional evidence or argument should be received (and on that question only), I would suggest giving each side three minutes to make a statement.¹

c: Essie Rene Askew
Katie Gaetjens, Assistant County Counsel

¹Note to parties: You must let the Board Clerk know if you would like to address the Board. Notification cards are provided for this purpose. They are located on a small table just inside the door of the Board's meeting room. You should give a completed card to the Clerk before the meeting starts.





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

August 19, 1996

CERTIFIED MAIL P 335 737 361

*Ms. Essie Rene Askew
Rainbow Adult Foster Care Center
5917 NE Prescott Street
Portland, Oregon 97218-2233*

*Re: Appeal from Hearings Officer Decision on Adult Care Home License
Hearing No. 162173*

Dear Ms. Askew:

*Your August 5, 1996 request for Multnomah County Board review of the July 16, 1996 hearings officer decision was timely received and the matter has been scheduled on the Board's agenda for **9:30 am, Thursday, September 19, 1996** in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland.*

I will be sending you copies of the agenda as well as the hearings office record in your case, and any other information I receive as it becomes available.

If you have questions regarding the upcoming procedure, please contact City Attorney Pete Kasting at 823-4047, as he advises the Board on these matters because County Counsel represents the Adult Care Home Program. Thank you.

Sincerely,

*Deborah L. Bogstad
Board Clerk
(503) 248-3277*

*cc: Pete Kasting
Katie Gaetjens
Mary Fassell
Board of Commissioners*

AN EQUAL OPPORTUNITY EMPLOYER

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.



PENALTY FOR PRIVATE USE, \$300

RETURN
TO

Print Sender's name, address, and ZIP Code in the space below.

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

<p>● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.</p> <p>Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.</p> <p>1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address. (Extra charge) 2. <input type="checkbox"/> Restricted Delivery (Extra charge)</p>	
<p>3. Article Addressed to:</p> <p>Ms. Essie Rene Askew Rainbow Adult Foster Care Center 5917 NE Prescott Street Portland, Oregon 97218-2233</p>	<p>4. Article Number</p> <p>P 335 737 361</p> <p>Type of Service:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured</p> <p><input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD</p> <p><input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p>Always obtain signature of addressee or agent and DATE DELIVERED.</p>
<p>5. Signature — Addressee</p> <p>X</p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p>
<p>6. Signature — Agent</p> <p>X</p>	
<p>7. Date of Delivery</p> <p>8-22-96</p>	

PS Form 3811, Apr. 1989

★ U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

PS Form 3800, April 1995 (Reverse)

P 335 737 361
US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	
Essie Rene Askew	
Street & Number	
5917 NE Prescott Street	
Post Office, State, & ZIP Code	
Portland, Oregon 97218-2233	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	
August 19, 1996	

PS Form 3800, April 1995



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

August 5, 1996

HONORABLE MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
1120 SW 5TH AVENUE SUITE 1510
PORTLAND, OREGON 97204

Dear Board of Commissioners:

RE: Request for appeal hearing in accordance with MCAR 890-090-400

In response to hearings #162169 and #162173, we would like to request an appeal hearing before Multnomah County Board of Commissioners. We would also like to request that the two hearings be combined, due to the fact that all issues surrounding both hearings took place at the Rainbow Adult Foster Care Center. Thank you for your cooperation, we are looking forward to hearing from you soon.

Cordially,

Essie R. Askew
ESSIE RENE ASKEW
OWNER/OPERATOR RAFCC

Luis Solomon
LUIS SOLOMON
CO-OPERATOR RAFCC

BOARD OF
COUNTY COMMISSIONERS
96 AUG - 8 PM 2:18
MULTNOMAH COUNTY
OREGON

ERA:pa

CERTIFIED LETTER

c: Stanley Bunn, Esq.
Lennie Sanders



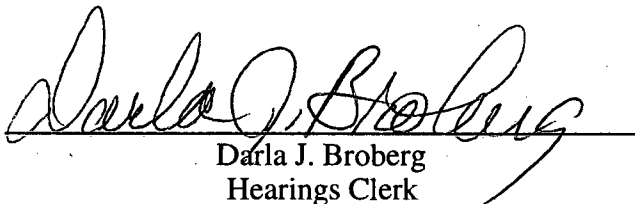
CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

I certify that attached hereto is the true and complete record of the appeal of Essie Rene Askew, No. 162173, during the period beginning June 25, 1996, and ending August 9, 1996.

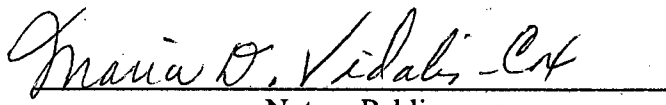
- 1 Historical Log prepared August 12, 1996.
- 2-6 Order entered July 19, 1996; the determination being appealed
- 7-13 Appeal No. 162173; received in the Hearings Office June 25, 1996.
- 14-15 Letter dated May 3, 1996, Askew to Jean DeMaster; received in the Hearings office May 7, 1996. (NOTE: This is a duplicate of the appeal, sent by the appellant directly to the Hearings Office and received here prior to formal appointment of Mr. Shatzer as the hearings officer on June 25, 1996.)
- 16 Notification List prepared June 25, 1996.
- 17 Notice of the July 16, 1996, hearing; mailed to the parties June 28, 1996.
- 18-19 Letter dated July 11, 1996, Askew to Mary Fassell; received in the Hearings Office July 16, 1996.
- 20 Hearing Record prepared at the July 16, 1996, hearing.
- 21-31 Exhibits 1 through 11 inclusive.

Dated: August 13, 1996

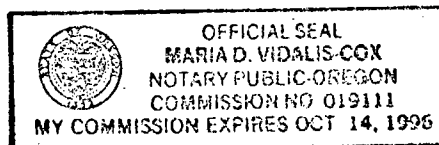

Darla J. Broberg
Hearings Clerk

On August 13, 1996, Darla Broberg appeared before me and did acknowledge that she did execute the foregoing certification in her official capacity as Code Hearings Secretary.

Dated: August 13, 1996


Notary Public
My commission expires 10/14/96

BOARD OF
COUNTY COMMISSIONERS
96 AUG 13 PM 12:29
MULTNOMAH COUNTY
OREGON



Hearing # 162173

Historical Log

Date Prepared: 8/12/96

Time Prepared: 4:04:41 PM

On Suspense Until:

Action:

Hearings

<u>Date</u>	<u>Time</u>	<u>Purpose</u>	<u>Disposition</u>
7/16/96	9:00:00 AM		Appearances: Fassell. Respondent did not appear. Hearing held.

Civil Penalties, Liens, Bureau Fees

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

<u>Date</u>	<u>Key</u>	<u>Comments</u>
6/25/96	appeal	Appeal filed. Called Fassell to inquire if Askew represented by an attorney. RY
6/28/96	notm	Notices mailed. RY
7/5/96	return	Mail for Gudger returned; business number in address wrong; corrected and resent notice. RY
7/16/96	letr	Received cert. letter requesting set over - received while WS still in hearing & was not given to Hearings Officer. Also received phone call last week from Fassell saying Askew requested set-over for time for legal counsel. Told her we need written request. RY
7/19/96	ordm	Order mailed. RY
7/22/96	misc	Per WS, total of 6.5 hours, in hearing and preparing order, spent on this case. DB
8/8/96	closed	Case closed. DB
8/9/96	tel	Rcvd request from Deb of County Counsel's office (248-3277) for copy of case file for appeal to the Board. Doesn't need copies or transcript of hearing tapes. DB
4/28/93	db	

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CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

HEARINGS OFFICER'S ORDER

APPEAL OF ESSIE RENE ASKEW

HEARING NO. 162173

DATE OF HEARING: Tuesday, July 16, 1996

APPEARANCES:

Ms. Mary Fassel, for Multnomah County
The Appellant, Essie Rene Askew did not appear.

HEARINGS OFFICER: Mr. William W. Shatzer

STATEMENT OF THE CASE:

This is an appeal from a determination of the Multnomah County Adult Care Home Program, denying the application of the appellant, Essie Askew, for a Multnomah County Adult Care Home License. The appellant was originally granted a provisional Adult Care Home License in November 1995 and that provisional license was renewed twice through April 14, 1996. On April 18, 1996, the Sanctions Specialist for the Multnomah County Adult Care Home Program determined that Ms. Askew had committed numerous and serious violations of the applicable Administrative Rules during the periods Ms. Askew had been operating under the provisional license and issued a Notification of Administrative Sanctions denying Ms. Askew's application for a permanent license. On May 3, 1996, Ms. Askew filed a written request for an appeal hearing pursuant to MCC 8.90.090 and MCAR 890-090-120. This proceeding followed.

PRELIMINARY RULING:

This matter was set for hearing at 9:00 A.M. on Tuesday, July 16, 1996. Written notification of the time, date and place of hearing was provided to all interested parties, including Ms. Askew on June 28, 1996.

Ms. Askew did not appear at the scheduled time for hearing. After waiting some time, the County requested and was permitted to proceed with the presentation of its prima facie case at approximately 9:15 A.M. The County concluded its presentation and the record was closed at approximately 11:15 A.M. Unbeknownst at that time to the hearings officer, a letter was received

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by the Hearings Office at approximately 11:05 A.M. from Ms. Askew requesting a postponement of the scheduled hearing. The letter was postmarked as being mailed on July 12, 1996.

Quite obviously, a request for postponement which is received nearly two hours after the hearing has commenced, more than two hours after the hearing was scheduled to commence, and after the County has presented the greater portion of its prima facie case comes far too late. Moreover, Ms. Askew had been duly informed of and been aware of the scheduled hearing time and date for at least two weeks prior to the scheduled hearing. Ms. Askew has provided no good reason why her request for postponement could not have been filed in a more timely manner. A letter mailed through the United States Postal Service only two business days before the scheduled hearing cannot be deemed to have been filed in a timely manner.

Ms. Askew's request for postponement is denied on the grounds that it was not timely filed and no good cause for her failure to file her request in a more timely manner has been shown.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

The County's evidence establishes that the appellant committed or suffered to be committed numerous and serious violations of the applicable Multnomah County Rules for the Licensure of Adult Care Homes during the approximately six-month period she operated her Adult Care Home under her provisional license.

1. Record Keeping Violations.

The record discloses that Ms. Askew's keeping of required records for her Adult Care Home were, quite frankly, sloppy and slipshod almost beyond belief.

A. Medication records, as required by MCAR 890-020-510, were not kept or maintained in a proper or usable manner. The medication chart for one resident shows that one resident "refused" his medications on December 18, 1995 when, in fact, that resident was in the hospital and not in Ms. Askew's home at all on that date. The medication chart for the same resident shows no medication at all for the dates of December 19 and 20 and for most of the day on December 21 when, in fact, the resident had been returned to Ms. Askew's home from the hospital and medicines should have had been administered. This resident's chart shows that all prescribed medications were administered on December 9, 1996, while handwritten notes in this resident's file indicate that the resident "refused" medication on that date.

Some of the other medication charts, such as Exhibits 8 and 11 have more medications entered in the charts than there are lines provided for initialing for the administration of the medications, making it impossible to determine exactly which, if any, medications were actually administered or which, if any, were "refused" by the resident.

Other charts failed to correctly list medications prescribed by the resident's physicians. Exhibit 8, for instance, indicates Carafate (a stomach medication) is to be administered 3 times a day and Dilantin (an anti-seizure medication) is to be administered 4 times per day while the evidence shows that, in fact, the physician's prescription required exactly the reverse with Carafate being administered 4 times per day and Dilantin 3 times per day. Either the medication charts do not

accurately reflect the medication actually administered or Ms. Askew was administering medication not in compliance with physicians' instructions.

Finally, as is evidenced by Exhibits 1 and 7, some or all of the medications entered on the charts fail to include the dosage administered. That dosage information is, of course, required to be included on medication charts by MCAR 890-020-510 (d).

The failure to maintain and make available medication charts complying with the provisions of MCAR 890-020-510 was a violation of that Rule.

B. Similar problems are apparent with the progress notes required to be maintained under MCAR 890-020-450 (c) and (d). As demonstrated by Exhibits 4 and 5, for one resident at least two separate sets of progress notes existed for the period between December 11, 1995, and January 3, 1996 - one set of which indicated the resident engaging in normal and unremarkable activities in and around the Adult Care Home on December 18 and 19 and one of which indicates the resident suffered a seizure in the very early morning hours of December 18 which required that 911 be notified and the resident transported to Emmanuel Hospital where he remained until the afternoon of the 19th. The conclusion is, of course, inescapable that one of these sets of progress notes is grossly inaccurate.

Similarly, a check of Ms. Askew's records by Multnomah County investigative personnel in late February of 1996 disclosed that no progress notes could be provided for either of Ms. Askew's two residents for the period between January 17 and February 27, 1996. Later, in March of 1996, Ms. Askew produced progress notes for that period but they had been prepared in a completely different manner than the remainder of her progress reports, incorporating weekly progress notes summaries rather than daily entries as used in the balance of Ms. Askew's progress reports. The conclusion is inescapable that Ms. Askew either failed to maintain or lost the required progress notes and later attempted to cover this failure by creating or recreating progress notes after the fact.

This failure to maintain and make available progress notes complying with the requirements of MCAR 890.020-450 was a violation of that Rule.

C. Ms. Askew failed to maintain care plans for either of her residents. Such plans are required under MCAR 890-020-720 and her failure to do so was a violation of that rule.

2. Neglect of Residents.

A. A resident was prescribed Dilantin, an anti-seizure medication. Apparently, according to Ms. Askew's medication charts, the resident "refused" this medication on six consecutive days from December 13, 1995, through December 18, 1996, apparently because it was causing him stomach distress. Perhaps not surprisingly, the resident suffered a seizure and required hospitalization in the early morning hours of December 18th. It seems apparent that this resident's seizure and hospitalization was directly related to the resident's failure to receive the prescribed medication during the preceding six-day period.

There is no indication in the records that Ms. Askew, at any time, sought the advice of professional medical personal or referred the resident to a physician. Had a physician been consulted, it is quite likely that a change in prescription to a different anti-seizure medication or the prescription of anti-

nausea medications would have allowed this resident to ingest an appropriate anti-seizure medication while lessening or eliminating the resident's distress. Ms. Askew was, or should have been, aware that the resident's failure to take prescribed medication could have serious adverse effects upon this resident's health. The failure to seek professional medical advice and assistance almost certainly directly contributed to the resident's seizure and subsequent hospitalization. Ms. Askew's failure to seek professional medical advice or to refer the resident to a physician caused or threatened to cause physical harm to the resident and was neglect under the provisions of MCAR 890-015-660.

B. When this resident was released from the hospital on December 19, 1995, he was scheduled to visit his physician for a follow-up exam on January 8, 1996. The resident failed to appear for this scheduled appointment and, in fact, was not re-examined by a physician until March of 1996. Under MCAR 890-020-500, the operator of an Adult Care Home is required to provide prompt assessment of a resident's medical needs. Ms. Askew's failure to ensure such a prompt assessment was neglect under the provisions of MCAR 890-015-660.

C. This resident was prescribed Diazepam, a Valium-type drug, to be administered on an "as needed" basis, no more frequently than once a day. The resident was, according to Ms. Askew's medical charts, administered Diazepam twice on March 12, 1996. This was a violation of MCAR 890-020-510(b).

Additionally, the medical charts show that this resident was administered Diazepam every single day, without exception, during the period January 18 through February 28, 1996, yet there is nothing in the medical records or progress notes to demonstrate any medical need for the administration of this drug that frequently. Nor is there any indication that professional medical advice was sought for any change in the resident's medical condition which might require or justify administering Diazepam this frequently.

While the state of Ms. Askew's records makes it difficult to determine exactly what, clearly something inappropriate was occurring during this period with the administration of Diazepam to this resident. Either the medication was being administered inappropriately or Ms. Askew failed to seek and obtain professional medical advice concerning any changes in the resident's condition which would make administering Diazepam with such frequency appropriate. Either case would constitute neglect under MCAR 890-015-660.

3. Unapproved Caregivers.

A. MCAR 890-020-230 forbids persons convicted of enumerated crimes from acting as a caregiver or being in the Adult Care Home on a regular basis. Ms. Askew employed or utilized her daughter, Patricia Askew, as a caregiver in the Adult Care Home, despite Patricia Askew's previous conviction of assault, an enumerated crime under MCAR 890-020-230. Ms. Askew continued to utilize Patricia Askew as a caregiver and allowed her to be present in the Adult Care Home on a regular basis even after being informed by the Multnomah County Adult Care Home Program that this was not permitted. This was a violation of MCAR 890-020-230.

B. MCAR 890-020-230(e) requires persons employed as caregivers to furnish a criminal record release authorization form to the Adult Care Home Program prior to or at the time of employment. Ms. Askew employed her daughter Jennifer Askew Solas as a caregiver in her Adult Care Home,

despite the fact that Ms. Solas had never furnished the required criminal record release authorization and was never approved as a caregiver. This was a violation of MCAR 890-020-230(e).

C. MCAR 890-020-320 requires certain training for all managers and caregivers in Adult Care Homes. Ms. Askew employed or utilized and continued to utilize Jennifer Askew Solas and Luis Solomon as caregivers in her Adult Care Home even though neither had completed the required training. This was a violation of MCAR 890-020-320.

4 Dishonesty and Lack of Cooperation.

MCAR 890-020-260 requires Adult Care Home operators to cooperate fully with Multnomah County Adult Care Home Program personnel and other regulatory personnel. This required cooperation necessarily implies that Adult Care Home operators deal with Multnomah County personnel honestly. The record in this case is replete with evidence that Ms. Askew has not meet this required standard of honesty.

When the criminal records check on Patricia Askew disclosed her assault conviction, Ms. Askew maintained to County personnel that the "Patricia Askew" on the conviction record was a different person than her daughter. She continued to do so even after Patricia Askew had submitted a letter admitting that she was, indeed, the person identified in the conviction record. There is evidence that Ms. Askew was attempting to actively conceal Patricia Askew's continued presence at the Adult Care Home after she had been informed that Patricia Askew's continue presence in the home was not permitted. There is substantial evidence to support the County's conclusion that Ms. Askew, or someone in her employ, prepared a fraudulent after-the-fact fire drill record in an attempt to conceal the fact that a required fire drill had not been performed as required. The presence of the two conflicting sets of progress notes on one resident contains a strong implication that one or the other was prepared in a conscious attempt to mislead County investigative personnel or to conceal prior record keeping deficiencies. Similarly, the sudden appearance of the missing progress notes for the period January 17 through February 27 prepared in a completely different format than the progress notes before and after that date supports a reasonable inference that those progress notes were prepared after the fact in an attempt to conceal Ms. Askew's failure to create and maintain these records initially.

B. Ms. Askew's actions during the March 20, 1996 staff visit to her Adult Care Home evidences a similar lack of cooperation with Multnomah County personnel. The evidence establishes that Ms. Askew was extremely hostile and belligerent with County personnel; yelling, engaging in derogatory and belittling remarks and throwing dishes. She instructed Luis Solomon not to answer questions about medications administered to the residents. The situation was sufficiently hostile that County personnel felt compelled to terminate the visit prematurely and before all desired records and information had been obtained or reviewed.

Creating a hostile and threatening environment sufficient to impede the legitimate investigative functions of County personnel falls far short of the level of cooperation required by MCAR 890-020-260 and is a violation thereof. Similarly, Ms. Askew's attempts to "cover up" and mislead County personnel are the antithesis of the cooperation required by MCAR 890-020-260 and is a violation thereof.

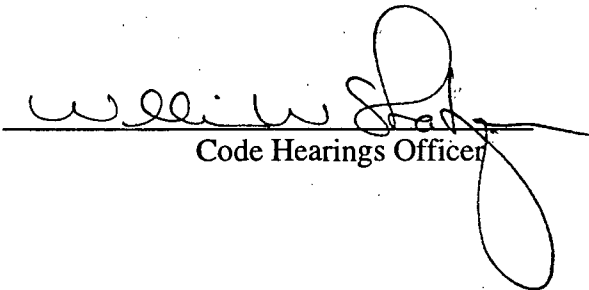
ORDER AND DETERMINATION:

The Notice of Sanctions dated April 18, 1996, denying the appellant Essie R. Askew's application for a Multnomah County Adult Care Home License is **SUSTAINED**.

This order and determination has been mailed to the parties on July 19, 1996, and shall become final on August 8, 1996, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: Thursday, July 18, 1996

WWS:ry


Code Hearings Officer

RAINBOW ADULT FOSTER CARE CENTER 162173



RECEIVED

MAY 10 1996

ADULT CARE HOME PROGRAM

5917 NE PRESCOTT STREET • PORTLAND, OREGON 97218-2233

May 3, 1996

Ms. Jean DeMaster
Program Manager
Adult Care Home Program
421 SW 5th, Room 405
Portland, Oregon 97204 ,

Dear Ms. DeMaster:

RE: REQUEST FOR A HEARING BEFORE AN INDEPENDENT HEARINGS OFFICER

In response to the certified letter dated 4/18/96 and received 4/20/96, I would like to request a hearing before an independent hearings officer.

Cordially,

Essie Rene Askew

ESSIE RENE ASKEW
OWNER/OPERATOR
RAINBOW ADULT
FOSTER CARE CENTER

*Certified Letter(s)

CC: *Ann M. Gasser-Hearings Officer
 Kathy Wiseman-Licensing Agent
 Mary M. Fassell-Sanctions Specialist
 *Lennie Sanders-Case Manager II
 *Gregory Gudger-Attorney at Law

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MULTNOMAH COUNTY OREGON

162173

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

CERTIFIED MAIL

April 18, 1996

Ms. Essie Askew
5917 N.E. Prescott
Portland, Oregon 97218

Dear Ms. Askew:

Your provisional license to operate an adult care home expired April 15, 1996. We have carefully reviewed your record with our agency and have found serious problems. We have found falsified records in your home, poor record keeping, caregivers who are not trained or approved to work in your home, and extreme lack of cooperation with our agency staff despite numerous attempts to try to help you. Therefore, we are now denying your application for a license. This denial is based on Multnomah County Administrative Rule (MCAR) 890-020-260 (b), which states:

Operators, resident managers, other caregivers and other household members shall abide by the terms of these administrative rules and Standards.

The specific problems we have found in your home are:

1. Falsification of records:

(a) Medications for one resident were charted as being given when in fact the resident was in the hospital on December 18, 1995.

(b) Fire drill records were changed to show a fire drill in January and February. In February the fire drill record showed no fire drills, but your caregiver said you had done one and documented it elsewhere. In March the same record showed January and February fire drills, the February one done by your caregiver.

(c) Progress notes for December, 1995, indicate the resident was doing well at his program when in fact he was in the hospital for seizures.

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(d) On February 27, 1996, our staff found no progress notes for Mr. Garcia after January 17, 1996. However, on March 26 your records included progress notes for Mr. Garcia for January 18 through March 18, indicating that you reconstructed progress notes after the time of the incidents mentioned. The rules for adult care homes clearly indicate that falsification of records is a violation of the rules for adult care homes. See MCAR 890-080-120 (b).

2. Medications were not charted correctly or given according to doctor's orders and there were no written doctor's orders in the home for several months after the resident moved in, in violation of MCAR 890-020-510 (b) and (d).

(a) A resident was supposed to take Dilantin, a medication to control seizures, three times a day, but the medication sheet lists it was possibly being given four times a day.

(b) The resident was supposed to get Carafate, a medication for the stomach, four times a day, but the medication sheet listed it as only being given three times a day.

(c) The resident was supposed to get Diazepam, a controlled substance, only once a day, and only when needed, yet it was charted as being given twice on March 12, 1996. Also, in November and December of 1995 this resident only received Diazepam 8-9 times, yet in February he received Diazepam daily. In March again he received it only 7 times. However, neither the progress notes nor the medication charting notes for this time period indicate a need corresponding to how this medication was given and do not indicate any notification to his doctor of the need, as would be expected.

(d) The resident was supposed to be given Vitamin B, but none is listed at all on the medication sheet.

(e) No medication, including seizure medication, was charted as being given on December 19, 20 or 21, after the resident returned from the hospital from having seizures.

These errors in medications are very serious and could result in harm to the resident.

3. Our review of your records indicate that one of your residents refused his medications on December 7, 9, 10, and 13-18. These medications included ones for seizures yet your progress notes do not indicate any attempts to contact this resident's doctor. This resident was hospitalized for seizures on December 18th. This is a violation of the Adult Care Home rules which require an operator to contact a resident's doctor when a resident's health status changes and to promptly seek assessment of the resident's medical care needs. This is also considered neglect. See MCAR 890-020-500 (a) and 890-015-660 (a) and (f).

4. Our review of your records also indicates that this resident who was taken to the hospital for seizures was discharged with instructions that he be seen by his doctor in a few weeks. An

appointment was set for January 8th, but the resident did not come to it and never came back to his doctor until March. The operator is responsible for ensuring a residents gets to his needed medical care. Again, this is a violation of the rule that requires an operator to seek prompt medical care and assessment. This is also considered neglect. See MCAR 890-020-500 (a) and 890-015-660 (a) and (f).

5. Your records for your residents were not complete. On February 27, 1996, screening forms, resident information sheet on one resident, weekly progress notes, and care plans were missing, in violation of MCAR 890-020-450. You excused your poor records by indicating you had never been shown how to keep them. Our staff thoroughly taught you how to keep records on November 15th and December 13th. They taught your caregivers on January 17th and February 27th. We required you to attend the Adult Care Home Program record keeping class on January 3rd, but you failed to attend or reschedule.

6. Despite numerous explanations by our staff of the requirements for caregivers in your home, you did not have trained caregivers. On March 20, 1996, our staff found that Jennifer Askew Salas was working in your home as a caregiver yet she has not had her criminal record checked nor completed the caregiver training manual. Luis Soloman also indicated that he had not completed the caregiver training manual. A criminal record check authorization form must be submitted to our office before any caregiver is allowed to work in your home. See MCAR 890-020-230 (e). In addition, all caregivers must complete the caregivers training manual and complete the checklist before giving any care to residents. See MCAR 890-020-320 (c).

7. You have frequently and substantially violated the requirement that all operators cooperate with our staff. See MCAR 890-0020-260. Your lack of cooperation is of such an extent that our staff cannot monitor the care of residents or operation of your home, cannot instruct you in the care of residents or the operation of your home and cannot investigate problems in your home. On January 25, 1996, during our administrative conference with you we explained to you that your lack of cooperation, including your lack of honesty, needed to stop in order for us to continue licensing you home, but this problem has continued. The problems mentioned already indicate this problem as well as the following examples:

(a) On 3/20/96 when our staff visited your home you were extremely hostile, and staff were unable to concentrate on their monitoring of your home. When our staff was trying to discuss medication charting with your caregiver you interrupted with a comment that our staff was just trying to trick you and your caregiver. Staff felt they needed police escort for subsequent monitoring visits.

(b) A case manager who had placed a client in your home indicated that you were very hostile when she visited her client in your home in December. You indicated to her that you would get an attack dog because you were sick and tired of our staff coming to your home. She felt afraid for her personal safety.

(c) You were told by your licensing agent that your daughter Patricia could not live, work or be in your home until her criminal record was cleared up. On February 13, 1996, you and Patricia indicated that she was living with you in your home on Newell Street, yet on February 27, 1996, our staff saw her running from the main foster home to one of the back foster homes in her bathrobe. On March 13, 1996, your attorney told us that he had told you on March 8, 1996, that Patricia must move out of the foster home. On March 18, 1996, he told us that Patricia would be continuing to live at one of the foster homes because of sickness and need to be cared for by you (despite the fact that you live on Newell Street). You were asked to clear up the circumstances of her criminal record and submit the information to us but you have never done so. Our office has never given approval for her to live in the foster homes nor be on the property. This office fined you \$500 for continuing to allow Patricia on the property until her criminal record was cleared by us.

8. Your actions as described in this letter indicate a lack of good judgment and ability and good personal character, as required by the rules for adult care homes. See MCAR 890-020-220 (b) and (c).

This office has the authority to deny your license according to section 8.90.080 (A) (2) and (4) of the Multnomah County Code, which states:

The Director shall have the authority to...revoke any license for an adult care home...When there exists a threat to the life, health, safety, or welfare of any resident...When the...operator has failed to comply...with the rules and standards duly promulgated by the Director for an adult care home; or any other state or federal law or rule applicable or relevant to the health or safety of a resident.

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

You also have the right to appeal this penalty to an independent hearings officer, per Multnomah County Administrative Rule (MCAR) 890-090-100. To do so, send a written request for a hearing, including the reasons you want a hearing, to the Adult Care Home Program, 421 S.W. Fifth Avenue, Room 405, Portland, Oregon, 97204. Your request for a hearing must be received by this office within twenty (20) days after the day you receive this letter. If you

request a hearing but do not come to it, our files on the case would automatically become part of the case record for the purpose of proving a prima facie case. This denial becomes effective in 20 days unless a hearing is requested.

Sincerely,

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

c: Kathy Wiseman, Licensing Agent
Jean DeMaster, Program Manager
Gregory Gudger, Attorney, 4370 N.E. Halsey, Portland, Oregon,
97213
Lennie Sanders, N.E. Aging Services



162173

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
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PORTLAND, OR 97204-2221

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

June 20, 1996

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

Dear Mr. Shatzer:

This office received a request for a hearing from Ms. Essie Askew. The Adult Care Home Program denied her application for an adult care home license and she is appealing our decision. Copies of our letter denying her application for a license and her letter requesting a hearing are enclosed.

As is required by MCC 8.90.090, and as a designee of the Director, I am designating you as Hearings Officer in this matter.

I estimate this hearing will take one day. I am not available July 5 or 11.

Sincerely,

Mary M. Fassell

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

Enclosures

00013

RAINBOW ADULT FOSTER CARE CENTER



5917 NE PRESCOTT STREET • PORTLAND, OREGON 97218-2233

May 3, 1996

Ms. Jean DeMaster
Program Manager
Adult Care Home Program
421 SW 5th, Room 405
Portland, Oregon 97204

Dear Ms. DeMaster:

RE: REQUEST FOR A HEARING BEFORE AN INDEPENDENT HEARINGS OFFICER

In response to the certified letter dated 4/18/96 and received 4/20/96, I would like to request a hearing before an independent hearings officer.

Cordially,

Essie Rene Askew

ESSIE RENE ASKEW
OWNER/OPERATOR
RAINBOW ADULT
FOSTER CARE CENTER

RECEIVED

MAY 7 1996

HEARINGS OFFICE

*Certified Letter(s)

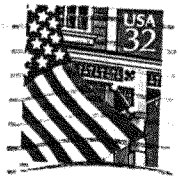
CC: *Ann M. Gasser-Hearings Officer
 Kathy Wiseman-Licensing Agent
 Mary M. Fassell-Sanctions Specialist
 *Lennie Sanders-Case Manager II
 *Gregory Gudger-Attorney at Law

00014

RAINBOW ADULT FOSTER CARE CENTER



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

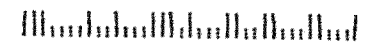
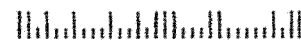


RECEIVED

MAY 7 1996

HEARINGS OFFICE

Ms. Ann M. Gasser
Hearings Officer
City of Portland Oregon
1120 SW 5th Avenue Room 1017
Portland, Oregon 97204-1960



00015

Change made: creating mailing list for appeal case

Hearing # 162173

Notification List

Date Prepared: 6/25/96

Respondent: Essie Askew
5917 N.E. Prescott
Portland, OR 97218

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

Attorney: Greg Gudger
4730 N.E. Halsey
Portland, OR 97213

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

NOTICE OF HEARING -- Appeal Hearing # 162173

Date Mailed: Fri, Jun 28, 1996

Multnomah County

vs.

Essie Askew
Respondent(s) / Appellant(s)

Type of violation or nature of determination: appeal - adult care home
Date of exclusion order or other determination:
Complaint or appeal was filed in the Code
Hearings Office on: Tuesday, June 25, 1996
Bureau case # (if known):
City / County representative: Mary Fassell
Property:

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

Date: Tuesday, July 16, 1996 Time: 9:00:00 AM
Place: Meeting Room A, second floor of the Portland Building,
1120 S.W. 5th Avenue, Portland, Oregon
Purpose: New case

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

This notice has been mailed to the following parties :

Essie Askew 5917 N.E. Prescott Portland OR 97218
Greg Gudger 4730 N.E. Halsey Portland OR 97213
Mary Fassell Mult. Co. Adult Care Home Program
421 S.W. 5th Avenue, #405 Portland OR 97204-2221
Code Hearings Office

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

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

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

00017



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

July 11, 1996

CITY OF PORTLAND-CODE HEARINGS OFFICE
1120 SW 5TH AVENUE ROOM 1017
PORTLAND, OREGON 97204

MARY FASSELL
MULTNOMAH COUNTY
ADULT HOME CARE PROGRAM
421 SW 5th AVENUE #405
PORTLAND, OREGON 97204-2221

RECEIVED

JUL 16 1996

11:05am

HEARINGS OFFICE

Dear Ms. Fassell:

RE: RAINBOW ADULT FOSTER CARE CENTER VS MULTNOMAH COUNTY
ADULT CARE HOME PROGRAM * Appeal Hearings #162169/162173

The purpose of this letter is to request that the following hearings: #162169 - dated 7/19/96 * #162173 - dated 7/16/96 be rescheduled for a future date, due to the fact that I am in the process of acquiring legal representation for these hearings.

I would also like to request that the hearing #162169 regarding Mr. Solomon be combined with hearing #162173 due to the fact that all issues pertain to the future of existence of the Rainbow Adult Foster Care Center. Ms. Fassell when you contacted our office earlier in the week, the desire to have the two hearings combined as one had already been verbally expressed to you; therefore, this letter will serve to document that request with your office and the Code of Hearings Office as well. Thank you for your cooperation.

Cordially,

Essie R Askew
ESSIE ASKEW
RAFCC OWNER/OPERATOR

ERA:pa

Certified Letter(s)

cc: Lennie Sanders

00018

RAINBOW ADULT FOSTER CARE CENTER



5917 NE PRESCOTT STREET
PORTLAND, OREGON 97218-2233

CERTIFIED

P 321 452 644

MAIL



0000



97204

U.S. POSTAGE
PAID
PORTLAND, OR
97211
JUL 12, 96
AMOUNT

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JUL 16 1996 11:05 am

HEARINGS OFFICE

CITY OF PORTLAND CODE HEARINGS OFFICE
1120 SW 5TH AVENUE ROOM 1017
PORTLAND, OREGON 97204

CERTIFIED LETTER

00019

Hearing No. 162173 Page No. 1

[illegible]

MONTH December YEAR 1995

MEDICATION	HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Folic Acid	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Multi Vitamin/Vitamin B1	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	8 AM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	12 NOON	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	2 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	6 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	9 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	9 PM	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Haloperidol	HS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS				LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Diazepam	PRN					LS	LS	LS				LS	LS	LS	LS																	LS

Initial medications and identify initials below

INITIALS	SIGNATURE	INITIALS	SIGNATURE	INSTRUCTIONS
LS	<i>[Signature]</i>			1. Initial appropriate box on front when medication is given.
LS	<i>[Signature]</i>			2. Circle initial when medication is held and state the reason on reverse side of form.
				3. State reason for giving and result when PRN Medication is dispensed. Use reverse side of form.
				4. Circle initial when medications are refused, also document on reverse side of form.
				5. If meds are sent with the client, circle your initials on front of form, state reason on back.

EXHIBIT

RESIDENT'S NAME: R. G.

DOCTOR'S NAME: K. L. Benschling

Phone: 282-2446

CII E

PRN AND REFUSED MEDICATION NOTES

DATE	HOUR	INITIALS	MEDICATION	REASON
12-5-95	Bedtime	LS	Diazepam	Resident unable to sleep
12-6-95	Bedtime	LS	Diazepam	Resident unable to sleep - wanders all night
12/7/95	Bed	EA	Diazepam	Unable to sleep - wandering all night
12/10/95	Bed	EA	Diazepam	Wandering all night - unable to sleep
12/11/95	Bed	LS	Diazepam	Wandering all night - unable to sleep
12-12-95	LATE Night	LS	Diazepam	" " "
12/13/95	8am-Nom	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Says Meds makes him sick - vomit
12-13	2pm	LS	Dilantin	Can't keep Meds Down - throws up
12-13	1pm	LS	CARAFATE	Can't keep down Meds - throws up
12-13	9pm	LS	Haloperidol/Dilantin/CARAFATE	Worried TAKE MAKES him sick - vomit
12/14/95	8am-Nom-2	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Says makes ill on stomach
12-14	10pm	LS	CARAFATE	" " " "
12-14	Bedtime	LS	DIAZEPAM	Could not sleep - wandering
12/15/95	8am/12/2pm	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Unable to say makes ill on stomach
12-15	1pm/9pm	LS	CARAFATE - Dilantin - Haloperidol	Refused says makes him vomit
12/16/95	8am-Nom	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	" " "
12-16	10-9pm	LS	CARAFATE - Dilantin - Haloperidol	" " "
12/17/95	8am-Nom	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	" " "
12-17-95	2-6-9pm	LS	CARAFATE - Dilantin - Haloperidol	" " "
12/18/95	8am-Nom	EA	Folic Acid/Multi/VB1/Dilantin/Carafate	Refused makes sick on stomach
12-18	2-6-9pm	LS	CARAFATE - Dilantin - Haloperidol	" " "
12-31	Bedtime	LS	Diazepam	Unable to sleep - wandering all night

VITAL SIGNS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
WEIGHT									
BLOOD PRESSURE									
HEART RATE									

RESIDENT'S NAME: Robert Garcia

DOCTOR'S NAME: K.L. Benschling Phone: 287-7446

FILE



12/18/95
MED 12/18/95
JULIE E

DISCHARGE SUMMARY

(No dictated summary needed)

≤ 48 hour stay

ADMISSION DATE

12/18/95

DISCHARGE DATE

12/19/95

REASON FOR ADMISSION:

Seizure

PRINCIPAL DIAGNOSES:

Seizures 2° to 6 po intake of dilantin
(Reason for admission)

OTHER DIAGNOSES:

Dementia

PROCEDURES PERFORMED:

0

HOSPITAL COURSE:

(Brief description of hospital stay including any abnormal findings)

Did well, became much more agitated on Haldol.
Kept admission notes down, N/V, position.
To ALC.

CONDITION ON DISCHARGE:

Fair

FOLLOW-UP INSTRUCTIONS: Preprinted instructions given?

Yes ☐ No ☐

If no, complete below:

Physical Activity:

COB Ad lib

Diet:

Usual

Medications:

Δ Dilantin to 100 mg po TID, the same as admission.
+ 1 Haldol to 0.5 mg po BID.

Follow-up Care:

2 Dr. Bandy in 7 to 10 wk.

00022

RESIDENT SIGNATURE (If applicable)

DATE

12/19/95

Attending Physician Signature

DATE

EXHIBIT

2

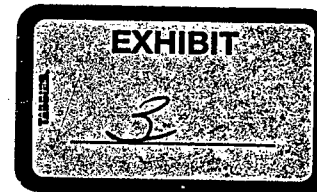
He now lives
12/19/95
around 5 PM-

K [REDACTED] G [REDACTED]
Jen-
MR. C [REDACTED]
Had Seizures
on these days

12/18/95
MR. C [REDACTED]
Went to
the hospital
@ 2:00 AM
He had a
Seizure

Note,
12/9/95 -
12/17/95
Refused
Medication

00023



- 12/11/95 Mr. Garcia was still upset today because I won't give him his cigarettes to hold.
- 12/12/95 Robert threw up his medication today, he said it hasn't agreed with his stomach.
- 12/13/95 Mr. Garcia was in a good mood today he was even nice to Mr. Isom.
- 12/14/95 Mr. Garcia tried to get in Mr. Isom bed again. He gets confused at times.
- 12/15/95 Mr. Garcia ate well however he refused a walk today.
- 12/16/95 Robert eats well, very well, however he seems to be catching a cold.
- 12/17/95 Robert refused to take a bath today, he said he wasn't feeling well. Appetite is good.
- 12/18/95 Robert seemed confused again today. He went into Mr. Isom room and put on his (Isom).
- 12/19/95 Good day today, Mr. Garcia went to FISH with no fuss at all.
- 12/20/95 Robert refused to take his medication, therefore I called his doctor or made a report.
- 12/21/95 Mr. Garcia threw up his medication again today. However, he eats well.
- 12/22/95 Robert was very talkative today, and I really enjoyed his company.

00024



Date/Time

12/18/95

2:00pm

2:05pm

9:00am

12/19/95

5:00pm

8:30pm

12:30pm

12:31pm

1:00pm

12/20/95

12/29/95

12/30/95

12/31/95

1/1/96

1/2/96

1/3/96

RG - Fell to the Floor Appeared to be having a seizure - 911 called

Mr. Garcia taken to Emanuel Hospital (E.R.)

Doctor phoned - RG will be staying in the hospital

another day - (E.R.)

RG - Home FROM Hospital - 3:30pm

Ate dinner / took meds

Watched Television - Didn't want a snack

RG Spat on living room floor - TRICO took

inconspicuous.

RG Spat / Fell on bathroom floor but didn't

appear hurt - Says that he is okay

RG went to bed.

Took notice that RG is using an average of 1

day 1 1/2 roll of tissue to 2 rolls.

Mr Garcia, at well today, was able to keep himself down. Had a good day.

T.C.

00025

EXHIBIT

5

342m 25

VITAL SIGNS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
WEIGHT								
BLOOD PRESSURE								
HEART RATE								

EXHIBIT
 11

1

DOCTOR'S NAME: K. L. Benschling **FILE** 22-2446

Exp. 6

MONTH FEBRUARY YEAR 1976

MEDICATION	HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Folic Acid	8 AM	EA	LS	SS	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Multi Vitamin - V.B1	8 AM	EA	LS	SS	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Dilantin	8 AM	EA	LS	SS	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
CARAFATE 1 gram	8 AM	EA	LS	SS	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
CARAFATE	12 NOON	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin	2 PM	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
1 CARAFATE	6 PM	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
Dilantin 100mg	9 PM	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
CARAFATE	9 PM	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
HALOPERIDOL 5mg	HS	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS
DIAZEPAM	PRN	LS	EA	LS	SS	US	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS	LS

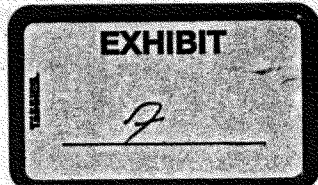
Initial medications and identify initials below

INITIALS	SIGNATURE
LS	<i>[Signature]</i>
EA	<i>[Signature]</i>

INITIALS	SIGNATURE

INSTRUCTIONS
1. Initial appropriate box on front when medication is given.
2. Circle initial when medication is held and state the reason on reverse side of form.
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4. Circle initial when medications are refused, also document on reverse side of form.
5. If meds are sent with the client, circle your initials on front of form, state reason on back.

RESIDENT'S NAME:



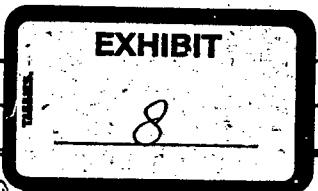
DOCTOR'S NAME: K. I. BENSLEY, M.D. Phone: 782-2446

00027

MONTH MARCH YEAR 1996

MEDICATION	HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
folic Acid	8Am	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
multivitamin	8Am	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Dilantin 100mg	8Am	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 1 gm	8Am	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Dilantin 100mg		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
CARAFATE	1:200	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
DILANTIN	6:00	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
DILANTIN 100mg	1:00 pm	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
CARAFATE 1gm	9:00 pm	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Haloperidol ^{0.5mg} HIS		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Diazepam ^{5mg} PRN		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA

Initial medications and identify initials below				
INITIALS	SIGNATURE	INITIALS	SIGNATURE	INSTRUCTIONS
L.S				1. Initial appropriate box on front when medication is given.
ERA	E. Rene Askew			2. Circle initial when medication is held and state the reason on reverse side of form.
				3. State reason for giving and result when PRN Medication is dispensed. Use reverse side of form.
				4. Circle initial when medications are refused, also document on reverse side of form.
				5. If meds are sent with the client, circle your initials on front of form, state reason on back.



RESIDENT'S NAME: R. [REDACTED] G. [REDACTED] DOCTOR'S NAME: K. W. Benschling Phone: 282-245

FIRE DRILL AND EVACUATION RECORD



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

CERTIFIED MAIL

July 1, 1996

Ms. Essie Askew
5917 N.E. Prescott
Portland, Oregon 97218

Dear Ms. Askew:

This letter is to update the information on the issues mentioned in the letter denying your license. This information indicates the issues are a continuing problem and therefore the reasons for denial of your license have not changed. The information is as follows:

1. You still have two persons, Jennifer Askew and Patricia Askew, living or working in your foster homes without having their criminal record form approved by this office.
2. Your residents are not being well-cared for. On June 5, 1996, Mr. Garcia only taken to the doctor because the nurse called to remind your caregiver the very morning of the appointment. This was despite the fact that Mr. Garcia was very ill. This is failure to seek appropriate medical care and failure to provide adequate care and is neglect. See Multnomah County Administrative Rule (MCAR) 890-015-660.
3. On June 4, 1996, your records were not correct, medications were charted ahead of the time they were given; medications were listed incorrectly on the medications sheets or were not listed at all. This is a violation of MCAR 890-020-510.

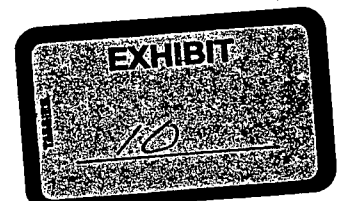
Sincerely,

Mary M. Fassell

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

c: Kathy Wiseman, Licensing Agent
Jean DeMaster, Program Manager
Gregory Gudger, Attorney, 4370 N.E. Halsey, Portland, Oregon,
97213

00030



3 of 0
YEAR 96

June MONTH June 1

MEDICATION	HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Carafate 1gm Td 4 Times a day Dilantin 100mg Cephalexin 500mg B-12 Vitamin 100mg Folic Acid 1gm Multivitamin	(am)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 1gm Dilantin 100mg Cephalexin 500mg	(noon)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 1gm Dilantin 100mg Cephalexin 500mg	(600)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
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		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Carafate 1gm Haloperidol 0.5mg	(Bed Time)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
		EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA

Initial medications and identify initials below				
INITIALS	SIGNATURE	INITIALS	SIGNATURE	INSTRUCTIONS
ERA	Eosie R. Asken			1. Initial appropriate box on front when medication is given.
LS	Luis Solomon			2. Circle initial when medication is held and state the reason on reverse side of form.
JS	Jennifer Salas			3. State reason for giving and refuse when PRN Medication is dispensed. Use reverse side of form.
				4. Circle initial when medications are refused, also document on reverse side of form.
				5. If meds are sent with the client, circle your initials on front of form, state reason on back.

RESIDENT'S NAME: R.G. DOCTOR'S NAME: Benesch Phone: 282-2446



Mary gingell
4 of 4

DOCTOR'S NAME: Dr Bernadine Phone: 282-2446

BOARD OF
COUNTY COMMISSIONERS

In the Matter of the Denial) City Hearing Office
of the Adult Care Home License) Case No. 162173
Application of Essie Askew,)

MULTNOMAH COUNTY)
OREGON)
Adult Care Home Program's
Rebuttal to Operator's
Exceptions

BACKGROUND

On April 18, 1996, the Adult Care Home Program notified Ms. Askew that it was denying her application for an adult care home license. She had previously been granted a provisional license. During the period in which she operated provisionally, she committed numerous, serious rule violations. The denial was based on these violations. Ms. Askew requested a hearing on the denial. The matter was set for hearing on Tuesday, July 16, 1996, at 9 a.m. Ms. Askew did not appear. The Adult Care Home Program (ACHP) presented its prima facie case to the hearing officer. Based on this record, the ACHP's license denial was affirmed. (July 19, 1996 hearing order, Exhibit A).

Also before the Board, in a separate but related matter, is the denial of a license application for Mr. Luis Solomon, who had worked as an unapproved resident manager in Ms. Askew's home during much of the same time period. Because it was a separate license application, a separate hearing was conducted, and we will treat the matter separately here. Because some documents make reference to both petitioners, however, this relationship is described for clarification.

ARGUMENT

The Board should affirm the hearing officer's order on the

1 record before it. There is no basis for re-opening this matter.
2 Ms. Askew does not indicate in her request for a hearing what
3 issue she wants to address. To the degree she now wants to
4 address the rule violations discussed in detail in Exhibit A, she
5 should not be permitted to raise them at this time. Ms. Askew
6 failed to appear to present evidence at her own hearing. To
7 permit her now to discuss the merits of the license denial would
8 be to permit her one more bite of the apple than any other
9 petitioner receives.

10 If Ms. Askew wants to discuss the procedural problems in
11 attempting to postpone the hearing, this issue is also addressed
12 in the hearing officer's order. The order indicates that Ms.
13 Askew mailed a request for a postponement on Friday, July 12 for a
14 hearing that was to be held on Tuesday, August 16. The request
15 was not received until after the hearing had occurred without Ms.
16 Askew on July 16. The hearing officer indicates:

17 Ms. Askew had been duly informed of and been aware of the
18 scheduled hearing time and date for at least two weeks prior
19 to the scheduled hearing. Ms. Askew has provided no good
20 reason why her request for postponement could not have been
21 filed in a more timely manner. * * * Ms. Askew's request for
postponement is denied on the ground that it was not timely
filed and no good cause for her failure to file her request
in a more timely manner has been shown.

22 Although the hearing order does not describe these
23 encounters, the Adult Care Home Program was contacted by an
24 attorney who stated she did not represent Ms. Askew, but was
25 seeking a postponement on her behalf. See Affidavit of Mary
26 Fassell attached hereto as Exhibit B. The ACHP told the attorney

1 that the ACHP was opposed to a postponement at this late date, but
2 that the decision would be the hearing officer's and that he
3 should be notified directly. This attorney contacted the hearing
4 officer, who apparently indicated that a request for a
5 postponement should come either from an attorney representing the
6 parties, or from the parties themselves. No such call was
7 received. See Exhibit B.

8 In summary, Ms. Askew failed to request a timely postponement
9 of her administrative hearing, despite having at least two weeks
10 notice, and then failed to appear at her hearing. The ACHP
11 program presented its evidence regarding the basis for denying Ms.
12 Askew's license to operate an adult care home. Their
13 determination was resoundingly affirmed by the hearing officer.
14 There is no sound reason to re-open this matter.

15 CONCLUSION

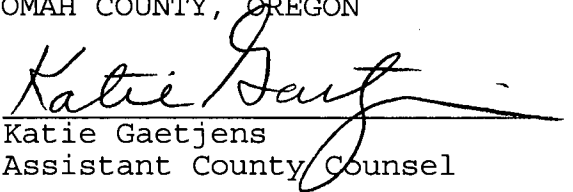
16 The Board should accept the hearing officer's order on
17 the record. A Form of Order is attached for this purpose.

18 DATED this 12th day of September, 1996

19 Respectfully submitted,

20 LAURENCE KRESSEL, COUNTY COUNSEL
21 MULTNOMAH COUNTY, OREGON

22 By


Katie Gaetjens
Assistant County Counsel

23
24
25
26 H:\Data\Advisory\Gaetjens\AgingServicesAskewRebuttalExceptions.doc



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
Code/Towing Hearings (503) 823-7307
FAX (503) 823-4347
TDD (503) 823-6868

HEARINGS OFFICER'S ORDER

APPEAL OF ESSIE RENE ASKEW

HEARING NO. 162173

DATE OF HEARING: Tuesday, July 16, 1996

APPEARANCES:

Ms. Mary Fassel, for Multnomah County
The Appellant, Essie Rene Askew did not appear.

HEARINGS OFFICER: Mr. William W. Shatzer

STATEMENT OF THE CASE:

This is an appeal from a determination of the Multnomah County Adult Care Home Program, denying the application of the appellant, Essie Askew, for a Multnomah County Adult Care Home License. The appellant was originally granted a provisional Adult Care Home License in November 1995 and that provisional license was renewed twice through April 14, 1996. On April 18, 1996, the Sanctions Specialist for the Multnomah County Adult Care Home Program determined that Ms. Askew had committed numerous and serious violations of the applicable Administrative Rules during the periods Ms. Askew had been operating under the provisional license and issued a Notification of Administrative Sanctions denying Ms. Askew's application for a permanent license. On May 3, 1996, Ms. Askew filed a written request for an appeal hearing pursuant to MCC 8.90.090 and MCAR 890-090-120. This proceeding followed.

PRELIMINARY RULING:

This matter was set for hearing at 9:00 A.M. on Tuesday, July 16, 1996. Written notification of the time, date and place of hearing was provided to all interested parties, including Ms. Askew on June 28, 1996.

Ms. Askew did not appear at the scheduled time for hearing. After waiting some time, the County requested and was permitted to proceed with the presentation of its prima facie case at approximately 9:15 A.M. The County concluded its presentation and the record was closed at approximately 11:15 A.M. Unbeknownst at that time to the hearings officer, a letter was received

EXHIBIT A
PAGE 1 OF 6

by the Hearings Office at approximately 11:05 A.M. from Ms. Askew requesting a postponement of the scheduled hearing. The letter was postmarked as being mailed on July 12, 1996.

Quite obviously, a request for postponement which is received nearly two hours after the hearing has commenced, more than two hours after the hearing was scheduled to commence, and after the County has presented the greater portion of its prima facie case comes far too late. Moreover, Ms. Askew had been duly informed of and been aware of the scheduled hearing time and date for at least two weeks prior to the scheduled hearing. Ms. Askew has provided no good reason why her request for postponement could not have been filed in a more timely manner. A letter mailed through the United States Postal Service only two business days before the scheduled hearing cannot be deemed to have been filed in a timely manner.

Ms. Askew's request for postponement is denied on the grounds that it was not timely filed and no good cause for her failure to file her request in a more timely manner has been shown.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

The County's evidence establishes that the appellant committed or suffered to be committed numerous and serious violations of the applicable Multnomah County Rules for the Licensure of Adult Care Homes during the approximately six-month period she operated her Adult Care Home under her provisional license.

1. Record Keeping Violations.

The record discloses that Ms. Askew's keeping of required records for her Adult Care Home were, quite frankly, sloppy and slipshod almost beyond belief.

A. Medication records, as required by MCAR 890-020-510, were not kept or maintained in a proper or usable manner. The medication chart for one resident shows that one resident "refused" his medications on December 18, 1995 when, in fact, that resident was in the hospital and not in Ms. Askew's home at all on that date. The medication chart for the same resident shows no medication at all for the dates of December 19 and 20 and for most of the day on December 21 when, in fact, the resident had been returned to Ms. Askew's home from the hospital and medicines should have had been administered. This resident's chart shows that all prescribed medications were administered on December 9, 1996, while handwritten notes in this resident's file indicate that the resident "refused" medication on that date.

Some of the other medication charts, such as Exhibits 8 and 11 have more medications entered in the charts than there are lines provided for initialing for the administration of the medications, making it impossible to determine exactly which, if any, medications were actually administered or which, if any, were "refused" by the resident.

Other charts failed to correctly list medications prescribed by the resident's physicians. Exhibit 8, for instance, indicates Carafate (a stomach medication) is to be administered 3 times a day and Dilantin (an anti-seizure medication) is to be administered 4 times per day while the evidence shows that, in fact, the physician's prescription required exactly the reverse with Carafate being administered 4 times per day and Dilantin 3 times per day. Either the medication charts do not

accurately reflect the medication actually administered or Ms. Askew was administering medication not in compliance with physicians' instructions.

Finally, as is evidenced by Exhibits 1 and 7, some or all of the medications entered on the charts fail to include the dosage administered. That dosage information is, of course, required to be included on medication charts by MCAR 890-020-510 (d).

The failure to maintain and make available medication charts complying with the provisions of MCAR 890-020-510 was a violation of that Rule.

B. Similar problems are apparent with the progress notes required to be maintained under MCAR 890-020-450 (c) and (d). As demonstrated by Exhibits 4 and 5, for one resident at least two separate sets of progress notes existed for the period between December 11, 1995, and January 3, 1996 - one set of which indicated the resident engaging in normal and unremarkable activities in and around the Adult Care Home on December 18 and 19 and one of which indicates the resident suffered a seizure in the very early morning hours of December 18 which required that 911 be notified and the resident transported to Emmanuel Hospital where he remained until the afternoon of the 19th. The conclusion is, of course, inescapable that one of these sets of progress notes is grossly inaccurate.

Similarly, a check of Ms. Askew's records by Multnomah County investigative personnel in late February of 1996 disclosed that no progress notes could be provided for either of Ms. Askew's two residents for the period between January 17 and February 27, 1996. Later, in March of 1996, Ms. Askew produced progress notes for that period but they had been prepared in a completely different manner than the remainder of her progress reports, incorporating weekly progress notes summaries rather than daily entries as used in the balance of Ms. Askew's progress reports. The conclusion is inescapable that Ms. Askew either failed to maintain or lost the required progress notes and later attempted to cover this failure by creating or recreating progress notes after the fact.

This failure to maintain and make available progress notes complying with the requirements of MCAR 890.020-450 was a violation of that Rule.

C. Ms. Askew failed to maintain care plans for either of her residents. Such plans are required under MCAR 890-020-720 and her failure to do so was a violation of that rule.

2. Neglect of Residents.

A. A resident was prescribed Dilantin, an anti-seizure medication. Apparently, according to Ms. Askew's medication charts, the resident "refused" this medication on six consecutive days from December 13, 1995, through December 18, 1996, apparently because it was causing him stomach distress. Perhaps not surprisingly, the resident suffered a seizure and required hospitalization in the early morning hours of December 18th. It seems apparent that this resident's seizure and hospitalization was directly related to the resident's failure to receive the prescribed medication during the preceding six-day period.

There is no indication in the records that Ms. Askew, at any time, sought the advice of professional medical personal or referred the resident to a physician. Had a physician been consulted, it is quite likely that a change in prescription to a different anti-seizure medication or the prescription of anti-

nausea medications would have allowed this resident to ingest an appropriate anti-seizure medication while lessening or eliminating the resident's distress. Ms. Askew was, or should have been, aware that the resident's failure to take prescribed medication could have serious adverse effects upon this resident's health. The failure to seek professional medical advice and assistance almost certainly directly contributed to the resident's seizure and subsequent hospitalization. Ms. Askew's failure to seek professional medical advice or to refer the resident to a physician caused or threatened to cause physical harm to the resident and was neglect under the provisions of MCAR 890-015-660.

B. When this resident was released from the hospital on December 19, 1995, he was scheduled to visit his physician for a follow-up exam on January 8, 1996. The resident failed to appear for this scheduled appointment and, in fact, was not re-examined by a physician until March of 1996. Under MCAR 890-020-500, the operator of an Adult Care Home is required to provide prompt assessment of a resident's medical needs. Ms. Askew's failure to ensure such a prompt assessment was neglect under the provisions of MCAR 890-015-660.

C. This resident was prescribed Diazepam, a Valium-type drug, to be administered on an "as needed" basis, no more frequently than once a day. The resident was, according to Ms. Askew's medical charts, administered Diazepam twice on March 12, 1996. This was a violation of MCAR 890-020-510(b).

Additionally, the medical charts show that this resident was administered Diazepam every single day, without exception, during the period January 18 through February 28, 1996, yet there is nothing in the medical records or progress notes to demonstrate any medical need for the administration of this drug that frequently. Nor is there any indication that professional medical advice was sought for any change in the resident's medical condition which might require or justify administering Diazepam this frequently.

While the state of Ms. Askew's records makes it difficult to determine exactly what, clearly something inappropriate was occurring during this period with the administration of Diazepam to this resident. Either the medication was being administered inappropriately or Ms. Askew failed to seek and obtain professional medical advice concerning any changes in the resident's condition which would make administering Diazepam with such frequency appropriate. Either case would constitute neglect under MCAR 890-015-660.

3. Unapproved Caregivers.

A. MCAR 890-020-230 forbids persons convicted of enumerated crimes from acting as a caregiver or being in the Adult Care Home on a regular basis. Ms. Askew employed or utilized her daughter, Patricia Askew, as a caregiver in the Adult Care Home, despite Patricia Askew's previous conviction of assault, an enumerated crime under MCAR 890-020-230. Ms. Askew continued to utilize Patricia Askew as a caregiver and allowed her to be present in the Adult Care Home on a regular basis even after being informed by the Multnomah County Adult Care Home Program that this was not permitted. This was a violation of MCAR 890-020-230.

B. MCAR 890-020-230(e) requires persons employed as caregivers to furnish a criminal record release authorization form to the Adult Care Home Program prior to or at the time of employment. Ms. Askew employed her daughter Jennifer Askew Solas as a caregiver in her Adult Care Home,

despite the fact that Ms. Solas had never furnished the required criminal record release authorization and was never approved as a caregiver. This was a violation of MCAR 890-020-230(e).

C. MCAR 890-020-320 requires certain training for all managers and caregivers in Adult Care Homes. Ms. Askew employed or utilized and continued to utilize Jennifer Askew Solas and Luis Solomon as caregivers in her Adult Care Home even though neither had completed the required training. This was a violation of MCAR 890-020-320.

4 Dishonesty and Lack of Cooperation.

MCAR 890-020-260 requires Adult Care Home operators to cooperate fully with Multnomah County Adult Care Home Program personnel and other regulatory personnel. This required cooperation necessarily implies that Adult Care Home operators deal with Multnomah County personnel honestly. The record in this case is replete with evidence that Ms. Askew has not meet this required standard of honesty.

When the criminal records check on Patricia Askew disclosed her assault conviction, Ms. Askew maintained to County personnel that the "Patricia Askew" on the conviction record was a different person than her daughter. She continued to do so even after Patricia Askew had submitted a letter admitting that she was, indeed, the person identified in the conviction record. There is evidence that Ms. Askew was attempting to actively conceal Patricia Askew's continued presence at the Adult Care Home after she had been informed that Patricia Askew's continue presence in the home was not permitted. There is substantial evidence to support the County's conclusion that Ms. Askew, or someone in her employ, prepared a fraudulent after-the-fact fire drill record in an attempt to conceal the fact that a required fire drill had not been performed as required. The presence of the two conflicting sets of progress notes on one resident contains a strong implication that one or the other was prepared in a conscious attempt to mislead County investigative personnel or to conceal prior record keeping deficiencies. Similarly, the sudden appearance of the missing progress notes for the period January 17 through February 27 prepared in a completely different format than the progress notes before and after that date supports a reasonable inference that those progress notes were prepared after the fact in an attempt to conceal Ms. Askew's failure to create and maintain these records initially.

B. Ms. Askew's actions during the March 20, 1996 staff visit to her Adult Care Home evidences a similar lack of cooperation with Multnomah County personnel. The evidence establishes that Ms. Askew was extremely hostile and belligerent with County personnel; yelling, engaging in derogatory and belittling remarks and throwing dishes. She instructed Luis Solomon not to answer questions about medications administered to the residents. The situation was sufficiently hostile that County personnel felt compelled to terminate the visit prematurely and before all desired records and information had been obtained or reviewed.

Creating a hostile and threatening environment sufficient to impede the legitimate investigative functions of County personnel falls far short of the level of cooperation required by MCAR 890-020-260 and is a violation thereof. Similarly, Ms. Askew's attempts to "cover up" and mislead County personnel are the antithesis of the cooperation required by MCAR 890-020-260 and is a violation there of.

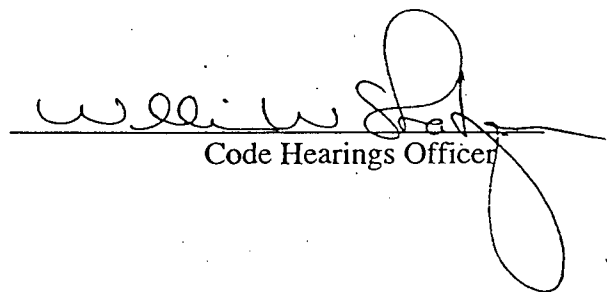
ORDER AND DETERMINATION:

The Notice of Sanctions dated April 18, 1996, denying the appellant Essie R. Askew's application for a Multnomah County Adult Care Home License is SUSTAINED.

This order and determination has been mailed to the parties on July 19, 1996, and shall become final on August 8, 1996, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: Thursday, July 18, 1996

WWS:ry


Code Hearings Officer

1 In the Matter of the Denial)
2 of the Adult Care Home License)
3 Application of Essie Askew)

City Hearing Office
Case No. 162173

Affidavit of Mary Fassell
in Support of the Adult
Care Home's Rebuttal

4 STATE OF OREGON)
5) ss.
6 COUNTY OF MULTNOMAH)

7 I, Mary Fassell, being first duly sworn, depose and state:

8 1. I am the Sanctions Specialist for the Multnomah County
9 Department of Aging Services' Adult Care Home Program. I have
10 held this position for three and one-half years.

11 2. In my role as Sanctions Specialist, I issue notices of
12 sanctions to applicants and operators, and am contacted by the
13 applicants and operators if they wish to have a hearing before an
14 independent hearing officer.

15 3. When I receive a request for a hearing, I notify the
16 hearing office and the hearing office staff schedule the hearing
17 time and place and contact the parties, including the Adult Care
18 Home Program, with this information.

19 4. On July 1, 1996, the Adult Care Home Program received
20 notice that the hearing office scheduled Ms. Askew's hearing for
21 July 16, 1996. The notice was mailed on June 28, 1996. I assume
22 Ms. Askew received her notice at about the same time.

23 5. On July 12, 1996, I received a voice mail from an
24 attorney, Susan Eiselhard, stating that she did not represent Essie
25 Askew, but that she was calling to request a postponement of Ms.
26 Askew's hearing which was scheduled for Tuesday, July 16, 1996.

1 She indicated Ms. Askew wanted to obtain an attorney. After
2 consulting with the Program Manager and the Deputy Administrator, I
3 notified this attorney, by voice mail, that the Adult Care Home
4 Program was opposed to a continuance this close to the hearing date.
5 I also notified her that the Adult Care Home Program could not make
6 the decision to postpone or not, and that the hearing officer
7 should be contacted. I gave her his phone number.

8 6. The Adult Care Home Program was opposed to a
9 postponement two days before hearing because numerous witnesses
10 had been scheduled, staff had rearranged vacation plans to be
11 available, the hearing officer's schedule would make rescheduling
12 any time soon difficult, and because there was serious concern
13 about the care of one of the resident's in Ms. Askew's home. On
14 Monday, July 15, the day before the hearing, the Adult Care Home
15 Program received a letter from Essie Askew and Luis Solomon (whose
16 hearing was scheduled for July 19, 1996) asking that their
17 hearings be postponed. Because they had been notified that they
18 needed to deal directly with the hearing officer, the ACHP did not
19 respond to this letter.

20 7. At the time of the hearing, the hearing officer informed
21 me that he had received a phone call from the same attorney, who
22 described herself as not representing Ms. Askew, requesting a
23 postponement. He told her that he needed to hear either from Ms.
24 Askew herself or from an attorney who did represent her. He

25 ...

26 ...

1 received no such contact before the hearing.

2 DATED this 12th day of September, 1996.

3

4

Mary Fassell
Mary Fassell

5

6

SUBSCRIBED AND SWORN to before me, this 12th day of
September, 1996.

7

Rita R. Magionas
Notary Public for Oregon

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My Commission Expires: Sept 3, 2000

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of the Denial) ORDER NO.
of the Adult Care Home License) 96- 166
Application of Essie Askew)

The Board of County Commissioners has reviewed the record,
Hearing Officer's Order and the Adult Care Home Program's
Response regarding the appeal of Essie Askew from an Order of the
Hearing Officer affirming the Adult Care Home Program's denial of
her license application to operate an adult care home. The
Hearing Officer found that Ms. Askew failed to maintain and make
available medication charts complying with the provisions of MCAR
890-020-510, failed to maintain and make available progress notes
complying with the requirements of MCAR 890-020-450, and failed
to maintain care plans for her residents, as required by MCAR
890-020-720.

In addition, Ms. Askew neglected residents in violation of
MCAR 890-015-660, by failing to seek medical advice when
indicated, failing to obtain required medical assessments, and
either administering medication inappropriately to a resident or
failing to seek medical advice when a significant change in a
resident's medical condition occurred. Ms. Askew also permitted
unapproved care providers to give care in her home, who had not
received required training.

Finally, the Hearing Officer found that the "record was
replete" with evidence that Ms. Askew had dealt with County
personnel in a dishonest and hostile manner, and failed to

1 cooperate in investigations, in violation of MCAR 890-020-260.

2 The Board accepts the Hearing Officer's Order, attached
3 hereto as Exhibit A. The Board finds that the Hearing Officer's
4 Order is fully supported by the record and that there are no
5 grounds for rejecting or modifying the Hearing Officer's Order.

6 IT IS HEREBY ORDERED that the Order of the Hearing Officer
7 in the appeal of Essie Askew is accepted.

8 Review of this final Order may be taken solely and
9 exclusively by Writ of Review in the manner set forth in ORS
10 34.020 to ORS 34.100.

11 Approved this 19th day of September, 1996.



12 BOARD OF COUNTY COMMISSIONERS
13 MULTNOMAH COUNTY, OREGON

14 By Don Gault
15 for Beverly Stein, Chair
16
17
18
19
20

21 REVIEWED:

22 PETER KASTING, SPECIAL COUNSEL
23 FOR MULTNOMAH COUNTY, OREGON

24 By P. Kasting
25 Peter Kasting
26

H/Data/Advisory/Gaetjens/Askew Board Order.doc



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Land Use Hearings (503) 823-7719
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FAX (503) 823-4347
TDD (503) 823-6868

HEARINGS OFFICER'S ORDER

APPEAL OF ESSIE RENE ASKEW

HEARING NO. 162173

DATE OF HEARING: Tuesday, July 16, 1996

APPEARANCES:

Ms. Mary Fassel, for Multnomah County
The Appellant, Essie Rene Askew did not appear.

HEARINGS OFFICER: Mr. William W. Shatzer

STATEMENT OF THE CASE:

This is an appeal from a determination of the Multnomah County Adult Care Home Program, denying the application of the appellant, Essie Askew, for a Multnomah County Adult Care Home License. The appellant was originally granted a provisional Adult Care Home License in November 1995 and that provisional license was renewed twice through April 14, 1996. On April 18, 1996, the Sanctions Specialist for the Multnomah County Adult Care Home Program determined that Ms. Askew had committed numerous and serious violations of the applicable Administrative Rules during the periods Ms. Askew had been operating under the provisional license and issued a Notification of Administrative Sanctions denying Ms. Askew's application for a permanent license. On May 3, 1996, Ms. Askew filed a written request for an appeal hearing pursuant to MCC 8.90.090 and MCAR 890-090-120. This proceeding followed.

PRELIMINARY RULING:

This matter was set for hearing at 9:00 A.M. on Tuesday, July 16, 1996. Written notification of the time, date and place of hearing was provided to all interested parties, including Ms. Askew on June 28, 1996.

Ms. Askew did not appear at the scheduled time for hearing. After waiting some time, the County requested and was permitted to proceed with the presentation of its prima facie case at approximately 9:15 A.M. The County concluded its presentation and the record was closed at approximately 11:15 A.M. Unbeknownst at that time to the hearings officer, a letter was received

EXHIBIT - A
PAGE 1 OF 6

by the Hearings Office at approximately 11:05 A.M. from Ms. Askew requesting a postponement of the scheduled hearing. The letter was postmarked as being mailed on July 12, 1996.

Quite obviously, a request for postponement which is received nearly two hours after the hearing has commenced, more than two hours after the hearing was scheduled to commence, and after the County has presented the greater portion of its prima facie case comes far too late. Moreover, Ms. Askew had been duly informed of and been aware of the scheduled hearing time and date for at least two weeks prior to the scheduled hearing. Ms. Askew has provided no good reason why her request for postponement could not have been filed in a more timely manner. A letter mailed through the United States Postal Service only two business days before the scheduled hearing cannot be deemed to have been filed in a timely manner.

Ms. Askew's request for postponement is denied on the grounds that it was not timely filed and no good cause for her failure to file her request in a more timely manner has been shown.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

The County's evidence establishes that the appellant committed or suffered to be committed numerous and serious violations of the applicable Multnomah County Rules for the Licensure of Adult Care Homes during the approximately six-month period she operated her Adult Care Home under her provisional license.

1. Record Keeping Violations.

The record discloses that Ms. Askew's keeping of required records for her Adult Care Home were, quite frankly, sloppy and slipshod almost beyond belief.

A. Medication records, as required by MCAR 890-020-510, were not kept or maintained in a proper or usable manner. The medication chart for one resident shows that one resident "refused" his medications on December 18, 1995 when, in fact, that resident was in the hospital and not in Ms. Askew's home at all on that date. The medication chart for the same resident shows no medication at all for the dates of December 19 and 20 and for most of the day on December 21 when, in fact, the resident had been returned to Ms. Askew's home from the hospital and medicines should have had been administered. This resident's chart shows that all prescribed medications were administered on December 9, 1996, while handwritten notes in this resident's file indicate that the resident "refused" medication on that date.

Some of the other medication charts, such as Exhibits 8 and 11 have more medications entered in the charts than there are lines provided for initialing for the administration of the medications, making it impossible to determine exactly which, if any, medications were actually administered or which, if any, were "refused" by the resident.

Other charts failed to correctly list medications prescribed by the resident's physicians. Exhibit 8, for instance, indicates Carafate (a stomach medication) is to be administered 3 times a day and Dilantin (an anti-seizure medication) is to be administered 4 times per day while the evidence shows that, in fact, the physician's prescription required exactly the reverse with Carafate being administered 4 times per day and Dilantin 3 times per day. Either the medication charts do not

accurately reflect the medication actually administered or Ms. Askew was administering medication not in compliance with physicians' instructions.

Finally, as is evidenced by Exhibits 1 and 7, some or all of the medications entered on the charts fail to include the dosage administered. That dosage information is, of course, required to be included on medication charts by MCAR 890-020-510 (d).

The failure to maintain and make available medication charts complying with the provisions of MCAR 890-020-510 was a violation of that Rule.

B. Similar problems are apparent with the progress notes required to be maintained under MCAR 890-020-450 (c) and (d). As demonstrated by Exhibits 4 and 5, for one resident at least two separate sets of progress notes existed for the period between December 11, 1995, and January 3, 1996 - one set of which indicated the resident engaging in normal and unremarkable activities in and around the Adult Care Home on December 18 and 19 and one of which indicates the resident suffered a seizure in the very early morning hours of December 18 which required that 911 be notified and the resident transported to Emmanuel Hospital where he remained until the afternoon of the 19th. The conclusion is, of course, inescapable that one of these sets of progress notes is grossly inaccurate.

Similarly, a check of Ms. Askew's records by Multnomah County investigative personnel in late February of 1996 disclosed that no progress notes could be provided for either of Ms. Askew's two residents for the period between January 17 and February 27, 1996. Later, in March of 1996, Ms. Askew produced progress notes for that period but they had been prepared in a completely different manner than the remainder of her progress reports, incorporating weekly progress notes summaries rather than daily entries as used in the balance of Ms. Askew's progress reports. The conclusion is inescapable that Ms. Askew either failed to maintain or lost the required progress notes and later attempted to cover this failure by creating or recreating progress notes after the fact.

This failure to maintain and make available progress notes complying with the requirements of MCAR 890.020-450 was a violation of that Rule.

C. Ms. Askew failed to maintain care plans for either of her residents. Such plans are required under MCAR 890-020-720 and her failure to do so was a violation of that rule.

2. Neglect of Residents.

A. A resident was prescribed Dilantin, an anti-seizure medication. Apparently, according to Ms. Askew's medication charts, the resident "refused" this medication on six consecutive days from December 13, 1995, through December 18, 1996, apparently because it was causing him stomach distress. Perhaps not surprisingly, the resident suffered a seizure and required hospitalization in the early morning hours of December 18th. It seems apparent that this resident's seizure and hospitalization was directly related to the resident's failure to receive the prescribed medication during the preceding six-day period.

There is no indication in the records that Ms. Askew, at any time, sought the advice of professional medical personal or referred the resident to a physician. Had a physician been consulted, it is quite likely that a change in prescription to a different anti-seizure medication or the prescription of anti-

nausea medications would have allowed this resident to ingest an appropriate anti-seizure medication while lessening or eliminating the resident's distress. Ms. Askew was, or should have been, aware that the resident's failure to take prescribed medication could have serious adverse effects upon this resident's health. The failure to seek professional medical advice and assistance almost certainly directly contributed to the resident's seizure and subsequent hospitalization. Ms. Askew's failure to seek professional medical advice or to refer the resident to a physician caused or threatened to cause physical harm to the resident and was neglect under the provisions of MCAR 890-015-660.

B. When this resident was released from the hospital on December 19, 1995, he was scheduled to visit his physician for a follow-up exam on January 8, 1996. The resident failed to appear for this scheduled appointment and, in fact, was not re-examined by a physician until March of 1996. Under MCAR 890-020-500, the operator of an Adult Care Home is required to provide prompt assessment of a resident's medical needs. Ms. Askew's failure to ensure such a prompt assessment was neglect under the provisions of MCAR 890-015-660.

C. This resident was prescribed Diazepam, a Valium-type drug, to be administered on an "as needed" basis, no more frequently than once a day. The resident was, according to Ms. Askew's medical charts, administered Diazepam twice on March 12, 1996. This was a violation of MCAR 890-020-510(b).

Additionally, the medical charts show that this resident was administered Diazepam every single day, without exception, during the period January 18 through February 28, 1996, yet there is nothing in the medical records or progress notes to demonstrate any medical need for the administration of this drug that frequently. Nor is there any indication that professional medical advice was sought for any change in the resident's medical condition which might require or justify administering Diazepam this frequently.

While the state of Ms. Askew's records makes it difficult to determine exactly what, clearly something inappropriate was occurring during this period with the administration of Diazepam to this resident. Either the medication was being administered inappropriately or Ms. Askew failed to seek and obtain professional medical advice concerning any changes in the resident's condition which would make administering Diazepam with such frequency appropriate. Either case would constitute neglect under MCAR 890-015-660.

3. Unapproved Caregivers.

A. MCAR 890-020-230 forbids persons convicted of enumerated crimes from acting as a caregiver or being in the Adult Care Home on a regular basis. Ms. Askew employed or utilized her daughter, Patricia Askew, as a caregiver in the Adult Care Home, despite Patricia Askew's previous conviction of assault, an enumerated crime under MCAR 890-020-230. Ms. Askew continued to utilize Patricia Askew as a caregiver and allowed her to be present in the Adult Care Home on a regular basis even after being informed by the Multnomah County Adult Care Home Program that this was not permitted. This was a violation of MCAR 890-020-230.

B. MCAR 890-020-230(e) requires persons employed as caregivers to furnish a criminal record release authorization form to the Adult Care Home Program prior to or at the time of employment. Ms. Askew employed her daughter Jennifer Askew Solas as a caregiver in her Adult Care Home,

despite the fact that Ms. Solas had never furnished the required criminal record release authorization and was never approved as a caregiver. This was a violation of MCAR 890-020-230(e).

C. MCAR 890-020-320 requires certain training for all managers and caregivers in Adult Care Homes. Ms. Askew employed or utilized and continued to utilize Jennifer Askew Solas and Luis Solomon as caregivers in her Adult Care Home even though neither had completed the required training. This was a violation of MCAR 890-020-320.

4 Dishonesty and Lack of Cooperation.

MCAR 890-020-260 requires Adult Care Home operators to cooperate fully with Multnomah County Adult Care Home Program personnel and other regulatory personnel. This required cooperation necessarily implies that Adult Care Home operators deal with Multnomah County personnel honestly. The record in this case is replete with evidence that Ms. Askew has not meet this required standard of honesty.

When the criminal records check on Patricia Askew disclosed her assault conviction, Ms. Askew maintained to County personnel that the "Patricia Askew" on the conviction record was a different person than her daughter. She continued to do so even after Patricia Askew had submitted a letter admitting that she was, indeed, the person identified in the conviction record. There is evidence that Ms. Askew was attempting to actively conceal Patricia Askew's continued presence at the Adult Care Home after she had been informed that Patricia Askew's continue presence in the home was not permitted. There is substantial evidence to support the County's conclusion that Ms. Askew, or someone in her employ, prepared a fraudulent after-the-fact fire drill record in an attempt to conceal the fact that a required fire drill had not been performed as required. The presence of the two conflicting sets of progress notes on one resident contains a strong implication that one or the other was prepared in a conscious attempt to mislead County investigative personnel or to conceal prior record keeping deficiencies. Similarly, the sudden appearance of the missing progress notes for the period January 17 through February 27 prepared in a completely different format than the progress notes before and after that date supports a reasonable inference that those progress notes were prepared after the fact in an attempt to conceal Ms. Askew's failure to create and maintain these records initially.

B. Ms. Askew's actions during the March 20, 1996 staff visit to her Adult Care Home evidences a similar lack of cooperation with Multnomah County personnel. The evidence establishes that Ms. Askew was extremely hostile and belligerent with County personnel; yelling, engaging in derogatory and belittling remarks and throwing dishes. She instructed Luis Solomon not to answer questions about medications administered to the residents. The situation was sufficiently hostile that County personnel felt compelled to terminate the visit prematurely and before all desired records and information had been obtained or reviewed.

Creating a hostile and threatening environment sufficient to impede the legitimate investigative functions of County personnel falls far short of the level of cooperation required by MCAR 890-020-260 and is a violation thereof. Similarly, Ms. Askew's attempts to "cover up" and mislead County personnel are the antithesis of the cooperation required by MCAR 890-020-260 and is a violation thereof.

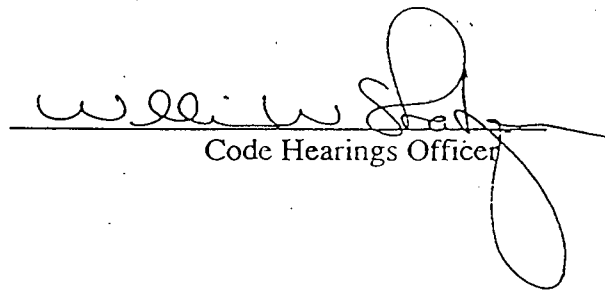
ORDER AND DETERMINATION:

The Notice of Sanctions dated April 18, 1996, denying the appellant Essie R. Askew's application for a Multnomah County Adult Care Home License is SUSTAINED.

This order and determination has been mailed to the parties on July 19, 1996, and shall become final on August 8, 1996, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: Thursday, July 18, 1996

WWS:ry


Code Hearings Officer