



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Bill Farver, Interim Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214
Phone: (503) 988-3308 FAX (503) 988-3093
Email: mult.chair@co.multnomah.or.us

Pauline Anderson, Interim Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
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pauline.s.anderson@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
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Email: serena.m.cruz@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214
Phone: (503) 988-5217 FAX (503) 988-5262
Email: lisa.h.naito@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214
Phone: (503) 988-5213 FAX (503) 988-5262
Email: lonnie.j.roberts@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

Email: deborah.l.bogstad@co.multnomah.or.us

**INDIVIDUALS WITH DISABILITIES PLEASE
CALL THE BOARD CLERK AT (503) 988-3277,
OR MULTNOMAH COUNTY TDD PHONE
(503) 988-5040, FOR INFORMATION ON
AVAILABLE SERVICES AND ACCESSIBILITY.**

MAY 8, 9 & 10, 2001

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg. 2	9:30 a.m. & 1:30 p.m. Tuesday Budget Deliberations: AM - Central CBAC Report and DLS; PM - DSCD
Pgs 3 & 4	1:30 p.m. Wednesday Service Districts Budget Hearings and Budget Deliberations: Auditor & NOND
Pg. 5	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg. 6	10:15 a.m. Thursday Ordinance Reading
Pg. 7	10:40 a.m. Thursday Board Briefings
Pg. 7	6:00 p.m. Thursday Public Hearing & Testimony on the County Budget
Pg. 8	Updated 2001-2002 County Budget Deliberations Schedule

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

Thursday, 9:30 AM, (LIVE) Channel 30
Friday, 11:00 PM, Channel 30
Saturday, 10:00 AM, Channel 30
(Saturday Playback for East County Only)
Sunday, 11:00 AM, Channel 30
Produced through Multnomah Community
Television

Tuesday, May 8, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

AM BUDGET DELIBERATIONS

1. **CENTRAL CITIZEN BUDGET ADVISORY COMMITTEE REPORT**
Presentation by Chair M'Lou Christ

2. **DEPARTMENT OF LIBRARY SERVICES**

- I. Introduction by Ginnie Cooper, Library Director
 - II. CBAC Report by Terry McCall, Library Board Chair
 - III. Keeping our Commitment – Year 4 of the Library Levy
 - a. Expenditures & Revenues
 - b. FTE Changes
 - c. Delivering Library Services
 - ◆ Overview – how are we doing?
 - ◆ Highlights
 - Book Budget
 - Teen Initiative
 - ◆ Implementing the Plan
 - LIBROS
 - Services to Children
 - ◆ Buildings
 - IV. Issues & Challenges
 - a. The Fifth Year and Beyond
 - b. Meeting Students Needs
 - c. East County Agenda
 - V. Questions
-

Tuesday, May 8, 2001 - 1:30 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PM BUDGET DELIBERATIONS

3. **DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

- I. Mike Oswald, DSCD Interim Director
 - Department Overview
 - Significant DSCD Activities during FY2001

- Board Resolution
Capital Process Resolution
Fleet Audit
Animal Control Task Force Recommendations
Program changes
- II. Tom Doyle, Chair, DSCD CBAC - Presentation
 - III. FY 2002 Challenges:
 - Peter Wilcox – Assistant Director, Housing Program
 - Harold Lasley – Transportation Director
 - Dan Brown – Facilities & Property Management Director
 - IV. Board Questions
-

Wednesday, May 9, 2001 - 1:30 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET HEARING

4. **SERVICE DISTRICTS**
Presentation by Tom Hansell

(Recess as the Board of County Commissioners and convene as the Budget Committee for **DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1**)

R-1 Appointment of Gay Richardson to Serve a Three Year Term as a Budget Committee Member

R-2 Appointments of Budget Committee Chair and Secretary

R-3 PUBLIC HEARING to Consider and Approve the 2001-2002 Dunthorpe Riverdale Sanitary Service District No. 1 Proposed Budget for Submittal to the Tax Supervising and Conservation Commission

(Recess as the Budget Committee for Dunthorpe Riverdale Sanitary Service District No. 1 and convene as the Budget Committee for **MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14**)

R-4 Appointment of Paula Watari to Serve a Three Year Term as a Budget Committee Member

R-5 Appointments of Budget Committee Chair and Secretary

R-6 PUBLIC HEARING to Consider and Approve the 2001-2002 Mid County Street Lighting Service District No. 14 Proposed Budget for Submittal to the Tax Supervising and Conservation Commission

(Recess as the Budget Committee for Mid County Street Lighting Service District No. 14 and reconvene as the Board of County Commissioners)

Wednesday, May 9, 2001 - 1:40 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET DELIBERATIONS

5. **NON-DEPARTMENTAL**

Agency	Name	Time
Non-Departmental CBAC	John Mulvey	1:40-1:55
Commission on Children, Families, and Community	Jim Clay, Commission Members	1:55-2:25
Watermaster, District 20	Juno Pandian	2:25-2:30
County Attorney	Tom Sponsler	2:30-2:40
Public Affairs Office	Gina Mattioda	2:40-2:50
Citizen Involvement Committee	John Legry, committee members	2:50-3:00
<i>Short Break</i>		3:00-3:10
Auditor's Office	Suzanne Flynn	3:10-3:20
RACC	David Hudson/Cindy Chittenden	3:20-3:25
MHRC/ONI	Amalia Alarcon-Gaddie	3:25-3:30
OSU Extension	Paul Sunderlund	3:30-3:40
Elders in Action	Becky Wehrli	3:40-3:50
Questions/follow-up items	Budget Office	3:50-4:00

Thursday, May 10, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DISTRICT ATTORNEY'S OFFICE

C-1 Amendment 5 to Intergovernmental Revenue Agreement 4600001483 with the City of Portland Police Bureau, Extending Funding for 3 FTE Deputy District Attorneys from the Portland Police Bureau Local Law Enforcement Block Grant

SHERIFF'S OFFICE

C-2 Intergovernmental Revenue Agreement 0111028 with the United States Marshals Service, for the Housing, Safekeeping and Subsistence of Federal Prisoners at the Multnomah County Detention Center Facility

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-3 Intergovernmental Revenue Agreement 0110886 with the State of Oregon Office of Medical Assistance, to Allow for Medicaid Administrative Claiming for the County's "Federal Financial Participation" Option

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

C-4 Wallace Medical Concern Sublease of 120 Square Feet of Office Space and Shared Use of Exam Rooms, Reception Area and Other Common Areas within the Rockwood Neighborhood Health Access Clinic Building at 800 SE 181st Avenue

DEPARTMENT OF HEALTH

C-5 Renewal and Amendment 1 to Intergovernmental Agreement 4600001790 with Oregon Health Sciences University, Providing Comprehensive Case Management Services for Low-Income Persons Living with HIV/AIDS

C-6 Renewal of Intergovernmental Agreement 4600001799 with Oregon Health Sciences University, Providing Dental Services for Low-Income Persons Living with HIV/AIDS at the Russell Street Dental Clinic

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF SUPPORT SERVICES - 9:30 AM

R-1 Connecting Multnomah County's Affirmative Action Plan to a Diverse Workforce. Presented by Cecilia Johnson and Staff.

R-2 RESOLUTION Authorizing the County to Amend October 1, 1998 Lease Agreement and to Provide Funds to the Children's Land Trust, Formerly Known as the Regional Children's Campus Inc. (RCC), for Reimbursement of Certain Development Costs

SHERIFF'S OFFICE - 9:55 AM

R-3 RESOLUTION Directing the Finance Division to Redirect Bond Money to the Wapato Project

DEPARTMENT OF HEALTH - 10:00 AM

R-4 NOTICE OF INTENT to Apply for Grant Funding through the Substance Abuse and Mental Health Services Administration's Build Healthy Community Programs to Support the County's Behavioral Health Integration Project

R-5 NOTICE OF INTENT to Respond to the Ryan White Care Act Title III HIV Planning and Capacity Building Grant Program Request for Proposals

R-6 First Reading of an ORDINANCE Amending MCC §§ 21.501, 21.503 and 21.999 Relating to Smoke-Free Workplaces

AGING AND DISABILITY SERVICES DEPARTMENT - 10:25 AM

R-7 NOTICE OF INTENT to Respond to a Request for Proposals from the Federal Office of Victims of Crime for a Crime Victims with Disabilities Coordinated Response Project Grant

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 10:30 AM

R-8 RESOLUTION Authorizing Grant of Easement to City of Portland for Public Street and Walkway [Hollywood Library Mixed-Use Project]

NON-DEPARTMENTAL - 10:35 AM

R-9 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code §§ 3.301 and 3.306 Relating to the Citizen Budget Advisory Committee (CBAC) for the Department of Aging and Disability Services

R-10 Budget Modification CFS 49 Requesting \$10,000 from General Fund Contingency for the Brentwood-Darlington Community Center

Thursday, May 10, 2001 - 10:40 AM
(OR IMMEDIATELY FOLLOWING REGULAR AGENDA)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 Mental Health Risk Analysis. Presented by Dave Boyer and Jim Gaynor.
- B-2 Update on Implementation of Animal Control Task Force Recommendations. Presented by Gary Hendel.

Thursday, May 10, 2001 - 6:00 PM
Midland Branch Library, Large Meeting Room
805 SE 122nd Avenue, Portland

PUBLIC HEARING

PH-1 Opportunity for Public Input on the 2001-2002 Multnomah County Budget. Testimony Limited to Three Minutes Per Person.

2001-2002 Multnomah County Budget Deliberations Schedule
***All sessions to be in held in the Multnomah Building,**
Commissioners Boardroom 100, 501 SE Hawthorne
Boulevard, except as noted*

Thur, April 26, 2001	9:30 to noon	Executive Budget Overview Presentation to Board and Regular Board Meeting
Tue, May 1, 2001	9:00 to 3:00 p.m.	Board Budget Work Session on Issues
Thur, May 3, 2001	9:30 to noon	Executive Budget Message and Board Approval of Budget for Transmission to Tax Supervising and Conservation Commission, Regular Board Meeting
Tue, May 8, 2001	9:30 to noon	Central Citizen Budget Advisory Committee Report & Department of Library Services Budget Hearing
Tue, May 8, 2001	1:30 to 4:00 p.m.	Department of Sustainable Community Development Budget Hearing
Wed, May 9, 2001	1:30 to 4:00 p.m.	Non-Departmental and Special Service Districts Budget Hearings
*Thur, May 10, 2001	6:00 to 8:00 p.m.	Public Hearing and Testimony on the Multnomah County Budget, Midland Branch Library, 805 SE 122nd Avenue, Portland
Tue, May 15, 2001	9:30 to noon	Public Affairs Office Legislative Update discussion, followed by Department of Aging and Disability Services Budget Hearing

2001-2002 Multnomah County Budget Deliberations Schedule
***All sessions to be in held in the Multnomah Building,**
Commissioners Boardroom 100, 501 SE Hawthorne
Boulevard, except as noted*

Tue, May 15, 2001	2:30 to 4:00 p.m.	Mental Health System Briefing
Wed, May 16, 2001	9:30 to noon	Health Department Budget Hearing
Wed, May 16, 2001	1:30 to 4:00 p.m.	Department of Community and Family Services Budget Hearing
*Thur, May 17, 2001	6:00 to 8:00 p.m.	Public Hearing and Testimony on the Multnomah County Budget, North Portland Branch Library, 512 N Killingsworth, Portland
Tue, May 22, 2001	9:30 to noon	District Attorney's Office Budget Hearing and Mental Health Council Briefing
Tue, May 22, 2001	1:30 to 4:00 p.m.	Department of Juvenile and Adult Community Justice Budget Hearing
Wed, May 23, 2001	9:30 to noon	Sheriff's Office Budget Hearing
Wed, May 23, 2001	1:30 to 3:00 p.m.	Department of Support Services Budget Hearing
*Wed, May 23, 2001	6:00 to 8:00 p.m.	Public Hearing and Testimony on the Multnomah County Budget, Gresham Branch Library, 385 NW Miller, Gresham
Tue, May 29, 2001	9:30 to noon	Capital Program Budget Hearing

2001-2002 Multnomah County Budget Deliberations Schedule
***All sessions to be in held in the Multnomah Building,**
Commissioners Boardroom 100, 501 SE Hawthorne
Boulevard, except as noted*

Tue, May 29, 2001	1:30 to 4:00 p.m.	Discussion, Follow-up Info, Review Budget Amendments Work Session
Wed, May 30, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Wed, May 30, 2001	1:30 to 4:00 p.m.	Discussion, Follow-up Info, Review Budget Amendments Work Session
Tue, June 5, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Tue, June 5, 2001	1:30 to 4:00 p.m.	Discussion, Follow-up Info, Review Budget Amendments Work Session
Wed, June 6, 2001	9:30 to noon	Discussion, Follow-up Info, Review Budget Amendments Work Session
Thur, June 7, 2001	1:30 to 3:00 p.m.	Tax Supervising and Conservation Commission Public Hearing and Testimony on Multnomah County Budget (quorum of BCC to attend)
Thur, June 7, 2001	6:00 to 8:00 p.m.	Public Hearing and Testimony on the Multnomah County Budget
Thur, June 14, 2001	9:30 to noon	Public Hearing and Testimony and Adoption of Budget and Amendments and Regular Board Meeting

MEETING DATE: May 10, 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Extension to Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau extends funding 3 FTE deputy district attorneys from the Portland Police Bureau Local Law Enforcement Block Grant.

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

REGULAR MEETING: DATE REQUESTED: 5/10/01
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: District Attorney's Office

CONTACT: Scott Marcy TELEPHONE #: (503) 988-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: _____ (consent calendar item)

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Extension to Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau extends funding 3 FTE deputy district attorneys from the Portland Police Bureau Local Law Enforcement Block Grant.

05/10/01 ORIGINALS to KATHY GRAHAM

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael D Schrunk
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

MEETING DATE: MAY 10 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Extension to Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau extends funding 3 FTE deputy district attorneys from the Portland Police Bureau Local Law Enforcement Block Grant.

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

REGULAR MEETING: DATE REQUESTED: 5/10/01
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: _____

CONTACT: Scott Marcy TELEPHONE #: 988-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Extension to Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau extends funding 3 FTE deputy district attorneys from the Portland Police Bureau Local Law Enforcement Block Grant.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael D. Schmitt
(OR)
DEPARTMENT
MANAGER _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk @ 988-3277

01 MAY 10 2001
MILTON
ORIGIN
MAY 10 2001
MILTON
ORIGIN

BOGSTAD Deborah L

From: KIRK Christine
Sent: Wednesday, May 09, 2001 8:57 AM
To: BOGSTAD Deborah L; NAITO Lisa H; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; FARVER Bill M; BIANCO Diana M; PETERSEN Melinda G; FARRELL Delma D
Cc: SCHRUNK Michael D; Ozanne Peter
Subject: RE: C-1 on May 10, 2001 agenda

I would just like to clarify the decision that is in front of the Board on Thursday concerning the law enforcement block grant. The Board will be approving the extension on the date for a contract that was finalized in August of 2000. At that time the City granted the use of Block Grant funds for a neighborhood and a drug deputy. The matter in front of the Board is to allow the time period on that contract to be extended from February 24, 2002 to September 30, 2002. This will allow the DA's office to continue to fund these two positions using the Block Grant as allowed by the City. The decision to be made does not have any impact on future law enforcement block grant funding; it will solely impact the continuation of two DDA positions in the DAs office and a past contract with the City.

However, this opportunity does allow for learning as to the partnership that the City has created for the use of their funds towards public safety efforts. If there is other specific information that you are interested in concerning the history behind the contract in question, please let me know so that we can do any necessary research prior to Thursday.

Thanks
Christine Kirk
Staff Assistant
District Attorney's Office

-----Original Message-----

From: BOGSTAD Deborah L
Sent: Tuesday, May 08, 2001 12:16 PM
To: NAITO Lisa H; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; FARVER Bill M; BIANCO Diana M; PETERSEN Melinda G; FARRELL Delma D
Cc: SCHRUNK Michael D; Ozanne Peter; KIRK Christine
Subject: RE: C-1 on May 10, 2001 agenda
Importance: High

At your request the item will be pulled from the consent calendar. The Board then has the option of discussing it as a regular agenda item, voting aye or nay, continuing it to a date certain, or postponing it indefinitely, which gets rid of the item without prejudice. At any event, the District Attorney and/or his representative should be at the Thursday Board meeting.

Deb Bogstad, Board Clerk
Multnomah County Chair's Office
501 SE Hawthorne Blvd., Suite 600 (503/600)
Portland, Oregon 97214
phone (503) 988-3277 fax (503) 988-3013
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

From: NAITO Lisa H
Sent: Tuesday, May 08, 2001 12:10 PM
To: BOGSTAD Deborah L; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; CHAIR Mult
Cc: SCHRUNK Michael D; Ozanne Peter
Subject:

Deb, I am asking that we pull C1 from Thursday's agenda. It amends the agreement with the City of Portland on the Local Law Enforcement Block Grant. I am concerned that Board approval of this implies Board approval of the current proposed spending of the block grant. Currently, the City shares about \$600,000 of the block grant to fund Stop, some district attorney positions and some correction officers overtime. Bill Farver has requested additional prosecutorial positions, a substantial increase in the STOP funding, and a mental health treatment court.

We are scheduling a meeting for key County leaders to discuss Bill's request and come to agreement on what the County should request from the block grant.

I assume that by filing C1, the District Attorney's office is satisfied with their allocation from the block grant, but I am concerned that approval of this resolution could impact the Board's ability to negotiate for additional funds for other services, such as the increase in STOP and for mental health treatment funds.

This needs further discussion.

BOGSTAD Deborah L

To: NAITO Lisa H; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; FARVER Bill M;
BIANCO Diana M; PETERSEN Melinda G; FARRELL Delma D
Cc: SCHRUNK Michael D; Ozanne Peter; KIRK Christine
Subject: RE: C-1 on May 10, 2001 agenda

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Deb Bogstad, Board Clerk
Multnomah County Chair's Office
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Portland, Oregon 97214
phone (503) 988-3277 fax (503) 988-3013
<http://www.co.multnomah.or.us/cc/index.html>

-----Original Message-----

From: NAITO Lisa H
Sent: Tuesday, May 08, 2001 12:10 PM
To: BOGSTAD Deborah L; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; CHAIR Mult
Cc: SCHRUNK Michael D; Ozanne Peter
Subject:

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This needs further discussion.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 4600001483
Amendment #: 5

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>05-10-01</u> DEB BOGSTAD, BOARD CLERK

Department: Nondepartmental Division: District Attorney Office Date: 04/23/01
 Originator: Scott Marcy Phone: 988-3863 Bldg/Rm: 101/600
 Contact: Kathy Graham Phone: 988/5330 Bldg/Rm: 101/600

Description of Contract: Extension of Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau extends funding 3 FTE deputy district attorneys from the Portland Police Bureau Local Law Enforcement Block Grant.

RENEWAL: PREVIOUS CONTRACT #(S): 500257
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: MBE WBE ESB QRF N/A NONE (Check all boxes that apply)

Contractor <u>Portland Police Bureau</u> Address <u>1111 SW 2nd Avenue, 12th Floor</u> <u>Portland, OR 97204</u> Phone <u>823-0032</u> Employer ID# or SS# _____ Effective Date <u>02/25/00</u> Termination Date <u>09/30/2002</u> Original Contract Amount \$ <u>150,000</u> Total Amt of Previous Amendments \$ <u>461,305</u> Amount of Amendment \$ <u>145,126</u> Total Amount of Agreement \$ <u>756,431</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input checked="" type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

REQUIRED SIGNATURES:

Department Manager <u>Michael D. Sorenson</u>	DATE <u>04-23-01</u>
Purchasing Manager (Class II Contracts Only) _____	DATE _____
County Counsel <u>Sandra Duffy</u>	DATE <u>5.2.01</u>
County Chair <u>Bill Fawer</u>	DATE <u>MAY 10, 2001</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

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

**MULTNOMAH COUNTY AND CITY OF PORTLAND POLICE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
(Extension)
CONTRACT NO. 4600001483
Amendment 5**

This is an extension of Multnomah County Interdepartmental Agreement # 4600001483 effective February 25, 2000 between Multnomah County, hereinafter referred to as County, and the City of Portland, hereinafter referred to as Contractor.

The parties agree:

1. Contract #4600001483 shall be extended for an additional period through September 30, 2002.
2. The following changes are made to Contract No 4600001483:

Total project cost to be realized by District Attorney Office is \$161,249 to continue funding 3 FTE deputy district attorneys. The Police Bureau, through the Bureau of Justice Assistance Block Grant will reimburse the County up to 90% or \$145,126 of the total project costs. The District Attorney Office match will be \$16,123. The reimbursement will be based on actual billings to the Portland Police Bureau.

3. The maximum total payment for the **extended period**, including expenses, shall not exceed \$145,126.
4. All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: Portland Police Bureau, 1111 SW 2nd Avenue, 12th Floor, Portland, OR 97204

Federal Tax ID# or Social Security: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation Government
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Intergovernmental Agreement Amendment. I understand the Intergovernmental Agreement Amendment and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

Bill Farver
Bill Farver, Interim County Chair

May 10, 2001
Date

Department and County Counsel Approval and Review

Approved: Michael D. Schrunk 04-25-01
Michael D. Schrunk Date
District Attorney

Reviewed: Sandra Duffy 5-2-01
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 05-10-01
DEB BOGSTAD, BOARD CLERK



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300
TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: May 01, 2001
Requested Placement Date: May 10, 2001

I. Recommendation/Action Requested:

Approval of Intergovernmental Agreement with U.S. Marshals Service for the rental of jail beds

II. Background Analysis

This IGA is for the housing of federal prisoners in Multnomah County jails.

III. Financial Impact

This IGA increases the fixed per diem rate to \$115.90; the estimated annual payment is \$5,076,420. The new rate is retroactive to January 2001.

IV. Legal Issues

None.

V. Controversial Issues

None

VI. Link to Current County Policies

This IGA will increase the amount of revenue the county receives from the federal government. This revenue will be used to offset the county's general fund shortfall..

VII. Citizen Participation

None

VIII. Other Government Participation

This is an agreement between the Multnomah County Sheriff's Office and the US Marshals Service

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 0111028
 Amendment #: _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-2</u> DATE <u>05.10.01</u></p> <p style="text-align: center;">DEB BOGSTAD, BOARD CLERK</p>
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Department: Sheriff Division: Administration Date: 04/27/01
 Originator: Larry Aab Phone: 988-4489 Bldg/Rm: 503/350
 Contact: David Braaksma Phone: 988-4415 Bldg/Rm: 503/350

Description of Contract: IGA with U.S. Marshall's Service for the rental of jail beds

RENEWAL: PREVIOUS CONTRACT #(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION #/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____

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

Contractor <u>U.S. Marshall's Service, Prisoner Services Div</u>		Remittance address _____	
Address <u>600 Army Navy Drive</u>		(If different) _____	
<u>Arlington, VA 22202-4210</u>		_____	
Phone <u>(202) 307-9134</u>	Payment Schedule / Terms		
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date <u>Jan 1, 2001</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Termination Date <u>in perpetuity</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Original Contract Amount \$ <u>5,154,420</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____		
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Amendment \$ _____	_____		
Total Amount of Agreement \$ <u>5,154,420</u>	_____		

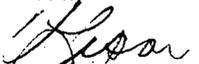
REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
(Class II Contracts Only)	
County Counsel <u>[Signature]</u>	DATE <u>5/02/01</u>
County Chair <u>[Signature]</u>	DATE <u>05.10.01</u>
Sheriff <u>[Signature]</u>	DATE <u>5/3/01</u>
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

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

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

Contract 601400

1. AGREEMENT NUMBER 65-01-0028	2. EFFECTIVE DATE 1/1/01	3. REQUEST FOR DETENTION SERVICES (RDS) NO. 074-01			
4. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SERVICES DIVISION IGA SECTION 600 ARMY NAVY DRIVE ARLINGTON, VA 22202-4210		5. LOCAL GOVERNMENT NAME AND ADDRESS Multnomah County Sheriff's Office 12240 NE Glisan Street Portland, OR 97230		FACILITY CODE(S) ØHB	
6. APPROPRIATION DATA 15X1020		Contact Person Dan Noelle, Sheriff Area Code & Telephone No. ➤ (503) 988-4300			
7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including guard/transportation services to medical facility, in accordance with the contents set forth herein. Mileage reimbursement per GSA Travel Regulations.	ESTIMATED USMS PRISONER <u>DAYS</u> 43,800	PDs	FIXED PER DIEM <u>RATE</u> \$115.90	ESTIMATED ANNUAL <u>PAYMENT</u> \$5,076,420.00
		ESTIMATED <u>GUARD HRS</u> 3,000	GHs	\$26.00	\$78,000.00
13. AGENCY CERTIFYING <i>To the best of my knowledge and belief, data submitted is in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>		14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT  Signature <u>5/2/01</u> Date <u>Dan Noelle, Sheriff</u> NAME (Type or Print) Title			
15. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> INS <input checked="" type="checkbox"/> BOP		16. LEVEL OF USE <input type="checkbox"/> Minimum (0-249) <input type="checkbox"/> Medium (250-999) <input checked="" type="checkbox"/> Major (1,000+)			
17. NAME OF AUTHORIZING OFFICIAL <u>Vicki Lipov</u> NAME (Type or Print)  <u>(SIGNATURE OF CONTRACTING OFFICER)</u> DATE: <u>4/5/01</u>					

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

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



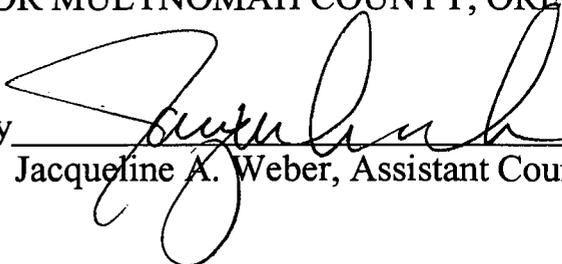
Bill Farver Interim Chair

Date: MAY 10, 2001

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 05.10.01
DEB BOGSTAD, BOARD CLERK

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber, Assistant County Attorney

Date: 5/02/01

ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Multnomah County (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Multnomah County Detention Center (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF PROJECT - SUPPORTED EFFORT

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the services to be performed, period of performance, the policies and procedures, and the flow-through requirements that are applicable to the contractor or other recipient. The contract or agreement must include the dollar limitation and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided by a medical practitioner, to local prisoners, including the transportation and security for prisoners requiring removal from the facility for emergency medical services. The IGA jail shall not incur a bill to be paid by the USMS without USMS approval. All costs associated with hospital or health care services provided inside the facility are included in the fixed per diem rate. Medical co-payments are not authorized by the Federal Government.
2. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required. All costs associated with hospital or health care

services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.
4. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.
5. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.
6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.
3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.

ARTICLE V - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This agreement shall remain in effect for a as follows after the project (s) listed in Schedule B of CAP Agreement No. 24-65-90 (which includes 20 beds under CAP No. 01-65-88 is completed. The Local Government agrees to provide bedspaces for federal prisoners in USMS custody each day upon the request of the USM commencing on the date of completion and activation of all projects listed in the above-mentioned CAP agreement as follows:

$$71 \times 365 = 25,915 \times \$115.90 = 3,003,548.50$$

$15 \times 365 = 5,475 \times \$115.90 = 634,552.50$

$66 \times 365 = 24,090 \times \$115.90 = 2,792,031.00$

The IGA shall remain in effect through the period of the CAP agreement, and thereafter until terminated or suspended in writing by either party. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.
2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months.
3. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.
5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE
DISTRICT OF OREGON
401 U.S. COURTHOUSE
1000 SW THIRD AVENUE
PORTLAND, OR 97204-2902
(503) 326-2209

U.S. Department of Justice

United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No. 65-01-0028

Page No. 5 of 9

FEDERAL BUREAU OF PRISONS
COMMUNITY CORRECTIONS OFFICE
3160 JACKSON FEDERAL BUILDING
915 SECOND AVENUE, ROOM 3160
SEATTLE, WA 98174
(206) 220-6593

IMMIGRATION AND NATURALIZATION
511 NORTHWEST BROADWAY, SUITE 463
PORTLAND, OR 97209

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.

2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bedspace made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.

5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. **Advice.** No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.
2. **Appearance.** In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:
 - a. Using his or her official position for private gain;
 - b. Giving preferential treatment to any person;
 - c. Losing complete independence or impartiality;
 - d. Making an official decision outside official channels;
 - or
 - e. Affecting adversely the confidence of the public in the integrity of the government or the program.

ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:
 - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
 - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

U.S. Department of Justice

United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No. 65-01-0028

Page No. 9 of 9

3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement.

MAY 10 2001

MEETING DATE: _____
AGENDA NO: C-3
ESTIMATED START TIME: 9:30
LOCATION: BOARDROOM 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with the State of Oregon to allow for Medicaid Administrative claiming

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

REGULAR MEETING: DATE REQUESTED: Thursday, May 10, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DCFS DIVISION: Operations and Support Svcs

CONTACT: Wendy Lear or Mike Waddell TELEPHONE #: 503-988-3691, ext 22779
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: Wendy Lear and Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Approval of an Intergovernmental Agreement with the State of Oregon to allow for Medicaid Administrative claiming for the County's "Federal Financial Participation" option.

05/22/01 ORIGINALS to Patty Doyle

MULTNOMAH COUNTY
OREGON
01 APR 30 PM 5:34
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: *Blendo T. Puettr*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

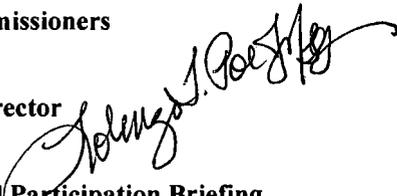


Department of Community and Family Services

MULTNOMAH COUNTY OREGON

421 SW Sixth Avenue, Suite 700
Portland, Oregon 97204-1618
(503) 988-3691 phone
(503) 988-3379 fax
(503) 988-3598 TDD

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director 

RE: IGA: Federal Financial Participation Briefing

DATE: April 27, 2001

I. Recommendation/Action Requested:

Approval of an Intergovernmental Agreement with the State of Oregon to allow for Medicaid Administrative claiming.

II. Background/Analysis:

This agreement has been developed in coordination with the County's "Federal Financial Participation" workgroup.

This agreement will allow Multnomah County to use County general fund as match to recover federal Medicaid dollars, for administrative activities such as outreach, coordination, case planning, information and assessment, and assistance with the Medicaid eligibility process. We will measure and report current efforts of existing County staff who work with children or in a school setting in the provision of these reimbursable services. The initial effort will look at Touchstone and Family Resource Center staff. Caring Community, SUN, Student Attendance Initiative, and Family Center staff will be incorporated in the second time study, if appropriate.

III. Financial Impact:

It is expected the initial effort may raise a net of between \$100,000 to \$300,000 of new Federal Medicaid revenue per year. More expansive efforts, requiring the participation of Portland Public Schools and the other school districts in the County could allow the generation of much larger claims.

This additional revenue is not budgeted in the current fiscal year; this revenue is part of a larger estimate by DCFS in preparing its 2001-2002 budget submission of improved federal funding of departmental programs. This is the first of several matching plans to bring the Federal Financial Participation receipts up to the \$1.1 million revenue projected in the department's 2001-2002 budget.

IV. Legal Issues:

None

- V. Controversial Issues:
This does use County funds to draw down federal match, rather than State general funds. However, this is not the first matching-agreement of its kind for the County. The County is actively discussing other areas of cooperation with the State to allow generating federal funds out of existing County or County-State funded programs.

- VI. Links to County Policies:
Supports the Good Government Benchmark, by maximizing county resources and revenue. It is a cooperative effort among several County Departments, the State and the regional Health Care Financing Administration (HCFA) office.

- VII. Citizen Participation:
None

- VIII. Other Government Participation:
Three State agencies (the Office of the Oregon Health Plan Policy and Research, the Medicaid Agency, and the Department of Human Services) have participated in the development and implementation of this project, as they have participated in the County / State Federal Financial Participation Project.

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

Contract #: 0110886

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>05.10.01</u> DEB BOGSTAD, BOARD CLERK</p>

Department: <u>Community and Family Services</u>	Division: <u>Director's Office</u>	Date: <u>May 1, 2001</u>
Originator: <u>Wendy Lear</u>	Phone: <u>X 28661</u>	Bldg/Rm: <u>166/7</u>
Contact: <u>Patty Doyle</u>	Phone: <u>X 24418</u>	Bldg/Rm: <u>166/7</u>

Description of Contract: Utilizing County staff and resources, the County will provide Medical Assistance related to administrative activities that support the administration of the Title XIX Medicaid State Plan. Services may be subcontracted to school districts located in Multnomah County that have been pre-approved by OMAP. Administrative services included but are not limited to outreach, coordination, case planning information, assessment, and assistance with eligibility process for children and families.

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): _____
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor State Of Oregon, Office of Medical Assistance Program, (OMAP)	Remittance Address _____
Address 500 Summer Street, Third Floor Salem, OR 97301	(if different) _____
Phone (503) 945-5600	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date January 1, 2001	<input checked="" type="checkbox"/> Quarterly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date June 30, 2001	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ 300,000	
Total Amt of Previous Amendments \$ -0-	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ -0-	
Total Amount of Agreement \$ 300,000	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Paez</u>	DATE <u>5/2/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Katie Duff</u>	DATE <u>5/2/01</u>
County Chair <u>Del Fave</u>	DATE <u>05.10.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

Customer Number 200656	DEPT REFERENCE _____
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INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Human Services, **Office of Medical Assistance Programs**, hereinafter called "**OMAP**", and **Multnomah County**, acting by and through its **Department of Community and Family Services**, hereinafter called "**County**".

- I. **EFFECTIVE DATE and DURATION.** This Agreement shall become effective on the date this Agreement has been signed by every party hereto or on January 1, 2001, whichever date is later. Unless terminated or extended, this Agreement shall expire when OMAP accepts County's completed performance or on June 30, 2001, whichever date occurs first.

- II. **BACKGROUND.** OMAP and County intend to improve health services access and availability for Medical Assistance children and families residing in the geographic areas of Multnomah County. The program will utilize staff and resources of the County to provide outreach, health care coordination, and other Medical Assistance related administrative activities that support the administration of the Title XIX Medicaid State Plan.

- III. **STATEMENT OF WORK.** County shall directly and through sub-agreements with individual school districts (Portland Public Schools District 1, David Douglas School District 40, and Centennial School District) approved by OMAP, provide Title XIX administrative activities including but not limited to outreach, coordination, case planning information, assessment, and assistance with eligibility process for children and families.
 - A. County also agrees to:
 1. Maintain a list of each individual and the position identified as performing activities under this Agreement, percent of time allocated to each individual for these activities, and the salary and other personnel expenses (OPE) for each individual.
 2. Upon request from OMAP or Federal Officials, make available all records that support the quarterly claim, including position details, cost information, time study results and any other applicable information.
 3. Reimburse OMAP for the state match portion of costs attributable to the performance of the activities covered by this Agreement, plus any other administrative costs deemed appropriate by both parties.

4. Obtain OMAP's approval of any sub-agreement negotiated with the school districts for the purpose of carrying out this Agreement.
5. Monitor sub-agreement as necessary to assure the activities and costs being claimed are reasonable and related to the purpose of this Agreement.
6. Be financially responsible for the final amount of any federal disallowance as a result of unsupported claims under this Agreement.
7. Claim indirect costs of the School Districts and County at indirect cost rates approved by the Federal Department of Education or its delegate.
8. Assure that Medical Assistance eligible children and families receiving assistance under this Agreement are free to accept or reject Medical Assistance services and/or to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the health plan by OMAP.
9. Certify that all claims will be in accordance with OMB Circular A-87, the State Medical Assistance Plan, and all Federally approved cost allocation plans. The administrative activities must be directly related to the administration of the State's Title XIX Plans for Federal Financial Participation (FFP) to be available.
10. County agrees to provide sufficient training on the implementation of the time study and activity codes to ensure claims are paid only for allowable administrative activities.
11. County agrees to utilize the specific activity codes and methodology approved by OMAP and Health Care Financing Administration (HCFA) for claiming administrative costs.

B. OMAP agrees to:

1. Assist the County in the review and approval of the sub-agreement to carry out this Agreement.
2. Provide technical assistance in the identification of allowable activities under this Agreement.
3. Provide annually the Medical Assistance eligible percentage of school age children in County counties.
4. Assist the County in resolving any federal compliance or fiscal issues.

IV. CONSIDERATION

- A.** Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$300,000 including any travel and other expenses when noted below.
- B.** County shall bill OMAP quarterly, in arrears, the aggregate of which shall not exceed the sum of \$300,000 under this Agreement. County will provide a detailed statement showing the costs attributable to each position and/or sub-agreement for salaries, OPE, other expenses, and the amount of indirect cost for each school district.
- C.** County shall not submit billing and OMAP will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.
- D.** County shall reimburse OMAP quarterly for the non-federal match portion which is equal to 50% of the amount billed by the County. Itemized billings will be sent to OMAP's supervising representative:

Bev Castor
Office of Medical Assistance Programs
500 Summer Street, 3rd Floor
Salem, OR 97301

- E.** OMAP will reimburse the County in arrears on a quarterly basis. County may bill OMAP for up to two (2) quarters during the term of this Agreement.

V. DESIGNATED LIAISONS. Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention:

OMAP: Bev Castor

County: Wendy Lear
(503) 988-3691 x28661

VI. TERMINATION

- A. This Agreement may be terminated by mutual consent of both parties or by OMAP upon 30 days notice, in writing, and delivered by certified mail or in person.
- B. In addition, OMAP may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the County, or at such later date as may be established by OMAP, under any of the following conditions:
1. If OMAP funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified or terminated to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 3. If any license or certification required by law or regulation to be held by the County to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities or either party already accrued prior to such termination.

- C. OMAP by written notice of default (including breach of Agreement) may terminate the whole or any part of this Agreement if:
1. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 2. If County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failures within 10 calendar days or such longer period as OMAP may authorize.

The rights and remedies of OMAP provided in the above clause related to default (including breach of Agreement) by the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

VII. AMENDMENTS. The terms of this Agreement shall not be waived, altered, modified, supplemented in any manner whatsoever, except by written instrument signed by the parties.

VIII. SUBCONTRACTS AND ASSIGNMENT. County shall not enter into any subcontracts for any of the work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without the prior consent of OMAP.

IX. CONFIDENTIALITY

A. All information as to personal facts and circumstances obtained by the County on clients shall be treated as privileged communication, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form which does not identify particular individuals.

B. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. OMAP, the County and subcontractor will share information as necessary to effectively serve agency clients.

X. INDEMNITY. County, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution article XI, Section 10, shall defend, save, hold harmless, and indemnify the State of Oregon and OMAP, its officers, employees, agents, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the negligent activities or omissions of the County, its officers, employees, subcontractors, or agents under this Agreement.

OMAP, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution article XI, Section 7, shall defend, save, hold harmless, and indemnify County, its officers, employees, agents, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the negligent activities or omissions of OMAP, its officers, employees, subcontractors, or agents under this Agreement. OMAP shall not be required to indemnify or defend the County for any liability arising out of the wrongful acts of officers, employees, subcontractors or agents of the County.

XI. MERGER CLAUSE. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR

REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

XII. SIGNATURES

APPROVED:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 05-10-01
DEB BOGSTAD, BOARD CLERK

MULTNOMAH COUNTY, OREGON

By *Lolango Poemas* 5/2/01
Director, Department of Community and
Family Services Date

By *Bill Farver* 05-10-01
Bill Farver, Interim Multnomah County Chair Date

REVIEWED:
THOMAS SPONSLER, County Attorney
for MULTNOMAH COUNTY, OREGON

Late Day 5/2/01
Date

OFFICE OF MEDICAL ASSISTANCE PROGRAMS, DEPARTMENT
OF HUMAN SERVICES

By _____
APPROVED as to LEGAL SUFFICIENCY: _____
Oregon Department of Justice Date

By _____
OMAP Program and Policy _____
Date

By _____
DHS Contracts Coordinator _____
Date

Facilities and Property Management
2505 SE 11th Avenue, 3rd Floor
Portland, Oregon 97202
(503) 988-3322 phone
(503) 988-5082 fax

SUPPLEMENTAL STAFF REPORT

TO: Multnomah County Board of Commissioners
FROM: Jennifer de Haro, Property Management Specialist
DATE: April 30, 2001
RE: Sublease to Wallace Medical Concern at Rockwood Neighborhood Health Access Clinic

1. Recommendation /Action Required:
Approve the Sublease.
2. Background/Action Requested:
The Sublease is desirable because it allows for delivery of more health services to uninsured residents of Multnomah county.
3. Financial Impact:
Wallace Medical Concern will pay rental of \$50.00 per month.
4. Legal Issues:
None known.
5. Controversial Issues:
None known.
6. Link to Current County Policies:
To continue to provide health services to more Multnomah county residents.
7. Citizen Participation:
None known.
8. Other Government Participation:
None known.

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

X Revenue Expense County Owned Renewal Taxpayer ID: 93-0853709

Property Management Contact: Bob Oberst Phone: 988-3851 Date: 4/06/01
Division Requesting Lease: Facilities & Property Management Contact: Bob Oberst Phone: 988-3851

Lessor: Multnomah County
Address: 2505 SE 11th Ave. Portland
Phone: 503-988-3322

Lessee: Wallace Medical Concern, An Oregon Non-Profit Corporation
Address: P.O. Box 6972 Portland OR 97228
Phone: 503-274-1277 (Kathy Hammock)

Address of lease and purpose: 800 SE 181st Ave.
Delivery of health services to uninsured Multnomah county residents

Effective Date: December 1, 2000
Expiration: November 30, 2002

Total Amount of Agreement : \$1,200
Payment Terms: \$50.00 monthly

<u>Business Area</u>	<u>Cost Center</u>	<u>Project Number</u>
3505	902575	B454

Required Signatures

Date:

Department Head <u><i>Michael J. Ryan</i></u>	<u>4/27/01</u>
County Counsel <u><i>Matthew J. Ryan</i></u>	<u>4/30/01</u>
Property Management <u><i>Robert Oberst</i></u>	<u>4-26-01</u>
County Executive/Sheriff <u><i>Bill Farrow</i></u>	<u>05.10.01</u>

Contract Number: Not assigned yet

SUBLEASE

Date: _____

Between: Multnomah County, Oregon ("Sublessor")
Facilities and Property Management
2505 SE 11th Avenue
Portland, Oregon 97202

And: Wallace Medical Concern, ("Sublessee")
An Oregon Non-Profit Corporation
P.O. Box 6972
Portland OR 97228

Sublessor leases to Sublessee and Sublessee leases from Sublessor the following described property (the "Premises") on the terms and conditions stated below:

One hundred twenty (120) square feet of office space and shared use of exam rooms, reception area and other common areas within the building at 800 SE 181st Avenue, Portland OR (the "Building") as described in attached Exhibit A.

Section 1. Master Lease

Sublessor is the lessee of the Premises by virtue of a lease, hereinafter the "Master Lease", wherein Tim Vanagas and James Westcott are lessors, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease, attached hereto and a part of the Sublease as Exhibit B. For the purposes of this Sublease, wherever in the Master Lease the word "lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

The terms, conditions and respective obligations of Sublessor and Sublessee to each other under the Sublease shall be the terms and conditions of the Master Lease, except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease.

Section 2. Occupancy

2.1 Original Term. The term of this lease shall commence **December 1, 2000** and continue through **November 30, 2002** unless sooner terminated as hereinafter provided.

2.2 Possession. Sublessee's right to possession and obligations under the lease shall commence on **December 1, 2000**. Sublessor shall have no liability for delays in delivery of possession and Sublessee will not have the

right to terminate this lease because of delay in delivery of possession except as hereinafter provided.

2.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this lease for **three** successive terms of **one year**, as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Sublessor given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent and except that Sublessee will no longer have any option to renew this Lease. Rent shall be determined as agreed upon in writing by Sublessor and Sublessee.

(4) The right of renewal shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, so shall be this Sublease.

Section 3. Rent

3.1 Base Rent. During the original term, Sublessee shall pay to Sublessor as base rent the sum of \$50 per month, subject to Paragraph 4:2 (11). Rent shall be payable on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor.

3.2 Additional Rent. Any other sum that Sublessee is required to pay to Sublessor shall be considered additional rent.

Section 4. Use of the Premises

4.1 Permitted Use. The Premises shall be used for typical medical clinic services and for no other purpose without the consent of Sublessor, which consent shall not be unreasonably withheld or delayed. The Permitted Use shall be for two evenings per week, Monday and Wednesday 5pm to 11pm and no other times or days. Sublessee may increase hours of operation only with express written permission from Sublessor.

4.2 Restrictions on Use. In connection with the use of the Premises, Sublessee shall:

(1) Conduct Sublessee clinic services only at the times and days as described in Paragraph 4.1.

(2) Provide lockable storage space for Sublessee's records and

supplies, and maintain the integrity of all Sublessor's space and equipment used.

(3) Secure the building and leave it clean and orderly at the close of each clinic day.

(4) Provide appropriate signage at clinic identifying Sublessee as a service provider.

(5) Maintain and monitor Wallace Medical Concern patient schedules, phone calls and follow-up.

(6) Report all concerns and issues regarding clinic operation to Multnomah County Health Department liaison immediately for resolution.

(7) Provide Multnomah County Health Department a liaison for coordination of services at clinic.

(8) Provide Sublessor with a list of Sublessee's staff who have security codes and keys to the building.

(9) Submit to Rockwood Neighborhood Health Access Clinic manager an acceptable plan to maintain the security of the building.

(10) Have use of examination and laboratory equipment as needed.

(11) Meet with Rockwood Neighborhood Health Access Clinic representative once each year of the lease to review Sublessee's use of supplies. If supplies cost more than covered by the \$50.00 rental fee, that fee shall be adjusted accordingly.

(12) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Sublessee's own expense any failure of compliance created through Sublessee's fault or by reason of Sublessee's use, but Sublessee shall not be required to make any structural changes to effect such compliance.

(13) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Sublessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Sublessor to obtain reduced premium rates for long-term fire insurance policies, unless Sublessee pays the additional cost of the insurance.

(14) Refrain from any use that would be reasonably offensive to other sublessees or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(15) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Sublessor.

(16) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Sublessor, which shall not be unreasonably withheld.

(17) Send a representative to Rockwood Neighborhood Health Access Clinic staff meetings as appropriate.

4.3 Hazardous Substances. Sublessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Sublessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 4.1. Sublessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Sublessee's reasonably anticipated needs. Sublessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Sublessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

4.3 Parking. Sublessee, its employees and clientele shall have the use of all parking spaces in the parking lot at the structure in which the Premises are located.

Section 5. Repairs and Maintenance

5.1 Sublessor and Sublessee Responsibilities

(1) Maintenance and Repair of Premises shall occur in accordance with Paragraph 9. Maintenance and Repair of Premises in Master Lease. Lessor shall maintain in good repair and a hazard free condition, and shall be responsible for all necessary maintenance and repairs to, the structure, foundation, exterior walls, roof, doors and windows, sidewalks and parking area located on the Premises. Lessor shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical and lighting systems, in the Premises.

(2) Sublessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear attributable to Sublessee's use, permitted alterations, and damage by fire or other casualty.

(3) Sublessee shall make any repairs necessitated by the negligence of Sublessee, its agents, employees, and invitees, except as provided in Section 7.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Sublessor under Section 5.1.

5.2 Sublessor's Interference with Sublessee. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Sublessor shall not cause unreasonable interference with use of the Premises by Sublessee. Sublessee shall have neither right to an abatement of rent nor any claim against Sublessor for any inconvenience or disturbance resulting from Sublessor's activities performed in conformance with the requirement of this provision.

5.3 Inspection of Premises. Sublessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Sublessor to make repairs shall not mature until a reasonable time after Sublessor has received from Sublessee written notice of the repairs that are required.

5.4 Heating, Ventilating and Air Conditioning (HVAC) Requirements
The HVAC system shall be maintained as provided for in Paragraph 10. Maintenance of HVAC System of Master Lease.

Section 6. Alterations

6.1 Alterations Prohibited. Sublessee shall make no improvements or alterations on the Premises of any kind without first obtaining Sublessor's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

6.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Sublessor or Sublessee shall be the property of Sublessor when installed unless the applicable Sublessor's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Sublessee shall, at Sublessor's option, be removed by Sublessee and the premises restored unless the applicable Sublessor's consent or work sheet specifically provides otherwise.

Section 7. Insurance

7.1 Insurance Required. Sublessee shall carry liability insurance in the amount of no less than \$1,000,000, and which insurance shall have an endorsement naming Sublessor as an insured. Sublessee shall provide a certificate from an insurer evidencing such coverage. Sublessee shall bear the expense of any insurance insuring the property of Sublessee on the Premises against fire and other risks covered by a standard fire insurance policy.

7.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with

an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

Section 8. Services and Utilities.

Utilities and services shall be provided for under paragraph 7. Utilities and Services of the Master Lease. Sublessor shall be responsible for payment of all utilities and for providing and paying for janitorial supplies and services, window washing, trash removal and recycling. Lessor shall be responsible for snow removal on the Premises.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Sublessor at Sublessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Sublessor and shall be performed in accordance with the provisions of Section 5.2.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 30% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Sublessee shall be entitled to the reimbursement of any prepaid amounts paid by Sublessee and attributable to the anticipated term. If neither party elects to terminate, work to repair damage shall be commenced and completed as soon as reasonably possible.

Section 10. Eminent Domain

10.1 Partial Taking. If a portion of the Premises is condemned and Section 10.2 does not apply, the lease shall continue on the following terms:

(1) Sublessee shall have no claim against Sublessor as a result of the condemnation.

(2) Sublessor shall proceed as soon as reasonably possible to ensure such repairs and alterations to the Premises are made as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

10.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Sublessee was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as termination by Sublessor under Section 9.2. Sublessee shall have no claim against Sublessor as a result of the condemnation.

10.3 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 11. Liability and Indemnity

11.1 Liens

(1) Except with respect to activities for which Sublessor is responsible, Sublessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Sublessee fails to pay any such claims or to discharge any lien, Sublessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 7% per annum from the date expended by Sublessor and shall be payable on demand. Such action by Sublessor shall not constitute a waiver of any right or remedy, which Sublessor may have on account of Sublessee's default.

(2) Sublessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Sublessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Sublessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Sublessor cash or sufficient corporate surety bond or other surety satisfactory to Sublessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.2 Indemnification. Sublessee shall indemnify and defend Sublessor from any claim, loss, or liability arising out of or related to any negligent activity of Sublessee on the Premises or any condition of the Premises in the possession or under the control of Sublessee. Sublessor shall have no liability to Sublessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Sublessor's negligence or breach of duty under this lease.

Section 12. Quiet Enjoyment; Mortgage Priority

12.1 Sublessor's Warranties. Sublessor warrants that it is the Lessee of the Premises and has the right to sublease them. Sublessor will defend Sublessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

12.3 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate

was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 13. Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Sublessor which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Section 14. Default. The following shall be events of default:

14.1 Default in Rent. Failure of Sublessee to pay any rent or other charge within 20 days after written notice that it is due.

14.2 Default in Other Covenants. Failure of Sublessee to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Sublessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.3 Insolvency. Insolvency of Sublessee; an assignment by Sublessee for the benefit of creditors; the filing by Sublessee of a voluntary petition in bankruptcy; an adjudication that Sublessee is bankrupt or the appointment of a receiver of the properties of Sublessee; the filing of any involuntary petition of bankruptcy and failure of Sublessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Sublessee to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Sublessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Sublessor that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Sublessee under the lease.

Section 15. Remedies on Default. In the event of default by Sublessee, the Lease maybe terminated at the option of Sublessor by written notice to Sublessee. Whether or not the Lease is terminated by the election of Sublessor, Sublessor shall be entitled to pursue any remedies available to Sublessor under applicable law.

Section 16. Surrender at Expiration

16.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Sublessee shall deliver all keys to Sublessor and surrender the Premises in first-class condition and broom clean. Alterations constructed by Sublessee with permission from Sublessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Sublessee is responsible shall be completed to the latest practical date prior to such surrender. Sublessee's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

16.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Sublessee's trade fixtures, shall, at Sublessor's option, become the property of Sublessor. If Sublessor so elects, Sublessee shall remove any or all fixtures that would otherwise remain the property of Sublessor, and shall repair any physical damage resulting from the removal. If Sublessee fails to remove such fixtures, Sublessor may do so and charge the cost to Sublessee with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Sublessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Sublessee fails to do so, this shall be an abandonment of the property, and Sublessor may retain the property and all rights of Sublessee with respect to it shall cease or, by notice in writing given to Sublessee within 20 days after removal was required, Sublessor may elect to hold Sublessee to its obligation of removal. If Sublessor elects to require Sublessee to remove, Sublessor may effect a removal and place the property in public storage for Sublessee's account. Sublessee shall be liable to Sublessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Sublessor.

16.3 Holdover

(1) If Sublessee does not vacate the Premises at the time required, Sublessor shall have the option to treat Sublessee as a sublessee from month to month, subject to all of the provisions of this lease. Failure of Sublessee to remove fixtures, furniture, furnishings, or trade fixtures that Sublessee is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another sublessee or with occupancy by Sublessor for any purpose including preparation for a new sublessee.

(2) If a month-to-month tenancy results from a holdover by Sublessee under this Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublessor given not less than 20 days prior to the termination date which shall be specified in the notice. Sublessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 17. Early Termination. Sublessor or Sublessee may cancel this Sublease by giving not less than 60 days written notice of such cancellation.

Section 18. Miscellaneous

18.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

18.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

18.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

18.4 Recordation. This lease shall not be recorded without the written consent of Sublessor.

18.5 Entry for Inspection. Sublessor shall have the right to enter upon the Premises at any time to determine Sublessee's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective sublessee or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

18.6 Time of Essence. Time is of the essence of the performance of each of Sublessee's obligations under this lease.

Sublessor:
BOARD OF COUNTY COMMISSIONERS INC.
FOR MULTNOMAH COUNTY, OREGON

Sublessee:
Wallace Medical Concern, An Oregon
Non- Profit Corporation

By: Bill Farver
Bill Farver
Interim County Chair

By: _____
Kathy Hammock, Executive Director

Date: 05.10.01

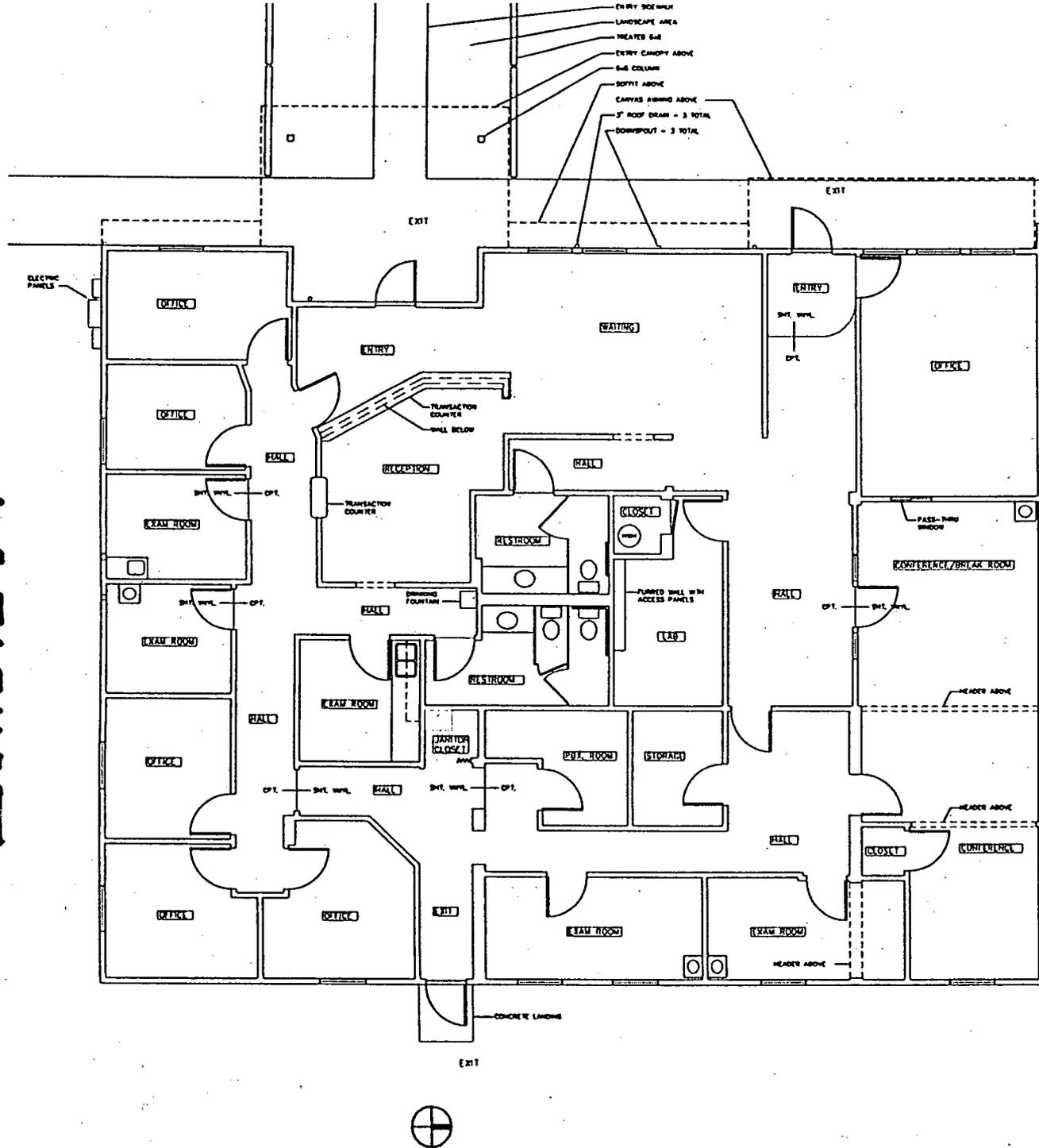
Date: _____

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

By: Matthew O. Ryan
Matthew O. Ryan Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 05.10.01
DEB BOGSTAD, BOARD CLERK

Exhibit A



Wallace Medical Group

ROCKWOOD HEALTH CLINIC
 800 SE 18TH
 GRESHAM, OR

<p>DATE: 11/11/04 DRAWN BY: J. W. BROWN CHECKED BY: J. W. BROWN</p>
<p>PROJECT: ROCKWOOD HEALTH CLINIC SHEET: A2.0</p>
<p>SCALE: AS SHOWN</p>
<p>DATE: 11/11/04</p>

A2.0

Exhibit B

LEASE

This lease, dated ~~August~~ ^{Sept 13}, 2000, is between TIMOTHY AND BETTY VANAGAS AND JAMES AND DEBRA WESTCOTT (Lessor) and MULTNOMAH COUNTY (Lessee).

Lessor hereby leases to Lessee and Lessee takes from Lessor the Property and Premises described as follows:

Approximately 3,700 square feet of space at 800 SE 181st Gresham, Oregon, Multnomah County.

The parties agree to the following terms of the lease:

1. Term. The term of this lease shall commence on September 15, 2000, ~~or as soon thereafter as the Tenant Improvements described in Paragraph 6. are completed~~, and shall continue through August 31, 2005. JW/20
2. Option to Extend. Lessee may extend the term of this lease for two years after the initial expiration date, by giving Lessor written notice of its intent to extend not later than 90 days before the expiration of the existing lease. All provisions of this lease shall be valid during the extended term unless otherwise agreed upon by both Lessee and Lessor.
3. Right of First Refusal. Lessor agrees not to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Property without first offering the Property to Lessee on the terms and conditions set forth in this Agreement. As used in this Agreement, the term "sell" includes a ground lease of the Property with primary and renewal terms of more than twenty (20) years in the aggregate.
 - a.) Notice of Acceptable Offer. When Lessor receives from a third party ("Third Party Offeror") a bona fide offer to purchase the Property which Lessor desires to accept, Lessor shall give Lessee written notice ("the notice") of the price, terms and conditions of the offer and deliver a copy of executed contract evidencing the offer ("Offer") to Lessee.
 - b.) Right to Accept. When Lessee receives the Notice and a copy of the Offer, Lessee shall have the prior and preferential right to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer, except that if Lessee exercises the right of first refusal by electing to purchase the Property, then the closing of the transaction contemplated by the Offer shall take place no earlier than ninety (90) days after the date that Lessee elects to exercise the right of first refusal.
 - c.) Election to Purchase. Lessee shall have ninety (45) days from the date Lessee receives the Notice and a copy of the Offer to notify Lessor whether Lessee elects to purchase the Property pursuant to the terms of the Offer. If Lessee elects to exercise its right to purchase the Property, then, in addition to giving Lessor written notice of its election within the 45-day period, Lessee also shall tender an amount equal to the earnest money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.
 - d.) Failure to Exercise. If Lessee fails to timely exercise its right to purchase the Property pursuant to the terms of this Lease, then Lessor shall be entitled to sell the Property according to the terms of the Offer to the Third-Party Offeror or any other purchaser acceptable to Lessor.
 - e.) Failure to Sell. If Lessee fails to timely exercise its right to purchase the Property pursuant to the terms of this Right of First Refusal, and for any reason Lessor shall not sell or convey the Property to the Third-Party Offeror or another purchaser on the terms contained in the Offer or on terms more favorable to Lessor within one (1) one year of Lessee's election not to purchase, then Lessor must resubmit the Offer as well as any other offer to Lessee before

selling the Property, and such offers shall be subject to Lessee's right of first refusal under this Lease.

- f.) Term. The term of this Right of First Refusal commences as of the date of this Lease and terminates on the earlier to occur of: (a) the expiration or termination of this Lease, as extended by any options to extend, (b) the transfer or assignment of its rights under this Lease by Lessee, this Right of First Refusal being personal to Lessee, or (c) the consummation of a sale of the Property to a third party within one (1) year after Lessee has elected not to exercise its right of first refusal. Lessee shall cooperate in providing Lessor with any instruments that Lessor reasonably may require for the purpose of removing from the public record any cloud on title to the Property attributable in any manner to the grant or existence of this right of first refusal.

4. Rent.

- a.) Lessee shall pay \$4,070.00 per month, payable on or before the first day of each month of the term of the Lease. Rent for any period that is for less than one month shall be a pro rata portion of the monthly installment.
- b.) The rental will be adjusted on the annual anniversary date of the Lease if the Lease is for a term of one (1) year or longer. On said anniversary date the rental adjustment will be based on the percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer).

5. Use of Premises. Lessee may use the Premises for delivery of services related to neighborhood health care access and other services associated with such activity as determined by Lessee and agreed upon with Lessor.

6. Tenant Improvements. Upon execution of the Lease, Lessee shall pay \$10,000.00 toward the Tenant Improvements to the Premises, described in attached in Exhibit A. Said Improvements shall at once become part of the realty and the property of Lessor. The following improvements shall be made in addition:

- a) Paint stripes on the parking lot to indicate individual parking stalls
- b) Paint the interior walls of the Premises

7. Utilities and Services. Lessee shall be responsible for payment of all utilities and for providing and paying for janitorial supplies and services, window washing, trash removal and recycling. Lessor shall be responsible for snow removal on the Premises.

8. Lessor's Covenants.

- (a) Lessor covenants that it has the right to make this Lease; that possession of the Premises will be delivered to Lessee free of conflicting claims; that the use of the Premises by Lessee for the specific uses set forth in Paragraph 4 is not in violation of any federal, state or permits and inspections Codes from enforcement authorities, and shall keep the Premises in good repair.
- (b) Should Lessor fail to maintain the Premises in accordance with the requirements of the Lease, and after notification to Lessor, Lessee may contract for necessary services, labor, equipment and material to bring Premises within those requirements. Lessor shall be responsible for all such reasonable repair costs incurred by Lessee.
- (c) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good a condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

- (d) As evidence of the insurance coverage required by this lease and prior to commencement date of this lease, Lessor shall furnish to Lessee an original certificate of insurance naming Lessee as additional insured and as certificate holder. Valid certificates of insurance shall be provided to Lessee as changes occur or annually throughout the term of this lease.

9. Maintenance and Repair of Premises.

Lessor shall maintain in good repair and a hazard free condition, and shall be responsible for all necessary maintenance and repairs to, the structure, foundation, exterior walls, roof, doors and windows, sidewalks and parking area located on the Premises. Lessor shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical and lighting systems in the Premises. Carpets shall be repaired and replaced as necessary by Lessee.

Should Lessor fail to maintain the Premises in accordance with the above requirements, and within a reasonable time after written notification to Lessor to cure, Lessee may contract for necessary labor, equipment and material to bring Premises within those requirements and may deduct related costs from future rent payments.

10. Maintenance of HVAC System. Lessor shall perform maintenance according to standards recommended by a licensed HVAC technician, and to conform to Paragraph 9. Before the space is considered suitable to occupy by Lessee, an exploratory and diagnostic evaluation of the system shall be completed and recommendations followed, and digital thermostats shall be installed. The HVAC system shall be in good repair to the extent that maximum efficiency and energy savings may be achieved, and a maintenance schedule to be performed by a licensed and reputable HVAC technician shall be in place for the entire term of the Lease.

- a) Following the recommendations of the licensed HVAC technician, and with the approval of Lessee, a means for providing good indoor air quality shall be implemented.
- b) Before Lessee will occupy the leased premises, the HVAC ductwork and equipment shall be cleaned, and such cleaning shall occur once every other year following the Lease commencement.
- c) The HVAC system shall be capable of maintaining outside air ventilation minimums of 20 cfm per person as required by current building codes. A system air test and balance shall be obtained to guarantee that the system is capable of providing the necessary ventilation rates to those areas which do not have operable windows prior to occupancy. Volume dampers should be added as necessary to maintain minimum air flows and supply air should be provided to Rooms 8 and 9 at a rate necessary to provide the minimum code outside air.
- d) Maintain comfort indoor air temperatures of a minimum of 70 degrees in the winter at 18 degrees outside and 74 degrees in the summer at 90 degrees outside temperature. Night setbacks will be incorporated for unoccupied periods to maintain a minimum of 60 degrees in the winter and 80 degrees in the summer. The system must be able to reach occupied setpoints within 2 hours of the scheduled occupied time period. Programmable thermostats should be installed so that these parameters will be met and so that the County can realize electric utility cost savings and efficiency of operation.

11. Lessee's Liability. Lessee agrees to be responsible for any damage or third party liability that may arise from its occupancy and use of the leased Premises, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.250 through 30.300, and within the limits in ORS 30.275.

12. Waiver of Subrogation. Neither Lessor nor Lessee shall be liable to the other for their own loss arising out of damage to or destruction of the leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against

by a standard form of fire insurance with extended coverage. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstance.

13. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within 90 days, Lessee may elect to cancel this lease.
14. Termination by Lessee. It is understood that Lessee may cancel this agreement, effective on any June 30 during the term thereof, beginning June 30, 2001, by giving Lessor not less than three months written notice of such cancellation only if the program funding to maintain the program to be operated in the Premises under this agreement is not provided by the Multnomah County Board of Commissioners. The provisions of this cancellation clause will not be used for the purpose of leasing alternative space where the program would be provided at the same level as in the Premises.
15. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this lease, the prevailing party shall be entitled to such additional sums as the court may adjudge reasonable attorney fees and all costs and disbursement incurred therein and on any appeal.
16. Property Tax Savings. Under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of Lessee by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from the date of notice of the reduction to Lessor through the next following month of June, and applying the reduction to the rent payments due in each of the said lease months.
17. Transfer of Lessor's Interest. In the event of any transfer or transfers of Lessor's interest in the Premises, other than a transfer for security purposes only, the transferor shall be relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer only upon the transferee's assumption, subject to the limitations of this paragraph, of all the covenants, agreements and conditions in this lease to be performed by the lessor. The Lessee shall recognize the transfer and attorn to the transferee only if the Lessee has received the identity and the business address of the transferee. The Lessor's covenants and agreements in this lease shall be binding on the Lessor, its successors and assigns, only during and in respect of their respective successive periods of ownership, subject however to the provision of written notice and the transferee's assumption of all obligations as provided in this paragraph.
18. Assignment and Subletting. Lessee shall have the right to assign this Lease or sublet any part of the Premises to another entity without prior express approval of Lessor, provided that any such assignee's or subtenant's use shall be compatible with the character of Lessor's building, and Lessee may assign or sublet to other parties with Lessor's consent, which consent shall not be unreasonably withheld. Lessor's consent to any sublease or assignments notwithstanding, in no event shall Lessee be released from liability hereunder.
19. Parking. Lessee, its employees, and clientele, and Lessee's subtenants and their employees and clientele, shall have the exclusive right to park in the parking area on the Property.

20. Default.

Failure to perform any obligation as stated and agreed to under this Lease shall constitute a default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for 15 days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the nondefaulting party may terminate this Lease with thirty (30) days notice in writing to the defaulting party; shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the nondefaulting party, those expenditures may be applied to monthly rent payment(s).

21. Holdover.

If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.

22. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDING, AGREEMENTS, OR REPRESENTATION, EITHER ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW IF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Lease Agreement shall not become effective and shall not be binding upon Multnomah County or any agency thereof until it has been executed, in the signature spaces provided below, by all parties to this agreement, including those whose approval is required.

The parties have executed this Lease the 30 day of Aug, 2000.

LESSOR: TIMOTHY AND BETTY VANAGAS and JAMES AND DEBRA WESTCOTT

By Timothy Vanagas Date: 8-20-00 By: Betty Vanagas Date: 8-20-00

By James Westcott Date: 08-30-00 By: Debra Westcott Date: 08-30-00

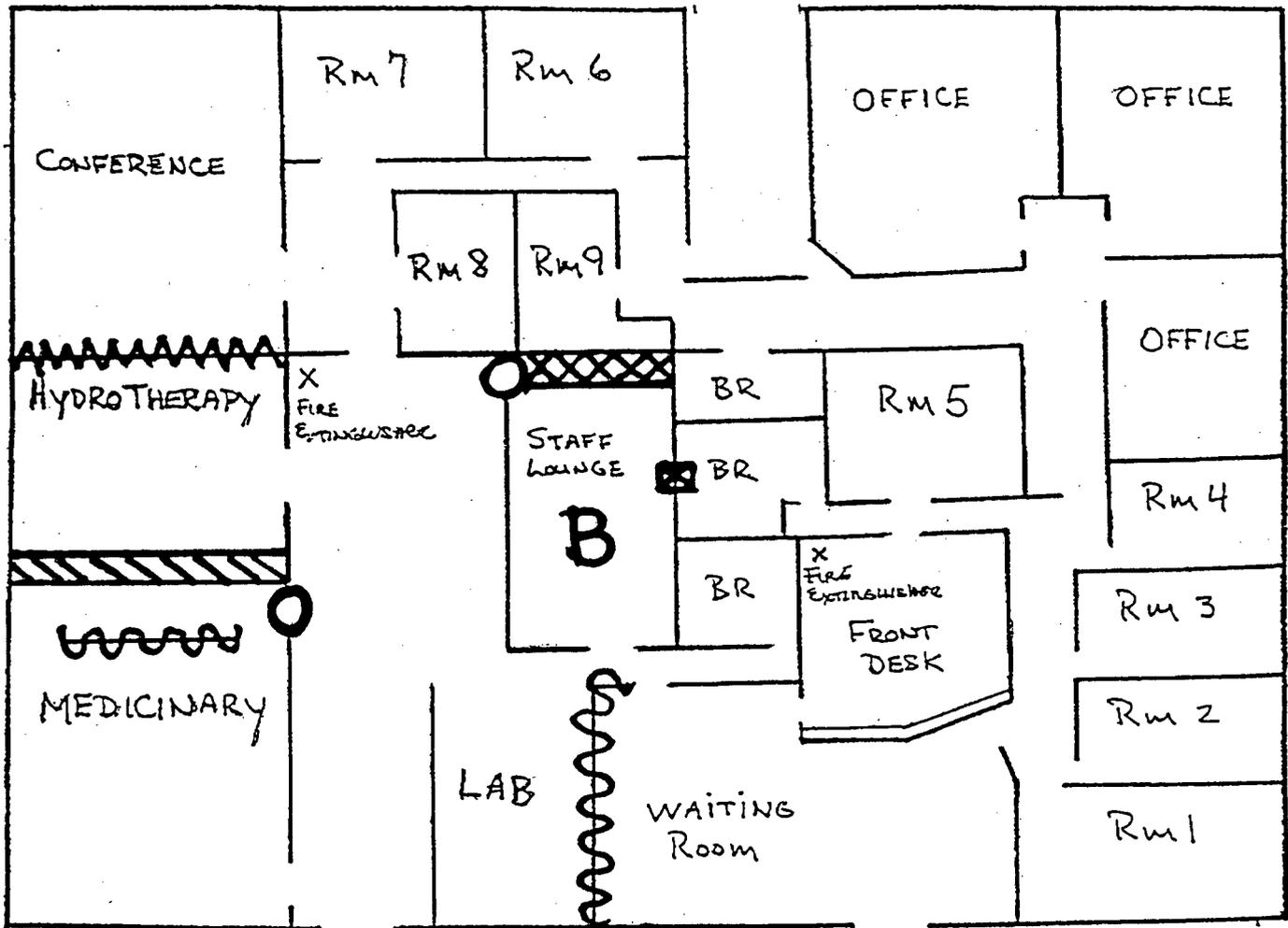
LESSEE: MULTNOMAH COUNTY

By Beverly Steiner Date: 8-29-00
Beverly Steiner, County Chair

Address for Notices:

Lessor: 21440 SE Stark St.
Gresham Or 97030
Lessee: 2505 SE 11th Ave.
Portland Or 97202

EXHIBIT A



- 1)  = Remove wall
- 2)  = Install sink with counters and cabinets
- 3)  = Install small window for urinalysis "pass-through" from bathroom
- 4)  = Remove wall and install support for accordion wall
- 5)  = Move counters, sink and cabinets from from existing Lab to east end of Room B
- 6)  = Fill in doorway (no opening)
- 7) In Rooms 6, 7 and 9 and in the new lab area, remove existing carpeting and replace with vinyl.

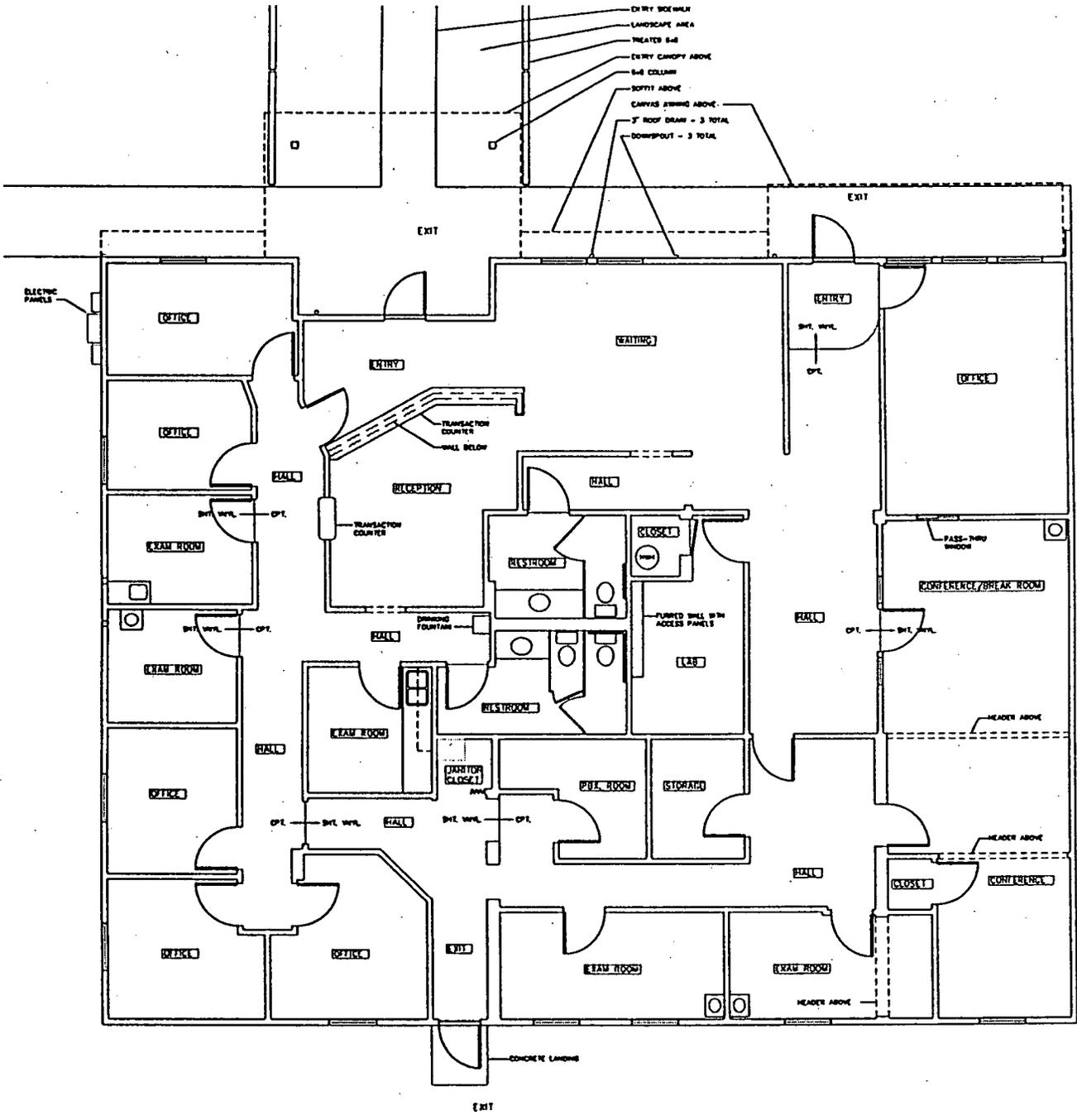
ROCKWOOD HEALTH CLINIC
 800 SE 18TH
 GRESHAM, OR

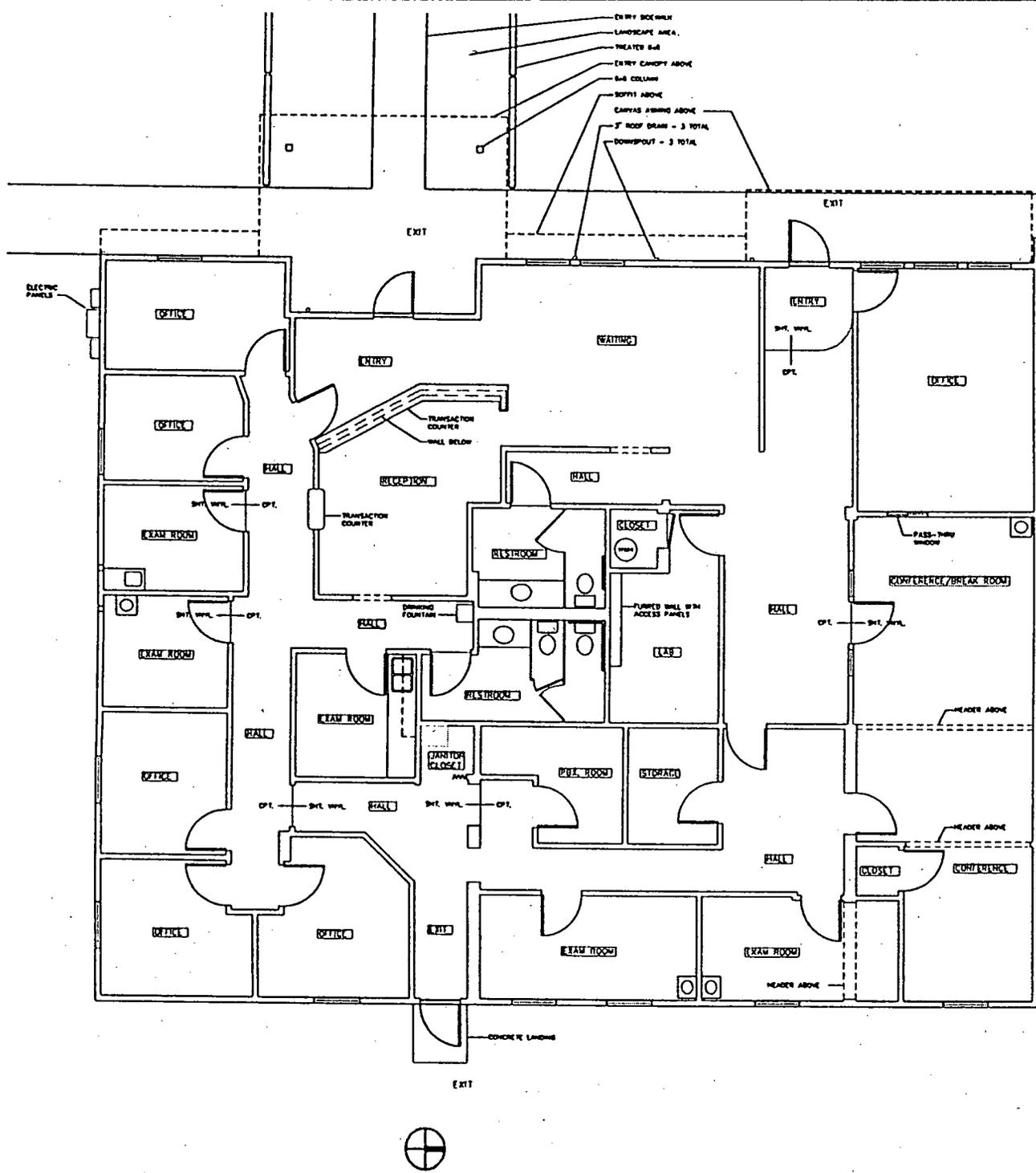
DATE: 11/11/88
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES

EXCESS PUM

A2.0

12/28/88





ROCKWOOD HEALTH CLINIC
 800 SE 18TH
 GRESHAM, OR

<p>DATE: 10/15/04 DRAWN BY: J. J. JONES CHECKED BY: J. J. JONES</p>
<p>PROJECT NO.: 04-001 SHEET NO.: 1 OF 1 TITLE: FLOOR PLAN</p>
<p>A2.0</p>



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 988-3056
FAX (503) 988-3015
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

Date: February 28, 2001
To: Board of County Commissioners
Via: Lillian Shirley, Health Department Director
From: Dave Houghton, Director, Disease Prevention and Control Division
Subject: Contract #4600001790 with Oregon Health Sciences University for Case Management for low-income persons living with HIV/AIDS services.

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #4600001790 with Oregon Health Sciences University for the period March 1, 2001 through February 28, 2002.
- II. Background/Analysis: The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act. The grant provides health care and support services to low-income people living with HIV/AIDS in the Portland metropolitan area who have no other source of payment for these services.

OHSU will continue to receive Ryan White Title I funds to provide a program of comprehensive case management services for people living with HIV/AIDS. The program—the HIV Case Management Partnership Project—is a coalition of governmental and private agencies. The Partnership Project's case managers deliver a range of client-centered services, linking clients and their family members with appropriate levels of health and support services, and providing ongoing assessment of the clients' and their family members' needs and personal support systems.

This contract was initially awarded through RFP #P952-21-0044 in April 1995 and has been renewed annually.

- III. Financial Impact: The County will pay contractor a maximum of \$402,300. This contract is fully funded by the Health Department's federal Ryan White CARE Act grant.

February 28, 2001

Oregon Health Sciences University
Contract #4600001790

- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: The local HIV Health Services Planning Council allocates Ryan White Title I funds, oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS and consists of a federally mandated balance of service providers, community representatives, and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon and Clark County, Washington; and Ryan White Title II funds for Clackamas, Columbia, Multnomah, Washington and Yamhill counties. The Health Department has contracts with Clackamas County, Columbia Health District, and Yamhill County to provide HIV case management services. Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Health Division, the Oregon Aging and Disability Services Division, and the Oregon Adult and Family Services Division. In addition and through separate agreements, OHSU receives Title I funds to provide dental services through the Russell Street Dental Clinic, and to provide patient care coordination for HIV-positive persons who receive outpatient medical care services at OHSU.



MULTNOMAH COUNTY OREGON



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

MEMORANDUM

Date: April 16, 2001
To: Board of County Commissioners
Via: Lillian Shirley, Health Department Director
From: Dave Houghton, Director, Disease Prevention and Control Division
Subject: Amendment #1 to Contract #4600001790 with Oregon Health Sciences University for Case Management for low-income persons living with HIV/AIDS services.

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. Recommendation/Action Requested: The Health Department recommends Board approval of Amendment #1 of Contract #4600001790 with Oregon Health Sciences University. The effective date of this Amendment shall be the date on which each party has signed this Amendment and shall apply retroactively to March 1, 2001. Unless earlier terminated as provided below, the termination date shall be February 28, 2002.
- II. Background/Analysis: The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act. The grant provides health care and support services to low-income people living with HIV/AIDS in the Portland Metropolitan Area who have no other source of payment for these services.

OHSU will continue to receive Ryan White Title I funds to provide a program of comprehensive case management services for people living with HIV/AIDS. The program—the HIV Case Management Partnership Project—is a coalition of governmental and private agencies. The Partnership Project's Case Managers deliver a range of client-centered services, linking clients and their family members with appropriate levels of health and support services, and providing ongoing assessment of the clients' and their family members' needs and personal support systems.

OHSU had been receiving funding through the Congressional Black Caucus to provide intensive case management for African American and Latino clients. Due to changes in the guidance from HRSA, they no longer qualify to receive those funds. They will however, continue to serve some of those clients. For this reason, additional funds are being made available to the Partnership Project at this time.

This contract was initially awarded through RFP #P952-21-0044 in April 1995 and has been renewed annually.

- III. Financial Impact: The County will pay contractor a maximum of \$426,150 (an additional \$23,850 to the original contract of \$402,300). This contract is fully funded by the Health Department's federal Ryan White CARE Act Grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: The local HIV Health Services Planning Council allocates Ryan White Title I funds, oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS and consists of a federally mandated balance of service providers, community representatives, and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA), which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon and Clark County, Washington; and Ryan White Title II funds for Clackamas, Columbia, Multnomah, Washington and Yamhill counties. The Health Department has contracts with Clackamas County, Columbia Health District, and Yamhill County to provide HIV case management services. Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Health Division, the Oregon Aging and Disability Services Division, and the Oregon Adult and Family Services Division. In addition and through separate agreements, OHSU receives Title I funds to provide dental services through the Russell Street Dental Clinic, and to provide patient care coordination for HIV-positive persons who receive outpatient medical care services at OHSU.



Class II Contract

Vendor Address

OHSU-HIV CASE MGMT PROJECT
3181 SW SAM JACKSON PK L002
PORTLAND OR 97201

Information

Contract Number 4600001790
Date 03/01/2001
Vendor No. 12149
Contact/Phone Health Contracts /
988-3056
Validity Period: 03/01/2001 - 02/28/2002
Minority Indicator: Not Identified

Estimated Target Value: 402,300.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H10000002 Case Management (USD) Plant: F015 Health Services Requirements Tracking Number: CSS999 <i>RYAN WHITE TITLE 1 GRANT FUNDS FROM HRSA</i>	402,300	Dollars	\$ 1.0000



Class II Contract

Vendor Address
OHSU-HIV CASE MGMT PROJECT 3181 SW SAM JACKSON PK L002 PORTLAND OR 97201

Information	
Contract Number	4600001790
Date	03/01/2001
Vendor No.	12149
Contact/Phone	Health Contracts / 988-3056
Validity Period:	03/01/2001 - 02/28/2002
Minority Indicator:	Not Identified

Estimated Target Value: 426,150.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H10000002 Case Management (USD) Plant: F015 Health Services Requirements Tracking Number: IGA <i>RYAN WHITE TITLE 1 GRANT FUNDS FROM HRSA</i>	402,300	Dollars	\$ 1.0000
0002	H10000002 Case Management (USD) Plant: F015 Health Services Requirements Tracking Number: IGA <i>AMENDMENT #1 TO CONTRACT #4600001790. AMOUNT NOT TO EXCEED \$23,850. THE OVERALL CONTRACT AMOUNT NOT TO EXCEED \$426,150. FUNDING SOURCE: RYAN WHITE TITLE 1 GRANT FUNDS FROM HRSA.</i>	23,850	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 4600001790
 Amendment #: _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-5</u> DATE <u>05-10-01</u></p> <p style="text-align: center;">DEB BOGSTAD, BOARD CLERK</p>
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Department: Health Department Division: Disease Prevention and Control Date: 3/6/01
 Originator: Elizabeth Fosterman Phone: 83030x222 Bldg/Rm: 340/2
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/1430
 Description of Contract: Ryan White Title I Grant funds from HRSA. HIV Case Management.

RENEWAL: PREVIOUS CONTRACT NO(S): 9910546-2, 0010479-1
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: MBE WBE ESB QRF N/A NONE (Check all boxes that apply)

<p>Contractor <u>OHSU-HIV Case MGMT Project</u> Address <u>3181 SW Sam Jackson Pk</u> <u>Portland, Oregon 97201</u></p> <p>Phone <u>503 230-1202</u></p> <p>Employer ID# or SS# <u>n/a</u> Effective Date <u>March 1, 2001</u> Termination Date <u>February 28, 2002</u></p> <p>Original Contract Amount \$ <u>402,300</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>402,300</u></p>	<p>Christyne Belven, OHSU Contracts Coordinator Remittance address _____ (If different) _____</p> <p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Monthly</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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Retro

REQUIRED SIGNATURES:

Department Manager Lillian Sherry / ang DATE 4/4/01

Purchasing Manager Kate Gault DATE _____
 (Class II Contracts Only)

County Counsel _____ DATE 4/5/01

County Chair Pel Fawcett DATE 05-10-01

Sheriff _____ DATE _____

Contract Administration Herman L. Brane DATE 4/18/01
 (Class I, Class II Contracts only)

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

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

w/c Available upon request

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Oregon Health Sciences University, a public corporation, hereafter "OHSU," and Multnomah County, acting by and through its Health Department, hereafter "COUNTY", pursuant to authority granted in ORS Chapter 190.

PURPOSE:

OHSU will receive federal Ryan White CARE Act funds to provide a program of comprehensive case management services (designated the HIV Case Management Partnership Project) for low-income persons living with HIV/AIDS.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from March 1, 2001 to February 28, 2002.

2. RESPONSIBILITIES OF OHSU.

a. SERVICES

(A) Client Eligibility

To be eligible for services under this Agreement, individuals, who may be self-referred or referred by case managers, outreach workers, health departments, or other community agencies, must:

- (1) Have medically verifiable HIV disease. OHSU shall meet the federal requirement to document positive serostatus for each person receiving services under this Agreement.
- (2) Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties in Oregon, and Clark County, Washington.
- (3) Have no other source of payment for the services provided. Funds received under this Agreement shall not be used to pay for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by sources other than Ryan White funds.

(B) General

- (1) OHSU must have clear eligibility standards and procedures for determining a client's need for a service, based on an understanding of other resources available in the community.
- (2) OHSU is expected to make reasonable efforts to link clients with other resources and to secure other funding instead of CARE Act funds whenever possible.
- (3) Funds received through this Agreement cannot be used to make direct financial payments to clients.
- (4) OHSU shall screen clients for access to a primary medical care provider and to health insurance. Where indicated, OHSU shall link clients with an appropriate service provider or system to facilitate the access.

- (5) OHSU shall support the continuum of care by linking clients, as appropriate, to other services available within the EMA.
 - (6) OHSU shall maintain procedures that allow clients to express concerns and/or file complaints if they are dissatisfied with the services provided under this Agreement.
 - (7) OHSU shall conduct outreach to inform persons living with HIV, community organizations, public health agencies, and treatment providers throughout the EMA about the services available under this Agreement.
 - (8) OHSU shall provide a mechanism for informed community members and persons living with HIV to have meaningful input into the development and implementation of OHSU's policies and programs designed to address their needs.
 - (9) The percentage of clients served who live in each of the counties of the EMA must be proportionate in general to the geographic distribution of AIDS cases in the EMA, taking into consideration other resources available to provide services in each area.
 - (10) OHSU shall provide culturally competent services for women, racial/ethnic minority, and sexual minority clients. The percentage of women and racial/ethnic minority clients served must be at least proportionate to their representation in the EMA's estimated HIV prevalence.
- (C) HIV Case Management Partnership Services
OHSU shall enhance and ensure access to treatment and support services for low-income persons living with HIV by coordinating the HIV Case Management Partnership Project, a comprehensive case management system delivered by a coalition of private and governmental agencies.
- (1) Through the Partnership Project, OHSU shall provide:
 - (a) Case management services for a minimum of 715 unduplicated clients, of whom 305 will be paid for by Ryan White Title I funding, 383 will be funded through partner contributions and the remainder through other funding.
 - (b) Services shall include a minimum of 15,625 case management encounters. An average of one in five encounters shall be face-to-face with the client.
 - (2) OHSU shall provide staff for the Partnership Project at the levels outlined in the budget attached to this Agreement as Exhibit A.
 - (3) OHSU shall continue to work with participating agencies. These agencies presently provide 4.5 FTE of case management.
 - (a) Participating agencies shall include, but not be limited to: OHSU, the Clackamas County Health Department, the Multnomah County Health Department, Legacy Health System, Providence Health System, the Social Security Administration, the Oregon Aging and Disability Services Division, the Oregon Adult and Family Services Division, the Oregon Health Division, Cascade AIDS Project, and Network Behavioral HealthCare Inc.
 - (b) OHSU shall notify COUNTY of proposed changes in participating agencies and their impact on services prior to implementation.

- (4) OHSU shall deliver comprehensive case management services through teams assigned to at least four agency sites.
 - (a) Sites shall include OHSU (OHSU/VA team), the Providence/Clackamas County Health Department, the Multnomah County Health Department, and Legacy Health System.
 - (b) Each site shall be assigned to cover one or more geographic areas in the EMA.
 - (c) OHSU shall notify COUNTY of proposed additions or changes in site locations and their impact on services prior to implementation.
- (5) In addition to providing services at the agency sites, if a case manager finds it in the best interest of the client, s/he shall schedule client visits at a provider's office or clinic, in the client's home, at OHSU's facilities, or at another mutually agreed upon location.
- (6) OHSU shall provide case management services for Latino/a clients in collaboration with the Virginia Garcia Memorial Health Center and Apoyo Latino and in a community setting which best meets the needs of Latino/a clients.
- (7) Case management services will be structured based on assessment of the client's acuity (using the acuity scale developed in the Statewide HIV Case Management Standards), identified issues, client's needs and wishes, client's ability to engage in her/his own care, and existing resources available to address the issues.
 - (a) All clients shall receive a comprehensive intake assessment. Case managers shall assess the client's physical, environmental, financial, cognitive, and functional level; identify the client's needs and problems; and determine the client's services needs, if any.
 - (b) Based on the assessment, clients shall be prioritized into one of three levels of services: Access/Monitoring, Basic Case Management, or Intensive Case Management. Clients may move between these three levels based on updated assessment of needs.
 - (c) Case management services shall include development of a care plan for clients at the basic or intensive levels, client linkage with needed services, monitoring of the provision of services and changes in the client's condition, modification of the care plan as needed, and documentation of the process.
 - (d) All client service plans shall be reviewed at regular case conference sessions. The first review shall take place within 30 days of initial services.
- (8) Case managers shall maintain a comprehensive understanding of the treatment, financial, and support services available to meet the needs of persons living with HIV.

(9) OHSU shall maintain a comprehensive, centralized database. The centralized database shall include client demographics, care and service plans, contacts, outcomes, progress notes and other relevant service data.

(10) OHSU shall network with, and serve as a resource to, case managers throughout the EMA.

b. REPORTING, MONITORING AND EVALUATION

(A) OHSU shall submit to Multnomah County by July 1, 2001, the following federally required information. OHSU must submit this information in the format prescribed by county.

(1) A narrative justification for the line-item budget for this Agreement.

(2) A summary of OHSU's funding by funding source for HIV care services.

(B) OHSU shall report its progress toward fulfilling minimum service requirements by completing the "Ryan White Title I and Title II Monthly Contract Report." This report must be submitted to COUNTY by the 15th of each month for services provided during the previous month. Reporting shall include but is not limited to:

(1) Number of enrolled clients as of March 1, 2001, the beginning of the contract year.

(2) Number of new clients served.

(3) Unduplicated number of clients served year-to-date.

(4) Number of clients with encounters during the report month.

(5) Number of face-to-face case management encounters with clients.

(6) Number of other case management encounters with clients.

(7) A brief narrative that describes program activities, achievements and issues, which may be positively or negatively affecting service delivery.

(C) OHSU shall report its progress toward achieving system-wide outcome objectives for case management services. COUNTY and OHSU will mutually agree on a reporting cycle based on the specific outcome indicators. Reporting shall include, but is not limited to the following outcome indicators:

(1) Unduplicated number and percent of clients enrolled in health insurance.

(2) Unduplicated number and percent of clients with a primary care provider.

(3) Unduplicated number and percent of clients "lost to follow-up" (no contact for six or more months and all efforts to contact client fail).

(4) Unduplicated number and percent of clients expressing satisfaction with services.

- (D) OHSU shall prepare and submit to Multnomah County a final summary report for the Agreement period. This report is due within 30 days following the end of the Agreement period. At a minimum, OHSU's report shall summarize:
- (1) Progress in meeting service level requirements.
 - (2) Achievement of any specific outcome objectives.
 - (3) Activities related to coordination of services, evaluation, and quality improvement.
 - (4) Any significant agency and/or program changes made.
- (E) OHSU shall complete the federally required "Ryan White CARE Act Annual Administrative Report" (AAR) for the period January 1 through December 31, 2001. OHSU shall submit this report to Multnomah County on a semi-annual basis by the 15th of July, 2001 and 15th of January, 2002. Each semi-annual report shall provide calendar year-to-date (i.e., cumulative) service utilization data.
- (F) OHSU shall assist with Multnomah County's program evaluation, quality assurance, and quality improvement efforts. These may include but are not limited to client satisfaction surveys, peer provider surveys, and site visits from Multnomah County staff.
- (G) OHSU shall attend Ryan White Service Provider meetings convened by Multnomah County to share information, discuss evaluation and quality improvement issues, and review common contractual or programmatic concerns.

3. RESPONSIBILITIES OF COUNTY.

- a. COUNTY agrees to pay OHSU a maximum of \$402,300 for provision of the services specified in this Agreement, which payment shall be based on the budget attached to this Agreement as Exhibit A, herein incorporated by reference, and subject to the following terms:

- (A) COUNTY will reimburse OHSU monthly upon receipt of a line-item expenditure report detailing allowable expenses.
- (B) OHSU shall submit its expenditure reports by the 20th day of each month for services provided during the previous month to:

HIV Grants Manager
Multnomah County Health Department
20 NE 10th Avenue, 2nd Floor
Portland, OR 97232

- (C) COUNTY shall send payment to:

HIV Case Management Partnership Project
Attention: Cashier's Office
Oregon Health Sciences University
3181 SW Sam Jackson Park Road, L002
Portland, OR 97201

- (D) COUNTY must approve budget modifications of more than 20% within a major category or any modification between major categories (Personnel, Materials and Supplies, Equipment, or Direct Assistance).
 - (E) All equipment purchased with Agreement funds shall remain the property of COUNTY, and its final disposition shall be at the sole discretion of COUNTY. OHSU shall retain possession of the equipment so long as it is continued in use for the purpose of supporting Ryan White-funded programs and services.
 - (F) Administrative costs billed by OHSU under this Agreement must not exceed 10% of the total Agreement amount. Administrative costs include indirect costs; costs associated with management and oversight of the Agreement; and costs associated with program support, including quality assurance and quality controls.
 - (G) In the event that OHSU does not demonstrate the ability to provide services at the level specified during the Agreement period, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White approved services.
 - (H) Both parties agree that this Agreement is subject to the availability of federal funds.
 - (I) COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 2001. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or OHSU may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify OHSU as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
 - (J) OHSU shall submit all invoices for services provided under this Agreement within forty-five (45) days after the end of the Agreement period. COUNTY shall not be responsible for payment of invoices submitted more than forty-five (45) days after the end of the Agreement period.
4. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless OHSU from and against all liability, loss and costs arising out of or resulting from the acts of COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, OHSU shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of OHSU, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **ADDITIONAL TERMS AND CONDITIONS:**

- a. **INDEPENDENT CONTRACTOR STATUS.** OHSU is an independent contractor and is solely responsible for the conduct of its programs. OHSU, its employees and agents shall not be deemed employees or agents of COUNTY.
- b. **TAXPAYER IDENTIFICATION NUMBER.** OHSU shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.
- c. **RECORD CONFIDENTIALITY.** COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
- d. **ACCESS TO RECORDS.** Notwithstanding paragraph 9. above: OHSU agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency, to make such review of the records of OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY's Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as a result of such audits, review or site visits will be the sole responsibility of OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.
- e. **ADHERENCE TO LAW.**
 - (A) OHSU shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
 - (B) OHSU shall not discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, OHSU must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000 (d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R.84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. OHSU will also comply

with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

f. **AMENDMENTS.**

- (A) In the event that COUNTY's Agreement obligation is amended by a federal- or state- initiated change, COUNTY shall amend this Agreement through written notification of changes sent to OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- (B) Any other amendments to the provision of this Agreement, whether initiated by COUNTY or OHSU, shall be reduced to writing and signed by both parties.

g. **WAIVER OF DEFAULT.** Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

h. **EARLY TERMINATION.** Notwithstanding paragraph 4. above:

- (A) Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by OHSU, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- (B) This Agreement may be terminated by either party by sixty (60) days prior written notice to the other party, delivered by certified mail or in person.
- (C) COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to OHSU by certified mail or in person, under any of the following conditions:
 - (1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
 - (2) If OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
 - (3) If COUNTY has evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- (D) If the Agreement is terminated under this paragraph, COUNTY shall pay OHSU only for services provided in accordance with the Agreement through the day of termination.
- (E) Termination under any provision of this paragraph shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

i. **NOTICE OF LITIGATION.** Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

j. **OREGON LAW AND FORUM.** This Agreement shall be construed and governed according to the laws of the State of Oregon.

k. **INTEGRATION.** This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

l. **CERTIFICATION REGARDING LOBBYING.**

(A) OHSU certifies, to the best of OHSU's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of OHSU, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than federally 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 Agreement, OHSU shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

m. **OMB CIRCULAR 1-128.** If OHSU is a sub-recipient of federal funds passed through COUNTY, OHSU shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

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

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

MULTNOMAH COUNTY, OREGON

OREGON HEALTH SCIENCES UNIVERSITY

By Bill Fower
Bill M. Farver, Multnomah County Chair
Date 05.10.01

By _____
Title _____

By Lillian Shirley Jones
Lillian Shirley, Health Department Director
Date _____

Date 7/4/01

By Elizabeth Fosterman
Elizabeth Fosterman, Program Manager
Date 3/28/01

APPROVED AS TO FORM:

REVIEWED:
Thomas Sponsler, County Attorney
for Multnomah County, Oregon

By _____
Date _____

By Katie Gaetjens
Katie Gaetjens, County Attorney
Date 4/15/01

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 05.10.01
DEB BOGSTAD, BOARD CLERK

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 4600001790
 Amendment #: 1

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<p style="text-align: center;">CLASS III</p> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-5</u> DATE <u>05.10.01</u> DEB BOGSTAD, BOARD CLERK</p>
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Department: Health Department Division: Disease Prevention and Control Date: 4/16/01
 Originator: Elizabeth Fosterman Phone: 83030x222 Bldg/Rm: 340/2
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/1430
 Description of Contract: This contract is funded in its entirety by the Ryan White Title I Grant funds from HRSA. HIV Case Management.

RENEWAL: PREVIOUS CONTRACT NO(S): 9910546-2, 0010479-1
 RFP/BID: #P952-21-0044 RFP/BID DATE: April 1995
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: MBE WBE ESB QRF N/A NONE (Check all boxes that apply)

Contractor <u>OHSU-HIV Case MGMT Project</u> Address <u>3181 SW Sam Jackson Pk RD</u> <u>Portland, Oregon 97201</u> Phone <u>503 230-1202</u>	Christyne Belven, OHSU Contracts Coordinator Remittance address _____ (If different) _____
Employer ID# or SS# <u>n/a</u> Effective Date <u>March 1, 2001</u> Termination Date <u>February 28, 2002</u>	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Monthly</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>402,300</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>23,850</u> Total Amount of Agreement \$ <u>426,150</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager <u><i>Carol Ford for Lillian Shirley</i></u>	DATE <u>4/23/01</u>
Purchasing Manager _____	DATE _____
County Attorney <u><i>Katei Gaudjens</i></u>	DATE <u>4/26/01</u>
County Chair <u><i>Bill Fawcett</i></u>	DATE <u>05.10.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

**MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT
(Amendment to Change Contract Provisions During Contract Term)**

CONTRACT NO. 4600001790

This is an amendment #1 to Multnomah County Contract No. 4600001790 effective March 1, 2001 between Multnomah County, hereinafter referred to as COUNTY, and Oregon Health Sciences University, hereinafter referred to as CONTRACTOR.

The parties agree:

1. The following changes are made to Contract No. 4600001790:

(New language in *italics*, old language lined out)

Page 2, paragraph 2.C.1.a. is amended to read as follows:

- (1) Through the Partnership Project, OHSU shall provide:

- (a) Case management services for a minimum of ~~745~~ *715* unduplicated clients, of whom ~~335~~ *305* will be paid for by Ryan White Title I funding, ~~383~~ will be funded through partner contributions and the remainder through other funding.

Page 5, paragraph 3.a is amended to read as follows:

COUNTY agrees to pay OHSU a maximum of ~~\$402,300~~ *\$426,150* for provision of the services specified in this Agreement, which payment shall be based on the budget attached to this Agreement as Exhibit A (Amendment #1), herein incorporated by reference, and subject to the to the following terms:...

2. All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 3181 SW Sam Jackson Park RD Portland, Oregon 97201

Federal Tax ID# or Social Security: _____

Is Contractor a Nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-Non-profit
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract Amendment including the attached Exhibit. I understand the Contract Amendment and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

Bill Farver

May 10, 2001

Bill Farver, Interim County Chair

Date

Department and County Attorney Approval and Review

Approved: _____

Lillian Shirley
Lillian Shirley, Health Department Director

4/23/01
Date

Margaret Robinson, Program Manager

Date

Reviewed: _____

Katie Gaetjens
Katie Gaetjens, Assistant County Attorney

4/26/01
Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 05.10.01
DEB BOGSTAD, BOARD CLERK**

Exhibit A
IGA #4600001790-1
Oregon Health Sciences University
HIV Case Management Partnership Project Budget
March 1, 2001 through February 28, 2002

Description	FTE	Budget	Revised budget
Total Personnel		358,546	378,816
Nurse Case Manager	1.10		
Social Work Case Manager	4.40		
Office Manager	1.00		
Administrative Assistant	1.00		
Intake Coordinator	0.40		
Materials & Services			
Rent/Janitorial Services		25,800	25,800
Telephone Services		6,866	7,406
Office Supplies		1,857	2,157
Minor Equipment		1,000	2,172
Computer Software		250	250
Postage		1,000	1,060
Travel		3,500	4,400
Printing		1,200	1,200
Advertising		500	700
Staff Development		1,781	2,189
Total Materials & Services		43,754	47,334
Total Budget		402,300	426,150



MULTNOMAH COUNTY OREGON



MEMORANDUM

Date: March 23, 2001
To: Board of County Commissioners
Via: Lillian Shirley, Health Department Director
From: Dave Houghton, Director, Disease Prevention & Control Division
Subject: Contract #4600001799 with Oregon Health Sciences University for Dental Services

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

Recommendation/ Action Requested: The Health Department recommends Board ratification of Contract #4600001799 with Oregon Health Sciences University for the period March 1, 2001 through February 28, 2002.

Background/Analysis: The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act. The grant provides health care and support services to low-income people living with HIV/AIDS in the Portland Metropolitan Area who have no other source of payment for these services.

OHSU's Russell Street Dental Clinic will continue to receive Ryan White Title I funds to provide dental services, which are increasingly important in light of changes in the HIV epidemic. New treatments are extending the lives of people with HIV, so they are more likely to seek out dental services and to require a complex array of services to maintain good dental health. This agreement has been renewed annually since April 1995.

Financial Impact: The County will pay Contractor a maximum of \$176,200. This contract is fully funded by the Health Department's federal Ryan White CARE Act Grant.

Legal Issues: None

Controversial Issues: None

Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.

Citizen Participation: The local HIV Health Services Planning Council allocates Ryan White I funds, oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS and consists of a federally mandated balance of service providers, community representatives, and users of services.

Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA), which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon and Clark County, Washington; and Ryan White Title II funds for Clackamas, Columbia, Multnomah, Washington and Yamhill counties.

In addition and through separate agreements, OHSU receives Title I funds to provide patient care coordination for HIV-positive persons who receive outpatient medical care services at OHSU, and to administer the HIV Case Management Partnership Project, a coalition of governmental and private agencies which provides HIV case management services. Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.



IGA Contract

Vendor Address

RUSSELL ST DENTAL CLINIC-OHSU
ATTN: MS LAINE RICH
214 N RUSSELL
PORTLAND OR 97227

Information

Contract Number 4600001799
Date 03/05/2001
Vendor No. 10955
Contact/Phone Health Contracts /
988-3056
Validity Period: 03/01/2001 - 02/28/2002
Minority Indicator: Not Identified

Estimated Target Value: 176,200.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H58550003 Dental Clinic Services (USD) Plant: F015 Health Services Requirements Tracking Number: IGA	176,200	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 4600001799
 Amendment #: _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-6</u> DATE <u>05-10-01</u> DEB BOGSTAD, BOARD CLERK</p>
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Department: Health Department Division: Disease Prevention and Control Date: 3/21/01
 Originator: Liz Fosterman Phone: 83030 x222 Bldg/Rm: 340/2
 Contact: Darren Chilton Phone: 26207 Bldg/Rm: 106/1430
 Description of Contract: Dental services for persons living with HIV.

RENEWAL: PREVIOUS CONTRACT NO(S): 201246, 9910500, 4600000293
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: MBE WBE ESB QRF N/A NONE (Check all boxes that apply)

Contractor <u>Oregon Health Sciences University</u> Address <u>3181 Sam Jackson Park Road</u> <u>Portland, Oregon 97201</u> Phone <u>(503) 494-4853</u> Fax <u>(503) 494-7787</u> Employer ID# or SS# <u>93-1176109</u> Effective Date <u>March 1, 2001</u> Termination Date <u>February 28, 2002</u> Original Contract Amount \$ <u>176,200</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>176,200</u>	David Rosenstein, Director, Russell Street Carol Dersham, Contracts Officer, Research Services L106 Remittance address _____ (If different) ADD Attn: <u>Laine Rich</u> Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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Revised

REQUIRED SIGNATURES:

Department Manager *William Shively / anf* DATE 4/14/01
 Purchasing Manager _____ DATE _____
 (Class II Contracts Only)
 County Attorney *Katie Guff* DATE 4/15/01
 County Chair *John P. ...* DATE 05-10-01
 Sheriff _____ DATE _____
 Contract Administration *Herman L. Brane* DATE 4/18/01
 (Class I, Class II Contracts only)

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

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

w/c cert. available upon request

INTERGOVERNMENTAL AGREEMENT
Contract #4600001799

This is an Agreement between Oregon Health Sciences University, a public corporation, hereafter (OHSU), and Multnomah County, hereafter (COUNTY), acting by and through its Health Department, pursuant to authority granted in ORS Chapter 190.

PURPOSE:

OHSU will receive federal Ryan White CARE Act funds to provide dental services for low-income persons living with HIV/AIDS at Project Dental Health (Russell Street Dental Clinic).

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from March 1, 2001 to February 28, 2002.

2. **RESPONSIBILITIES OF OREGON HEALTH SCIENCES UNIVERSITY.**

a. **DEFINITIONS**

As used in this Agreement:

(A) "Center" shall mean Project Dental Health.

(B) "Dental services" shall mean professional services (except as expressly limited by Exhibit B, which is attached to this Agreement and herein incorporated by reference), including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students and parodontal personnel.

(C) "Third party payer" shall mean parties such as insurance organizations, Medicare Medicaid, or individuals which make payments for dental services provided to clients.

b. **CLIENT ELIGIBILITY**

OHSU shall screen all individuals for eligibility. To be eligible for services under this Agreement, individuals must:

(A) Have medically verifiable HIV disease. OHSU shall meet the federal requirement to document positive HIV serostatus for each person receiving services under this Agreement.

(B) Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon, and Clark County in Washington.

(C) Have an income which is less than or equal to 200% of the Federal Poverty Level.

(D) Have no other source of payment for the services provided. Funds received under this Agreement shall not be used to pay for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by sources other than Ryan White funds. OHSU shall take reasonable steps to ascertain third-party payers for clients and shall make reasonable efforts to obtain reimbursement for covered services.

c. GENERAL

- (A) OHSU must have clear eligibility standards and procedures for determining a client's need for a service, based on an understanding of other resources available in the community.
- (B) OHSU is expected to make reasonable efforts to link clients with other resources and to secure other funding instead of CARE Act funds whenever possible.
- (C) Funds received through this Agreement cannot be used to make direct financial payments to clients.
- (D) OHSU shall screen clients for access to a primary medical care provider and access to health insurance. Where indicated, OHSU shall link clients with an appropriate service provider or system to facilitate the access.
- (E) OHSU shall support the continuum of care by linking clients, as appropriate, to other services available within the EMA.
- (F) OHSU shall maintain procedures which allow clients to express concerns and/or file complaints if they are dissatisfied with the services provided under this Agreement.
- (G) OHSU shall conduct outreach to inform persons living with HIV, community organizations, public health agencies, and treatment providers throughout the EMA about Agreement services.
- (H) OHSU shall provide a mechanism for informed community members and persons living with HIV to have meaningful input into the development and implementation of the Center's policies and programs designed to address their needs.
- (I) OHSU shall provide culturally competent services for women, racial/ethnic and sexual minority clients. The percentage of women and racial/ethnic minority clients must be at least proportionate to their representation in the EMA's estimated HIV prevalence.
- (J) OHSU shall secure releases from each person enrolled and receiving service under this Agreement to allow OHSU to communicate, on a need-to-know basis, with external agencies.
- (K) OHSU shall inform clients of their rights and responsibilities and have clear written procedure to maintain client confidentiality.
- (L) Services must be provided to clients across all six counties of the EMA generally in proportion to the geographic distribution of HIV/AIDS cases in the EMA.

d. SERVICES

- (A) OHSU shall provide comprehensive dental services at the Center as described in Exhibit A, which is attached to this agreement and herein incorporated by reference, for a minimum of 110 persons living with HIV/AIDS.

(B) OHSU shall provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

e. REPORTING, MONITORING AND EVALUATION

(A) OHSU shall submit to COUNTY by July 1, 2001; the following federally required information. OHSU must submit this information in the format prescribed by COUNTY.

(1) A line-item budget with narrative justification for this Agreement.

(2) A summary of OHSU's funding by funding source for HIV care services.

(B) OHSU shall report its progress toward fulfilling minimum service requirements by completing the "Ryan White Title I and Title II Monthly Contract Report. This report must be submitted to COUNTY by the 15th of each month for services provided during the previous month. Reporting shall include, but is not limited to:

(1) Unduplicated number of clients served each month and year-to-date.

(2) Number of dental visits.

(3) A brief narrative that describes program activities, achievements and issues which may be positively or negatively affecting service delivery.

(C) OHSU shall work with COUNTY to define outcome objectives for services provided under this Agreement and implement procedures to measure achievement of these objectives. OHSU and COUNTY will mutually agree on a mechanism for reporting information related to achievement of these objectives.

(D) OHSU shall prepare and submit to COUNTY a final summary report for the Agreement period. This report is due within 30 days following the end of the Agreement period. At a minimum, OHSU's report shall summarize:

(1) Progress in meeting service level requirements.

(2) Achievement of any specific outcome objectives.

(3) Activities related to coordination of services, evaluation, and quality improvement.

(4) Any significant agency and/or program changes made.

(E) OHSU shall complete the federally required "Ryan White CARE Act Annual Administrative Report" (AAR) for the period January 1 through December 31, 2001. OHSU shall submit this report to COUNTY on a semi-annual basis by the 15th of July, 2001 and 15th of January 2002. Each semi-annual report shall provide calendar year-to-date (i.e., cumulative) service utilization data.

(F) OHSU shall have a continuous quality improvement system to assess the quality of care provided and to ensure that deficiencies are identified and addressed.

(G) OHSU shall assist with COUNTY's program evaluation, quality assurance, and quality improvement efforts. These may include but are not limited to client satisfaction surveys, peer provider surveys, and site visits from COUNTY staff.

(H) OHSU shall attend Ryan White Service Provider meetings convened by COUNTY to share information, discuss evaluation and quality improvement issues, and review common contractual or programmatic concerns.

3. RESPONSIBILITIES OF MULTNOMAH COUNTY.

a. COUNTY agrees to pay OHSU a maximum of \$176,200 for provision of the services specified in this Agreement, on the following terms:

(A) Upon receipt of an itemized billing invoice, COUNTY shall reimburse OHSU monthly at the following rates:

(1) Not to exceed 80% of the Center's published full fee schedule for services rendered at the Center, and

(2) Actual cost of dental/laboratory services provided through outside referrals.

(B) Invoices shall be submitted by the 20th day of each month for services provided during the previous month to:

HIV Grants Manager
Multnomah County Health Department
20 NE 10th Avenue, 2nd Floor
Portland, OR 97232

(C) Administrative costs billed by OHSU under this Agreement must not exceed 10% of the total Agreement amount. Administrative costs include indirect costs; costs associated with management and oversight of the Agreement; and costs associated with program support, including quality assurance and quality controls.

b. Both parties agree that this Contract is subject to the availability of federal funds.

c. In the event that OHSU does not demonstrate the ability to provide services at the level specified during the Agreement term, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White-approved services.

d. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract through the fiscal year ending June 30, 2001. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or OHSU may terminate the Contract or the parties by mutual agreement may reduce Contract funding accordingly. COUNTY will notify OHSU as soon as it receives notification from the funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

e. All final billings affecting Contract payments must be received within forty-five (45) days after the end of the Contract period. Final billing not received within this specified time period will be the sole responsibility of OHSU.

4. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless OHSU from and against all liability, loss and costs arising out of or resulting from the acts of COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 OHSU shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of OHSU, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **ADDITIONAL TERMS AND CONDITIONS:**
 - a. **INDEPENDENT CONTRACTOR STATUS.** OHSU is an independent contractor and is solely responsible for the conduct of its programs. OHSU, its employees and agents shall not be deemed employees or agents of COUNTY
 - b. **TAXPAYER IDENTIFICATION NUMBER.** OHSU shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.
 - c. **RECORD CONFIDENTIALITY.** COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

- d. **ACCESS TO RECORDS.** Notwithstanding paragraph 9 above: OHSU agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency, to make such review of the records of OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY's Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as a result of such audits, review or site visits will be the sole responsibility of OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.
- e. **ADHERENCE TO LAW.**
- (A) OHSU shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- (B) OHSU shall not discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, OHSU must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000 (d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R.84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. OHSU will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.
- f. **AMENDMENTS.**
- (A) In the event that COUNTY's Agreement obligation is amended by a federal- or state- initiated change, COUNTY shall amend this Agreement through written notification of changes sent to OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- (B) Any other amendments to the provision of this Agreement, whether initiated by COUNTY or OHSU, shall be reduced to writing and signed by both parties.
- g. **WAIVER OF DEFAULT.** Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

h. **EARLY TERMINATION.** Notwithstanding paragraph 4. above:

- (A) Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by OHSU, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- (B) This Agreement may be terminated by either party by sixty (60) days prior written notice to the other party, delivered by certified mail or in person.
- (C) COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to OHSU by certified mail or in person, under any of the following conditions:
 - (1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
 - (2) If OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
 - (3) If COUNTY has evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- (D) If the Agreement is terminated under this paragraph, COUNTY shall pay OHSU only for services provided in accordance with the Agreement through the day of termination.
- (E) Termination under any provision of this paragraph shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

i. **NOTICE OF LITIGATION.** Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

j. **OREGON LAW AND FORUM.** This Agreement shall be construed and governed according to the laws of the State of Oregon.

k. **INTEGRATION.** This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

I. CERTIFICATION REGARDING LOBBYING.

(A) OHSU certifies, to the best of OHSU's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of OHSU, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than federally 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 Agreement, OHSU shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

m. **OMB CIRCULAR A-128.** If OHSU is a sub-recipient of federal funds passed through COUNTY, OHSU shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

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

IN WITNESS WHEREOF, the parties have caused this Contract, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

MULTNOMAH COUNTY, OREGON

Oregon Health Sciences University

By Bill Farver
Bill M. Farver, Multnomah County Chair

By _____

Date MAY 10, 2001

Title _____

By Lillian Shirley Jorg
Lillian Shirley, Health Department Director

Date _____

Date 4/4/01

By Elizabeth Fosterman
Elizabeth Fosterman, Program Manager

APPROVED AS TO FORM:

By _____

Date 3/26/01

Date _____

REVIEWED:

Thomas Sponsler, County Attorney for
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens, County Attorney

Date 4/15/01

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 05.10.01
DEB BOGSTAD, BOARD CLERK

EXHIBIT A
COVERED BENEFITS
Oregon Health Science University
Dental Services for Persons Living With HIV

The following dental services shall be provided by OHSU's School of Dentistry at Project Dental Health (PDH) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by PDH staff. All services are subject to the exclusions and limitations listed in Exhibit B.

PROVIDED SERVICES	BENEFIT COVERAGE
Dental Examinations	Provided in full at PDH
Diagnosis and Treatment Plan	Provided in full at PDH
Patient Counseling and Preventive Procedures	Provided in full at PDH
Emergency Care for Acute Conditions	Provided in full at PDH
Oral Surgery	Provided in full at PDH
Preventive Maintenance	Provided in full at PDH
Restorative Dentistry	Provided at PDH - Salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling materials
Prosthetic Appliances	Provided at PDH - Includes full or partial dentures, bridges, crowns, and space maintainers.
Endodontics	Provided at PDH
Periodontics	Provided at PDH - Excludes periodontal surgery.

EXHIBIT B
EXCLUSIONS

Oregon Health Science University
Dental Services for Persons Living with HIV

The following dental services shall not be provided under this Agreement:

1. Treatment of any dental condition for which a benefit is payable under workers' compensation laws, occupational disease laws, employers liability laws, or other laws or insurance or self-insurance with similar purposes, whether or not the benefit is actually paid or applied for.
2. Treatment of any dental condition resulting from services in the armed forces of any country or from war, either declared or undeclared.
3. Any services or materials which are paid for or made available by any state or federal agency or under any law, and for which enrollees are not required to pay.
4. Any services or materials furnished by state mental hospitals or by the Veterans Administration of the United States.
5. Any procedures or treatments which are not generally accepted by the dental professional.
6. Dental services provided for purely cosmetic reasons.
7. Services of dentists who are not on the staff of Project Dental Health, except with prior approval of PDH staff.
8. Any procedures which require treatment at institutions providing specialized facilities, except with prior approval of PDH staff.
9. Orthodontic treatment, other than extractions connected therewith or appliances for maintaining and regaining space.
10. Any procedures that require treatment of conditions that are the result of congenital or developmental malformations.
11. Periodontal surgery.
12. Prescribed medications.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES
M. CECILIA JOHNSON, DIRECTOR

PHONE (503) 988-5881
FAX (503) 988-5758

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD
4THFLOOR
P.O. BOX 14700
PORTLAND, OREGON 97293-0700

ASSESSMENT & TAXATION
BUDGET AND QUALITY
ELECTIONS
FINANCE
HUMAN RESOURCES

INFORMATION SERVICES
LABOR RELATIONS
MERLIN SUPPORT
ORGANIZATIONAL LEARNING
RISK MANAGEMENT

April 4, 2001

Dear Multnomah County Board of Commissioners:

At your meeting of March 22, 2001, you asked several questions in response to the Presentation of the Affirmative Action Plan. Those questions requiring legal interpretation have been addressed by the County Attorney's office. However a common theme in the concerns raised was how does the Affirmative Action plan relate to our efforts in creating a more diverse workplace. I am submitting for discussion with you a framework that I believe will address your concerns and provide the context for ongoing strategy development in regard to workforce diversity.

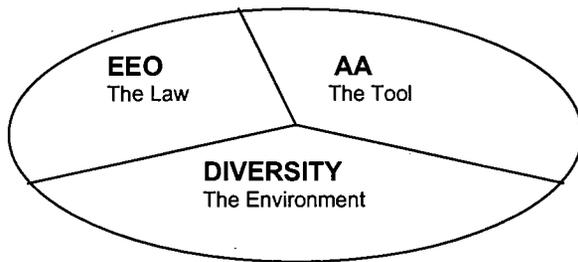
I look forward to reviewing this document with you and responding to any further questions you may have.

Respectfully,

M. Cecilia Johnson

M. Cecilia Johnson
Director
Department of Support Services

Encl.



Good Government Values Differences

- ◆ Excellent customer service. ◆ Good value for tax dollars. ◆ Excellent place to work.

We took stock of what is happening. We have comprehensive programs and activities.

Departments

- ◆ EEO Representatives / ADA Coordinators.
- ◆ DCFS Cultural Competency.
- ◆ Provide Trainers.
- ◆ Recruitment Strategies.
- ◆ Diversity Committees.
- ◆ Rotation of Sponsorship for City-County Diversity Conference.
- ◆ DA and MCSO have a newsletter.
- ◆ AA Compliance Strategies.
- ◆ Community-based Programs and Job Fairs.
- ◆ Professional Recruitment.
- ◆ Position to Manage Special Population Development.
- ◆ Specific Training on Cultural Groups: Client Services.
- ◆ Strategies for Serving Client Groups Vary to meet Diverse Needs and Cultures.
- ◆ Celebrations/Special Events.

DSS Leadership

- ◆ HR Strategies.
- ◆ Bilingual Pay.
- ◆ School to Work.
- ◆ New Employee Orientation (including Diversity Awareness Activity) and Diversity Training.
 - Diversity: A World of Difference.
 - Training County Employees as Diversity Trainers.
 - Windmills: Disability Awareness.
- ◆ Community Outreach.
- ◆ Managing Diversity Newsletters to County Managers and Supervisors.
- ◆ Program Evaluation:
 - Employee Workplace Climate Survey.
 - Oregon Quality Assessment.
 - Training Data.
 - AA Monitoring Countywide/ Departmental Data:
 - Employment.
 - Hires, Terminations, Promotions.
 - Adverse Impact Reviews.
- ◆ Policy Development.
- ◆ EEO Training:
 - Harassment / Discrimination.
 - Americans with Disabilities Act.
 - Investigation.
 - Hiring the Best.
- ◆ Reward and Recognition:
 - King Program.
 - Dr. Arthur Flemming Award.

Countywide Diversity Committee

- ◆ Advisory to Chair's Office.
- ◆ Plan Annual City-County Diversity Conference -- June 28, 2001.
- ◆ Includes Representatives from Diversity Groups and Departments.
 - Managers of Color.
 - DCFS Employees of Color.
- ◆ Chairperson by Appointment through County Chair, Two-year Term.

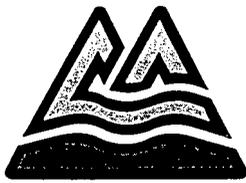
Next Steps:

- ◆ Continue moving the County from valuing diversity to managing diversity.
- ◆ Improve communication about activities and outcomes to increase understanding of AA, EEO and Diversity and to get maximum value out of those activities and outcomes.
- ◆ Develop and reinforce the strategic alliance among Departments/DSS/CDC.
- ◆ Choose action priorities based on data and use data to assess outcomes.
- ◆ Continue to enhance and support countywide initiatives while leaving flexibility for departments to implement department-specific actions.

Affirmative Action, Valuing Differences, and Managing Diversity Compared

Affirmative Action	Valuing Differences	Managing Diversity
<p>Quantitative <i>Statistical reports and analysis</i></p>	<p>Qualitative <i>Surveys measuring attitudes and perceptions</i></p>	<p>Behavioral <i>Progress toward achieving goals and objectives</i></p>
<p>Legally Driven <i>Mandated by EEO laws</i></p>	<p>Ethically Driven <i>Driven by ethical imperatives</i></p>	<p>Strategically Driven <i>Contributes toward org goal and objectives; tied to results</i></p>
<p>Remedial <i>Targets groups based on past wrongs</i></p>	<p>Idealistic <i>Everyone benefits</i></p>	<p>Pragmatic <i>Organization benefits</i></p>
<p>Assimilation model <i>Assumes groups will adapt to existing org norms</i></p>	<p>Diversity model <i>Assumes groups will retain own characteristics and shape and be shaped by org</i></p>	<p>Synergy model <i>Assumes diverse groups will create new ways of working together</i></p>
<p>Opens doors <i>Affects hiring and promotion</i></p>	<p>Opens attitudes, minds and culture <i>Affects employees attitudes</i></p>	<p>Opens the system <i>Affects managerial practices and policies</i></p>

From: Valuing Diversity Means More Than Equal Employment Opportunity



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES
HUMAN RESOURCES DIVISION

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD.
4th FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97293-0700

PHONE: 503-988-5015
FAX: 503-988-6257
TDD: 503-988-5170

MEMORANDUM

To: Directors and Managers

From: Robert Phillips *RP*
EEO/Affirmative Action Officer

Date: April 4, 2001

Subject: Executive Summary - Affirmative Action Plan

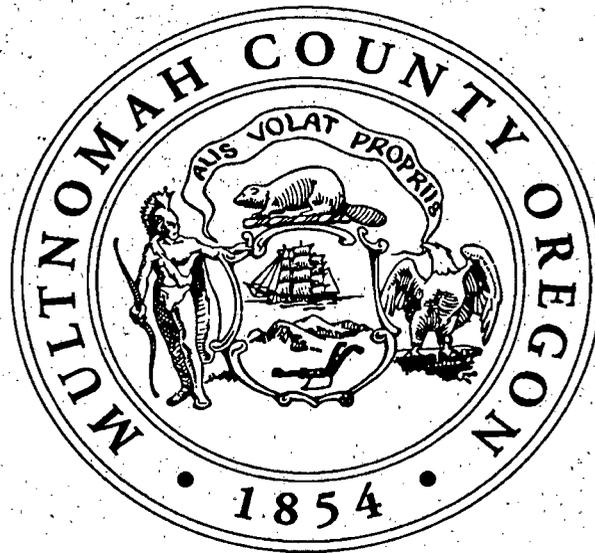
Attached for your information is an Executive Summary of the County's 2001-2003 Affirmative Action Plan adopted by the Board of County Commissioners on March 22, 2001.

This summation of the plan gives a quick overview of key concepts and policy issues impacting your role in carrying out the various components of the program.

Please review the document and feel free to contact me should you have any questions on any area of content. I can be reached at 988-4580.

MULTNOMAH COUNTY
OREGON
01 APR 10 PM 3:28
COUNTY COMMISSIONERS

MULTNOMAH COUNTY'S AFFIRMATIVE ACTION PLAN EXECUTIVE SUMMARY



AN EQUAL OPPORTUNITY EMPLOYER

Prepared For:

Elected Officials

Department Managers

Human Resources Managers

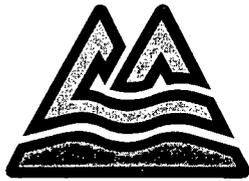
Prepared By:

**Robert Phillips, M.S.W.
Affirmative Action Officer**

**Patricia Gail Molett
Senior Office Assistant**

**Data Support: Berkshire Associates, Inc.
Great AAP Master Edition**

Developed Pursuant to Federal Executive Order 11246 and its related laws, orders and regulations, and Section 503 of the Rehabilitation Act of 1973 as amended, 41 C.F.R. part 60-741 and Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and 41 C.F.R. part 69-250 and the Veterans Employment Opportunity Act of 1998.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES
HUMAN RESOURCES DIVISION

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD.
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P.O. BOX 14700
PORTLAND, OREGON 97293-0700

PHONE: 503-988-5015
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TDD: 503-988-5170

To: The Reader
From: Robert Phillips
Subject: Executive Summary

In this Executive Summary, you will find the key sections of the affirmative action plan that applies operationally to the organization. The design of this summary handbook takes into account the many demands on your time. This summary is only for internal use and does not replace the adopted Affirmative Action Plan for Multnomah County.

Equal Employment Opportunity is the law. Compliance with any applicable federal, state or municipal laws, rules, regulations, or standards is an individual responsibility of management. Your review and understanding of the materials contained in this summary will assure our complete compliance with applicable standards, laws, or regulations designed to promote fair employment and non-discriminatory practices.

Please feel free to contact me at (503) 988-4580 or e-mail me at (robert.e.phillips@co.multnomah.or.us) if you have questions regarding the materials contained in this document.

TABLE of CONTENTS

TABLE OF CONTENTS

	<u>Page(s)</u>
Introduction Letter	ii
Table of Contents	iii – v
Conceptual Program Definitions - Defines the different terms used in Equal Employment Opportunity laws and Affirmative Action regulations such as affirmative action, diversity, protected class and goals.	1 - 3
Equal Employment Opportunity Policy - States the County's equal employment opportunity policy and identifies management's responsibility in carrying out the policy.	4 - 5
General Objectives of the Program - Identifies the County's nine (9) general objectives for the equal employment opportunity and affirmative action stated for implementing program approaches.	6 - 7
Execution & Implementation Responsibilities - Identifies the responsibilities of all persons in the organization in carrying out the intent of the plan.	8 - 17
Action Programs to Attain Established Objectives - Identifies some of the program actions that will be taken to carry out the intent of the program.	18 – 19
Consideration of Minorities Women, and Persons Disabled Not Currently in the Workforce - Recruitment, under the plan, denotes the total process to eliminate underrepresentation that may occur at or during the hiring process.	20 - 22
Support of Community Action Programs - Recognizes the County's role as an employee in the community and the organization's community services commitment.	23 - 24
Training - The focus of training will be on three areas - general, cultural awareness, and specific skill building.	25 - 26

TABLE OF CONTENTS

(continued)

	<u>Page(s)</u>
Internal Evaluation and Reporting Systems - Identifies the reports that will be generated to support the program and their frequency.	27 - 28
Complaint Procedures - This section contains the County's complaint procedures for prohibited discrimination or harassment to provide a uniform method for processing complaints.	29 - 41
Americans with Disabilities Act Grievance Procedure (ADA) - Explains how ADA complaints alleging discrimination on the basis of disability in the provision of services, activities or programs should be handled.	42 - 44
Flemming Award - This is a "quality management award" given in recognition of best practice performance in carrying out the intent of the County's EEO/Affirmative Action/Diversity Programs.	45 - 46
Best Practices - The Equal Employment Opportunity Commission has established standards for measuring "best practices". The standards are contained in this section.	46 - 48
Program Implementation Steps - The steps for implementing the affirmative action program is contained in this section.	49 - 52
Dissemination of the Plan - Information on how the plan will be disseminated both internally and externally is contained in this section.	53 - 57
Multnomah County Codes - The codes specific to the affirmative action plan and the classified services is contained in this section.	58 - 59
Demonstrating Good-Faith Efforts - Identifies the records that must be maintained in order to demonstrate regulatory compliance.	60 - 61
Glossary of Terms -	62 - 65

**CONCEPTUAL PROGRAM
DEFINITIONS**

CONCEPTUAL DEFINITIONS

AFFIRMATIVE ACTION - Refers to those specific steps that are taken in good faith to achieve equal employment opportunity and towards eliminating the effects of past and present discrimination, intended or unintended, which are evident or indicated by analysis of present employment patterns, practices, and policies.

EQUAL EMPLOYMENT OPPORTUNITY - Means that all persons, regardless of their protected status, shall have equal access to positions in public service limited only by their qualifications to do the job.

DIVERSITY - Means creating respectful and inclusive work environments that recognizes each individual's unique talents and value to the work group and organization. It also means responding to the unique needs and values of the County's client populations by promoting the acknowledgement, appreciation and usage of cultural differences as a critical factor in the development and implementation of service systems and programs.

PROTECTED CLASS - Refers to those characteristics specifically protected under various laws, statutes or ordinances. The characteristics of "protected class" often include race, color, sex, national origin, religion, age, disability, and sexual orientation.

PARITY - Refers to a comparative in which the percentage participation of protected classes in an organization (and/or its units, job classes, etc.) is identical to the equivalent percentages in the external labor area, for Affirmative Action utilization determination. There are two kinds of parity important to this plan:

- 1) **Occupational parity:** A comparison of the percentage of the protected classes in distinct occupational categories in the organization with the percentage of these classes in the same categories in the appropriate external labor force.
- 2) **Labor force parity:** A comparison of an organization's utilization of the protected classes with the representation of those classes in the civilian labor force. These can be standard metropolitan, geographic, or state. We generally use the Portland Metropolitan Area (MSA) but in some instances it may be appropriate to use geographic area or to consider "availability" based on limitations due to professional requirements (i.e., lawyers, doctors, etc.).

CONCEPTUAL DEFINITIONS

(continued)

GOALS

[41 CFR Ch. 60-2.12]

For the purpose of this plan, goals are used for monitoring purposes only to measure effectiveness of affirmative action efforts to eradicate and prevent discrimination and evaluate progress and problems in employment practices and procedures that serve to guide the organization towards specific corrective actions. Goals may not be rigid or inflexible, but may reasonably relate to the targeted problem needing correction of identifiable deficiencies.

It is not the intent of this plan to permit or require preferences for specific groups, nor to mandate proportional representation or equal results for any employee(s) or applicant(s) for employment. However, the County will take positive affirmative measures in accordance with the prevailing federal and state law to assure equal employment opportunity by remedying the effects of discriminatory practices through the removal of identified barriers and eliminating unjustifiable adverse impact stemming from actual or contemplated employer practices. Thus, employers are free to adopt outreach, recruiting and hiring strategies that are consistent with anti-discrimination laws.

**EQUAL EMPLOYMENT OPPORTUNITY
POLICY**

[41 CFR § 60-1.40; 60-2.13(a)]

EQUAL EMPLOYMENT OPPORTUNITY POLICY **(41 CFR § 60-1.40; § 60-2.13(a); § 60-2.20)**

Policy

It is the policy of Multnomah County, Oregon, to assure equal employment opportunity to its employees and applicants for employment on the basis of fitness and merit without regard to any protected factor such as race, religion, color, genders, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, gender identity, or Vietnam era veteran's status. Multnomah County is committed to a proactive affirmative action program designed to generate interest and find creative ways to recruit and provide employment opportunities for a diverse pool of qualified candidates. However, it is not the intent of this policy to permit or require preference to any employee or applicant for employment that is not a bona fide job requirement. The County will follow this policy in all of its employment practices.

Responsibilities

Management and supervisory staff shall assure that the intent as well as the stated requirements of this policy are implemented in all employee relations and personnel practices. It is the responsibility of each employee to ensure that the work environment is free of any practice of discrimination or harassment. Any employee of the County who fails to comply with this policy is subject to appropriate disciplinary action. Overall responsibility for this plan rests with the Board of County Commissioners. The County Affirmative Action Officer is responsible for the implementation of the Affirmative Action Program.

Internal Complaints

Multnomah County has an internal complaint procedure designed to address and resolve complaints of discrimination, including retaliation and harassment. Individual departments/offices may have policies or complaint procedures specific to their work places and/or various bargaining agreements. The County will take appropriate action to prevent discrimination, including retaliation and harassment, and to ensure that the rights of employees who file complaints are respected, whether the complain is filed through the internal complaint procedure or with a local, state, or federal agency or court. Additionally, the County prohibits discrimination towards any person who has opposed discriminatory practices or acts, testified, assisted or participated in any manner in any proceeding(s) regarding prohibited discrimination or has attempted to do so.

Contractors

Appointing authorities and contractors doing business with Multnomah County are required to assure that equal employment opportunity be offered by their organization(s), and that they comply with appropriate sections of this policy and with applicable county, state, and federal regulations.

Where to Go With Questions

Any person having questions or concerns relevant to this policy or the County's Affirmative Action Program should contact the Affirmative Action Officer, (503) 988-4580 or TTY (for hearing and speech-impaired persons) (503) 988-6868, for further information.

GENERAL OBJECTIVES
of the
AFFIRMATIVE ACTION PROGRAM
[41 CFR § 60-2.10]

GENERAL OBJECTIVES OF THE AFFIRMATIVE ACTION PROGRAM

[41 CFR § 60-2.10]

Pursuant to the Equal Employment Opportunity and Affirmative Action Policy, the County's principal objectives include:

- Establishing flexible annual and long-range performance objectives designed to measure program results.
- Taking affirmative action measures to remedy employment discrimination if it is shown to exist.
- Pursuing programs that accommodate and increase access and employment opportunities for the disabled.
- Maintaining a work environment free of illegal discriminatory practices or harassment based on a protected status identified in the Equal Employment Opportunity Policy.
- Monitoring and actively eliminating barriers to equal employment opportunity.
- Develop an increased awareness and recognition of cultural differences throughout the County's workforce through education and training.
- Clarify the various levels of responsibilities of all employees to the County's affirmative action efforts.
- Implement program objectives congruent with applicable collective bargaining agreements, as well as state and federal laws.
- Attain a workforce that will contribute to improved quality and equity of public service to all segments of the community, as well as increase the public confidence in culturally sensitive services.

**EXECUTION & IMPLEMENTATION
RESPONSIBILITIES
(41 CFR § 60-2.13(c))**

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

All units of Multnomah County government have the responsibility for carrying out and supporting the implementation of the equal opportunity policy and affirmative action plan. Specifically:

A. County Chair - [41 CFR § 60-2.13(c)]

1. By charter, the County Chair has the responsibility for EEO and affirmative action implementation. The responsibility has been delegated to the Affirmative Action Officer, the Human Resources Director, and to each County Department Administrator.

B. Board of Commissioners - [41 CFR § 60-2.13(c)]

To assist the County in achieving the objectives of this plan, the Board will:

1. Approve and set policies to establish the general climate for an affirmative action program.
2. Review and act on funding requests to support various affirmative action programs.
3. Support the drive to implement the plan for positive program results.
4. Set an example for equal employment opportunity through their recruiting and hiring practices.

C. Elected Officials - [41 CFR § 60-2.13(c)]

Elected officials, operating outside of the scope of responsibility of the County Chair's Office will:

1. Know the purpose, goals and objectives of Multnomah County's Affirmative Action Plan;
2. Adhere to the equal opportunity and affirmative action program of Multnomah County;
3. Actively promote the general climate for a viable affirmative action program within their jurisdiction;
4. Annually utilize the monitoring reports to evaluate the effectiveness and efficiency of the Office/Department's affirmative action progress;
5. Hold supervisory level personnel and staff accountable for program compliance;

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

6. Act as the final departmental authority on decisions regarding discrimination complaints filed and formally investigated; and
7. Work with the Affirmative Action Officer to implement this plan.

D. Department Directors - [41 CFR 60-2.13(c) and 60-2.22(b) (1-9)]

The department directors will be responsible for the execution, effectiveness, and results of the affirmative action program within their respective departments. The duties of each Department Director will include, but not be limited to the following specific responsibilities:

1. Establish and monitor his/her department's affirmative action program objectives in accordance with the County's affirmative action program;
2. Assist to ensure that good-faith efforts are made to recruit minority group member, females, and the disabled in proportion to their availability in the labor market;
3. Ensure that progress is being made towards achieving his/her department's affirmative action objectives in accordance with the County's affirmative action program;
4. Maintain an environment free of harassment, intimidation, insults or ridicule based on the protected statuses covered in this plan;
5. Assist in providing career counseling and guidance for minority, female, and disabled employees, where underutilization exists, and encourage them to prepare for jobs which afford greater opportunities for advancement;
6. Ensure that affirmative action and equal opportunity principles are carried out in the selection, training, promotion, performance evaluation, work assignments, classification, assignment of overtime and additional duties, and all other terms and conditions of employment;
7. Assist in the identification of workforce underutilization within the Director's department;
8. Become thoroughly familiar with the details of the affirmative action program;

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

9. Work with the Affirmative Action Officer and Human Resources to correct underutilization and/or adverse impact situations reflected by employment patterns or practices;
10. Assure that each program manager and supervisor within the department is knowledgeable, responsible, and accountable for meeting the department's program objectives;
11. Monitor and evaluate the effectiveness of the department's program, toward the achievement of good-faith results;
12. Conduct annual evaluations of training programs, use of contracts, hires and promotions and review employee transferred and termination, for patterns that may indicate discriminatory practices;
13. Take action on discrimination complaints and correct alleged unlawful practices (this should be done in consultation with County Counsel and/or the Affirmative Action Officer);
14. Ensure compliance with all applicable federal and state laws, and county rules and regulations;
15. Establish a positive climate for the program to achieve success within their divisions.

E. Division Directors/Managers/Supervisors - [41 CFR § 60-2.22(b)(1)(9)]

All division directors and management level staff, including first-line supervisors, are responsible for providing affirmative action program support and for taking all positive action(s) needed to assure and advance equal opportunity at their respective levels. Each division director, manager's, and supervisor's specific responsibilities under this Plan include the following:

1. Ensure that equal opportunity and fair employment practices are carried out in the selection, training, promotion, performance evaluation, work assignments, classification, compensation, assignment of overtime and additional duties, and all other terms and conditions of employment;
2. Know the purpose and objectives of this Plan;

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

3. Correct situations and acts in the work environment which are contrary to the objectives of this Plan;
4. Review hiring and promotion patterns, training programs, and work assignments quarterly to ensure compliance with the objectives of this Plan;
5. Ensure that equal opportunity policies are properly displayed within the work environment; and
6. Ensure that a copy of the Affirmative Action Plan is available for employees to review.
7. Maintain an environment free of harassment, intimidation, insults or ridicule based on the protected characteristics identified in this plan.
8. Identify equal employment issues or problems and consult with the Affirmative Action Officer.
9. To inform employees of their responsibilities and obligations under the Affirmative Action Plan.

F. Department/Office/Equal Employment Opportunity (EEO)/Americans with Disabilities Act (ADA) Representatives - [41 CFR § 60-2.22(a)]

Each County department/office will assign duties to a person employed within the department/office to act as an Equal Employment Opportunity/ADA Representative to work with and/or assist the Department/Office Director and the County's Affirmative Action Officer in carrying out this Affirmative Action Policy and Program. Specifically, the appointed EEO/ADA Representative's duties shall include:

1. Assist the Department/Office Director and Affirmative Action Officer to inform employees within the department/office and its divisions about affirmative action policy and procedures through staff meetings, employee orientation programs, or otherwise;
2. Advise the head of the particular County department/office with respect to the affirmative action programs, procedures, regulations, reports, and complaints;

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

3. Annually evaluate the sufficiency of the total department's/office's program for equal opportunity, and report thereon to the Department/Office Head and Affirmative Action Officer; and
4. Perform other duties as may be required to accomplish the objectives of this Plan.

G. Human Resources Divisions'/Departments'/Offices Human Resource Managers' Responsibilities - [41 CFR § 60-2.24]

The Director of Human Resources and the Department's/Offices' Human Resource Managers are responsible for EEO and affirmative action, both independent and in support of the County's Affirmative Action Officer. The duties of Human Resources Director and Human Resources Managers will include, but not be limited to the following:

1. Administer the County's personnel system in accordance with merit and equal opportunity principles by periodically reviewing personnel policies, rules and procedures to assure that they are supportive and consistent with the County's AA/EEO policy;
2. Review, at least annually, the organization/departments' personnel practices, including training programs, recruitment, job descriptions, testing and scoring patterns to identify possible road blocks to equal employment opportunity, and take appropriate remedial actions;
3. Assume specific duties that directly support the affirmative action effort. These duties will include, but are not limited to the following:
 - (a) Support and assist the Affirmative Action Officer and department/office managers in identifying affirmative action issues or concerns;
 - (b) Maintain records pertinent to determining the status of women, minorities, and the disabled in the County's workforce;
 - (c) Assist the Affirmative Action Officer in the investigation of discrimination complaints;
 - (d) Ensure that testing, interviewing, and screening are conducted in accordance with EEO law and regulations. Specifically, the selection procedures utilized shall be job related to minimize or eliminate elements considered discriminatory;

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

- (e) See that all recruitment efforts are conducted in a manner which ensures that women, minorities, and the disabled are afforded an equal opportunity to apply for employment with Multnomah County, Oregon;
- 4. Assist the Affirmative Action Officer in ensuring that prompt and effective measures are taken by department/office management to correct equal opportunity problems as they are identified.
- 5. Monitor all transfer and promotional procedures to ensure that all employees who are eligible for such transfers and/or promotions are given fair consideration.
- 6. Assist and support managers in carrying out their equal employment opportunity duties.

H. Affirmative Action Officer - [41 CFR 60-2.13(c) & 60-2.22]

The Affirmative Action Officer shall have overall responsibility and accountability for monitoring and assuring compliance with this Plan and all relevant EEO guidelines; and shall be empowered to investigate as the agent of Multnomah County, any complaint regarding an alleged act of discrimination; may monitor from time to time the Minority Business Enterprise and the Female Business Enterprise (MBE/FBE) function to enhance the County's response to contracting issues; may conduct affirmative action performance reviews to measure program conformance; and, may recommend modifications to the County's personnel practices to strengthen the County's affirmative action efforts.

In addition, the Affirmative Action Officer's duties will include, but not be limited to, the following:

- 1. Develop policy statements, affirmative action programs, and internal and external communication techniques;
- 2. Assist County Officials in carrying out their equal employment opportunity responsibilities, including promoting the recruitment, employment, training and retention of members or protected classes, and recommend solutions to any problems identified;
- 3. Train County managers and supervisors in their equal employment opportunity and affirmative action responsibilities;
- 4. Monitor records of personnel actions, and develop monitoring and reporting systems to acquire statistical information for the purposes of this program;
- 5. Accept, investigate, and resolve informal complaints of discrimination from current employees, previous employees, or applicants for employment;

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

6. Serve as primary liaison for the County to groups concerned with equal employment opportunity and affirmative action;
7. Prepare and submit annual reports on the progress and problem areas in the equal employment opportunity program and the implementation of the affirmative action plan;
8. Update the affirmative action program in accordance to goals achieved and existing needs at least annually;
9. Communicate to management the latest developments in the equal employment opportunity area;
10. Ensure that prompt and effective measures are taken by department managers to correct equal employment opportunity problems as they are identified;
11. Assist human resources and line managers in implementing effective Departmental Affirmative Action strategies;
12. Design and implement an evaluation system that measures the effectiveness of the County's EEO programs.
13. Monitor from time to time the program and service delivery systems to assure non-discriminatory practices.

I. Employees - [41 CFR § 60-2.13(c) and 60-2.21(4)(11)]

All employees of Multnomah County are expected to:

1. Become familiar with the Affirmative Action Program;
2. Comply with the objectives established by this Plan;
3. Act in accordance with the precepts of nondiscrimination, equal, and fair employment practices;
4. Demonstrate sensitivity and respect to fellow employees and the public around cultural diversity issues;
5. Assist with identifying AA/EEO problems, concerns, and needs; and
6. Assist in the investigation of, or resolution to, discrimination/harassment complaints.

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

J. County Advisory Committee on the Disabled - [41 CFR Ch. 60-2.13(c)]

The disability coordinator of the Metropolitan Human Rights Commission shall have the following responsibilities:

1. Assist the Affirmative Action Officer in developing policies and programs in adherence to local, state, and federal equal employment opportunity laws for the disabled;
2. Assist and participate in training sessions for County employees regarding laws that protect individuals with disabilities;
3. Assist and participate in awareness training sessions for County employees that focus on eliminating attitudinal barriers that face persons with disabilities;
4. Participate in the Disabled Access Grievance Procedures;
5. Recommend methods to ensure that persons with disabilities are informed of programs and services provided by the County;
6. Provide technical assistance to the County in assuring compliance with local, state, and federal laws protecting persons with disabilities;
7. Staff a volunteer citizen's committee whose responsibility is to assist the County in assuring compliance with local, state, and federal laws protecting persons with disabilities. This committee provides input concerning disability issues and employment practices with respect to individuals with disabilities;
8. Serve as a liaison between the County and the public; and
9. Assist the Affirmative Action Officer in monitoring and evaluating the County's programs and services to ensure equal opportunity for persons with disabilities.

EXECUTION & IMPLEMENTATION

[41 CFR § 60-2.13(c)]

(continued)

K. Office of County Attorney - [41 CFR Ch. 60-2.13(c)]

The Office of County Attorney is responsible for reviewing and advising on all legal matters and handling all suits, matters, and proceedings in which the County may have a legal interest. The Office of County Attorney provides legal counsel to the Affirmative Action Officer on issues relating to implementation of this plan.

L. Labor Relations - [41 CFR Ch. 60-2.13(c)]

Labor Relations will manage issues involving bargaining contracts and grievances resulting from employee disputes regarding contract issues. Labor Relations will advise management on matters of discipline resulting from substandard performance.

**COUNTY ACTION PROGRAMS TO
ATTAIN ESTABLISHED OBJECTIVES
(41 CFR § 60-2.13(f), 60-2.24)**

(Note: Specific actions to be taken to carry out the policies, procedures and programs identified in this plan are contained under individual responsibilities.)

COUNTY ACTION PROGRAMS TO ATTAIN
ESTABLISHED OBJECTIVES
(41 CFR § 60-2.13(f), 60-2.24)

In order to meet the objectives established in this plan, the following actions will be initiated:

A. Personnel Policies and Procedures

1. Job descriptions and examination methods will be examined periodically to assure that they are being consistently applied and that they reflect actual job duties and responsibilities.
2. Specifications will be developed for each classification through job analysis to identify the education, training and/or experience actually required.
3. Employment standards will be reviewed prior to an examination being given to make sure that they are job related and do not tend to eliminate qualified disabled persons. Standards which screen out disabled individuals must be job related and consistent with business necessity.
4. The County's internal promotion policy will be reviewed periodically to ensure it provides equal opportunity for all employees.
5. Career development activities will be available to all employees.
6. County-sponsored events will be available to all employees.
7. Orientation and training programs for new employees will be tailored as required to meet the needs of all employees.

B. Reasonable Accommodation

The County will make reasonable accommodations for disabled employees or applicants unless such an accommodation would impose an undue hardship in the conduct of its business. Each program or activity must be made readily accessible to disabled persons. The County will offer programs and activities to disabled persons in the most integrated setting possible, and accomplishes the purposes of accommodating physically limited persons.

**CONSIDERATION OF MINORITIES,
WOMEN, AND PERSONS DISABLED
NOT CURRENTLY IN THE WORKFORCE
(41 CFR § 60-2.13(j))**

**CONSIDERATION OF MINORITIES, WOMEN, AND PERSONS
DISABLED NOT CURRENTLY IN THE WORKFORCE**
(41 CFR § 60-2.13(i))

Multnomah County is committed to the recruitment, selection, training, and placement of minorities, women and persons with disabilities not currently in the workforce, having requisite skills, who can be recruited through affirmative action measures.

Program Goal

Continue to develop and implement comprehensive outreach programs to underrepresented segments of the population, which will promote the County as an employer of choice among a diverse workforce.

ACTION ORIENTED PROGRAMS

Continue to develop recruitment resources and identify community-based programs to increase awareness of employment opportunities with the County.

Timetable: Ongoing process.

Result/Measurement: Communicate information on employment opportunities and participate in programs and events sponsored by the various groups.

Responsibility: Human Resources Managers
Affirmative Action Officer

Referral agencies will be encouraged to seek out and refer minorities, women and the disabled for employment opportunities.

Timetable: This will be done as employment opportunities open up and job announcements are published by the Human Resources Division.

Result/Measurement: A notice will be sent out informing all referral agencies of the affirmative action recruitment program.

Responsibility: Human Resources

**CONSIDERATION OF MINORITIES, WOMEN, AND PERSONS
DISABLED NOT CURRENTLY IN THE WORKFORCE**

(41 CFR § 60-2.13(i))

(continued)

The County will encourage the use of employment opportunities and trainee positions to provide employment opportunities and skills development for minorities, women, and the disabled.

Timetable: This will occur prior to summer employment through a reminder memorandum to managers, and a notice to be sent to organizations interested in promoting job opportunities for such individuals.

Result/Measurement: The Affirmative Action Officer will explore with Human Resources and appropriate departments methods of recruiting summer hires.

Responsibility: Human Resources
Affirmative Action Officer
County Departments

Develop data collection system that measures program results and effectiveness in recruiting underutilized persons for County jobs.

Timetable: Quarterly

Result/Measurement: Effectiveness of program in achieving desired results (job fairs, outreach efforts, advertising).

Responsibility: Human Resources Directors

Establish a network of departmental recruiters to coordinate recruitment efforts.

Timetable: July 2001

Result/Measurement: Partnerships in achieving and working on County objectives under (41 CFR 60-2.13(j)), as identified under this section of the plan.

Responsibility: Human Resources

**SUPPORT OF COMMUNITY
ACTION PROGRAMS
(41 CFR § 60-2.13(I), 60-2.26)**

SUPPORT OF COMMUNITY ACTION PROGRAMS
(41 CFR § 60-2.13(I), 60-2.26)

Multnomah County recognizes its role as an employer in the community, the County actively seeks to support community programs designed to improve job skills and/or employment opportunities for various groups making up the County's labor market.

As part of its continuing community service commitment, the County will:

1. Continue to participate in various job fairs, community conferences and events designed to promote equal employment opportunity.
2. Where appropriate, participate on committees designed to promote the County's equal employment opportunity objectives.
3. Continue to support annual employee giving opportunities that support various community-based organizations.

TRAINING
[41 CFR Ch. 60-250.6(8) (g) (3-5)]

TRAINING

[41 CFR Ch. 60-250.6 (8) (g) (3-5)]

1. The Human Resources Division, the County Office of Organizational Learning (COOL), and the Affirmative Action Officer are responsible for coordinating training, which will focus on three specific areas:

- a. **General Affirmative Action Training**

This training will provide employees, managers, and supervisors with an overview of the affirmative action plan's content, and each party's specific responsibility under the Plan.

- b. **Cultural Awareness Training**

This training will support the present cultural awareness training to increase employee's knowledge of other group's perspectives, including values and sensitive issues, and to understand the impact of these values on the work environment.

- c. **Specific Affirmative Action Skills Training**

This training will be provided to teach employees specific skills, i.e., EEO investigation, EEO counseling, affirmative action planning and goal setting, EEO regulations and employee interviews, action strategy and program designs, and creating a quality work place for cultural diversity.

2. The Affirmative Action Officer will work with the County Office of Organizational Learning (COOL) to determine how best to deliver the County's training on EEO related issues.

**INTERNAL EVALUATION AND
REPORTING SYSTEMS
(41 CFR § 60-2.13(g))**

INTERNAL EVALUATION AND REPORTING SYSTEMS
(41 CFR § 60-2.13(g))

Multnomah County will maintain an internal evaluation and reporting system to measure the effectiveness of this plan.

The evaluation process includes, but is not limited to:

	<u>RESPONSIBILITY</u>
1. Periodic reviews of external and internal applicant flow, to assure that the County's recruiting efforts are attracting a diversified pool of applicants for new hires and promotions.	Human Resources
2. Review of examinations, hires, promotions and terminations to assure that such actions are not having an adverse effect on the equal employment opportunities of women, minorities, and disabled persons.	Affirmative Action Officer
3. Review of examination process to determine and correct adverse impact.	Human Resources Affirmative Action Officer
4. Assuring that managers are provided with the current monitoring reports on affirmative action.	Affirmative Action Officer
5. Informing managers, the Chair and the County Board of achievements, problems and trends, and working with the departments to create remedial strategies when necessary.	Affirmative Action Officer
6. Informing the Chair of the departments' efforts and challenges in implementing this plan.	Affirmative Action Officer
7. From time to time conducting organizational field reviews to determine the extent to which a department, office, or division is complying with the intent of this Plan and appropriate affirmative action and equal employment opportunity guidelines.	Affirmative Action Officer
8. Encourage employees to communicate their observation on the departments' implementation efforts to the Affirmative Action Office and/or department.	All Departments Diversity Committees

COMPLAINT PROCEDURES

[41 CFR Ch. 6-2.20(a) (1-4)]

IMPORTANT NOTICE TO ALL EMPLOYEES: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her other rights in pursuing legal action. Alternatives to filing a formal complaint may also be available under applicable collective bargaining agreements, through requests for mediation, and other channels established by individual County Departments/Offices.

**MULTNOMAH COUNTY, OREGON
ADMINISTRATIVE PROCEDURE**

AFF-1

SUBJECT: Complaint Procedures for Prohibited Discrimination or Harassment to provide a uniform method for processing complaints of prohibited discrimination and/or harassment.

PURPOSE: To provide a uniform method for processing complaints of prohibited discrimination and/or harassment.

ORGANIZATION RESPONSIBLE: Affirmative Action Office

DATE: 07/01/95

ORGANIZATIONS AFFECTED: All Departments/Offices

LEGAL CITATION/ REFERENCE: MCC 310.015(A3) and 310.270(A)(D), and Multnomah County Personnel Rules, Affirmative Action Policy

TABLE OF CONTENTS

- I. PROCEDURE DESCRIPTIONS
- II. DEFINITIONS
- III. COMPLAINANT
- IV. INTERNAL COMPLAINTS
- V. FINDINGS
- VI. APPROPRIATE DISCIPLINARY ACTION
- VII. FOLLOW UP
- VIII. EXTERNAL DISCRIMINATION COMPLAINTS
- IX. FINAL DISPOSITION
- X. LITIGATED DISCRIMINATION
- XI. EMPLOYEE EXPECTATIONS
- XII. RETALIATION

I. **PROCEDURE DESCRIPTIONS**

- A. There are two types of complaints – internal and external. Former employees, current employees, and applicants for employment may make use of both internal and external complaint procedures. Internal complaints are investigated and action is taken by responsible individuals within the County. External complaints are those filed with an outside enforcement agency or the courts.
- B. No procedures discussed herein are intended to create any private right of action on behalf of any person, nor alter any substantive rights held by any person. The establishment of County internal procedures does not diminish the rights the rights of any person to file a formal Union grievance or a formal complaint with a state or federal agency. However, a complaint will not receive parallel review under the County's internal complaint resolution procedure while it is pending before an external body, unless the issue is of a systemic nature.

C. **AFFIRMATIVE ACTION POLICY**

1. Multnomah County Administrative Procedure #AFF-1 implements MCC310.015(A3) and 310.270(A&D), and Multnomah County Personnel Rules, and applies only to an internal/external complaint where it is alleged that an employment practice covering recruitment, selection, appointment, compensation, transfer, training, and other terms and conditions of employment and service was taken, in whole or in part, on a basis of prohibited discrimination and/or harassment because of race, color, religion, national origin, political affiliation, age, sex, physical or mental disability, marital status, and sexual orientation.

I. PROCEDURE DESCRIPTIONS (continued)

2. Individuals covered by these procedures include any person who is visiting on property operated under Multnomah County, recipient of services provided by Multnomah County, and all persons who are employees of the County or applicants for employment.
3. The establishment of this procedure does not diminish the rights of any person to file a formal union grievance, or a formal complaint with a state or federal enforcement agency. However, a complaint will not receive a parallel review from County officials while it is pending and/or being investigated, unless the complaint involves pattern and/or practice issues of a systematic nature prohibited by these rules.
4. If a complaint alleging prohibited discrimination is directed to a union/union steward, it may be relayed to the department/division EEO Representative or the Affirmative Action Officer for review and/or investigative action and/or resolution. However, nothing herein shall be construed as modifying any procedures or tolling any time limitations provided or required by any collective bargaining agreement.
5. A substantial incident of prohibited discrimination and/or harassment as defined in this policy is considered a serious act of misconduct, and shall be subject to disciplinary action, commensurate with the scope and severity of the occurrence, up to and including termination.
6. Each manager and supervisor is responsible for the enforcement of County policies and procedures, including those contained herein.
7. Through this policy, each County employee is informed that he/she can be held personally liable under Title VII, and most tort theories for action considered unlawful by the courts, in cases where the employee's conduct constitutes malfeasance in office or willful or wanton neglect of duty.

II. DEFINITIONS

A. Definition of Discrimination or Harassment for Internal Complaint Resolution

1. Discriminatory or harassing conduct includes: (1) verbal discrimination or harassment, (e.g., epithets, derogatory comments or slurs); (2) acts of physical intimidation, (e.g., assault, impeding or blocking movement, physical interference with normal work); and (3) visual intimidation, (e.g., through posting of derogatory posters, cartoons or drawings).
2. Factors to be taken into account in evaluating complaints of discrimination or harassment include whether the alleged conduct: (1) has the purpose or effect of creating an intimidating, hostile, or offensive environment; and (2) is sufficiently pervasive so as to alter the conditions of employment or terms of services; and (3) is severe and persistent and affects the physical well-being of an employee or applicant.
3. Unwanted sexual advances, requests for sexual favors and other sexually-oriented verbal or physical conduct constitutes sexual harassment under this complaint procedure where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

B. Retaliation

1. No retaliation or adverse action in any form shall be taken against any employee or applicant because he/she has filed a complaint or participated in providing information regarding a complaint of unlawful discrimination.
2. It is unacceptable conduct for any manager to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the

II. DEFINITIONS (continued)

manager may make, adversely affect working conditions or otherwise deny any employment benefit to an individual because that individual has opposed practices prohibited by these procedures or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted to determine alleged violations to acts declared inappropriate by these procedures, and/or other appropriate regulations.

III. COMPLAINANT

- A. Any individual who feels he/she has been the victim of prohibited discrimination or harassment should attempt to indicate to the responsible person(s) the inappropriateness of their conduct.
- B. An employee should also discuss such concerns with his/her immediate supervisor. This will provide the supervisor with an opportunity to review the concerns of the individual. In many instances, the supervisor will be able to develop a swift, informal, and satisfactory resolution of the problem.
- C. If the employee does not feel comfortable discussing the concerns with an immediate supervisor, the employee may contact either the Department/Office EEO Representative, the Affirmative Action Officer, or another manager within the work unit. (Former employees or applicants for employment should contact the Affirmative Action Officer.)
- D. Any manager or supervisory employee who either witnesses or becomes aware of conduct which could be construed as discrimination or harassment should take immediate and appropriate corrective action to discontinue such activity.

IV. INTERNAL COMPLAINTS

When a complaint is brought to the attention of a manager/supervisor, the following activities must occur:

A. Manager/Supervisor

The manager/supervisor must do one or more of the *following*:

1. investigate and take immediate action to resolve the complaint;
2. refer the complaint to the Department/Office EEO Representative; or
3. forward the complaint to the County's Affirmative Action Officer. In addition, the manager/supervisor must treat every discrimination/harassment complaint seriously, and must attempt to seek a solution to the matter on an informal basis, unless the complaint can clearly be shown to be without merit.

A Discrimination Complaint Form is available from the Affirmative Action Officer.

IV. **INTERNAL COMPLAINTS** (continued)

B. EEO Representative

The EEO Representative is assigned by the Department Director/Elected Official. The EEO Representative has 10 working days to complete the following when a complaint is referred:

1. investigate the complaint and attempt to informally resolve the complaint, unless the complaint can clearly be shown to be without merit;
2. document the investigation and resolution efforts; and
3. contact the Affirmative Action Officer for assistance and/or consultation on issues which are unresolved;
4. if the EEO Representative is unable to resolve the complaint, he/she will forward it to the Affirmative Action Officer.

C. Affirmative Action Officer

1. When a complaint is referred, the AAO has thirty (30) calendar days to either resolve the complaint or to complete the investigation process and to report to the affected parties his/her determination as to the validity of the complaint.
2. In addition, the AAO shall have thirty (30) calendar days to investigate, resolve and/or make a determination on any complaint filed directly with the AAO.

V. **FINDINGS**

A. Based on the facts, the investigator in consultation with the Affirmative Action Officer shall make one of the following findings:

1. UNFOUNDED - The allegation is false and not factual.
2. EXONERATED - The alleged incident occurred, but was lawful and proper.
3. NOT SUSTAINED - There is insufficient evidence to prove or disprove the allegation.
4. SUSTAINED - The allegation is supported by sufficient evidence to substantiate the allegation and the incident constituted misconduct.

B. Every attempt shall be made to resolve a complaint informally at the earliest possible time.

VI. APPROPRIATE DISCIPLINARY ACTION

In determining the appropriate corrective action under this procedure, the severity of the discipline should be determined by:

- the severity of the conduct,
- position/authority the perpetrator,
- number/frequency of encounters,
- apparent intent of perpetrator,
- relationship of the parties,
- provocation/response of complainant,
- effect of action on complainant,
- effect of action on the work environment,
- nature of the action, and
- the substantive and procedural requirements of any collective bargaining agreements which are applicable.

The disciplinary action must be done in such a way that the perpetrator is put on notice that the inappropriate activity will not be tolerated.

VII. FOLLOW-UP

The manager/supervisor is responsible for checking with the complainant to assure the complaint has been resolved, unless the manager is the person charged with inappropriate activity, in which case, the manager's immediate supervisor shall be responsible for checking.

VIII. EXTERNAL DISCRIMINATION COMPLAINTS

- A. An external discrimination complaint is defined as any complaint of discrimination that is filed with a court or a state or federal enforcement agency, including but not limited to the Equal Employment Opportunity Commission, the Oregon Bureau of Labor and Industries, the Office of Federal Contract Compliance Programs, and/or any other investigative body.
- B. Any employee who receives a copy of notice of an external discrimination complaint shall immediately forward that complaint to the Office of County Attorney. No actions shall be taken on the complaint without prior consultation with the Office of County Attorney. No statements, oral or written, should be made in reference to the complaint without prior consultation with the Office of County Attorney.
- C. External discrimination complaints will be handled by the Office of County Counsel. County Counsel shall ensure that the Affirmative Action Office and the Human Resources Division are kept informed of the filing and status of external discrimination complaints.

IX. FINAL DISPOSITION

The final disposition of a prohibited discrimination and/or harassment complaint rests with the Department Director/Elected Official or his/her designee, with the ultimate authority resting with the County Chair or his/her designee, except for cases arising out of the Sheriff's Office, in which case ultimate authority shall rest with the Sheriff or his/her designee.

X. LITIGATED DISCRIMINATION COMPLAINTS

All complaints in the process of litigation before a state or federal enforcement agency shall be handled by the Office of County Attorney without a parallel review by those parties authorized to act on the complaint, unless requested to do so by the Office of County Attorney.

XI. EMPLOYEE EXPECTATION

All employees who have knowledge of or information on the issues involved in complaints prohibited by this procedure are expected to cooperate with their Department Director/Elected Official and/or manager/supervisor and/or the EEO Representative and/or the Affirmative Action Officer and/or the Office of County Attorney in their efforts to evaluate allegations covered by these procedures.

XII. RETALIATION

Absolutely no retaliation or adverse action in any form shall be taken against any employee or applicant because he/she has filed a complaint or participated in any way in alleging unlawful discrimination.

**DISCRIMINATION COMPLAINT
FORM**

DISCRIMINATION COMPLAINT FORM

1. Your Name _____
Street Address _____
City _____ State _____ Zip _____
Home Telephone No. _____ Work Telephone No. _____
Department _____ Job Title _____
Immediate Supervisor _____

2. Put an "x" in the box which indicates why you feel you have been discriminated against.

- | | | |
|--|---|--|
| <input type="checkbox"/> Race | <input type="checkbox"/> Religion | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Color | <input type="checkbox"/> Age | <input type="checkbox"/> Sexual Harassment |
| <input type="checkbox"/> Sex | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Gender Identity |
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Retaliation |
| | | <input type="checkbox"/> Other |

3. Name and position title of person(s) involved.

Name	Position Title
_____	_____
_____	_____
_____	_____

4. Briefly explain the discrimination you believe occurred. Clearly explain who, what, when and why (who did what, when the action occurred, why you believe the action occurred.) (Continue on back. Attach extra sheet if necessary.)

DISCRIMINATION COMPLAINT FORM

(continued)

4. _____

5. List any witnesses. _____

6. Date the discrimination took place: _____

7. What action(s), if any, have you taken to address or resolve this matter?

8. How would you like this matter resolved? _____

I UNDERSTAND THAT ALL INFORMATION I GIVE TO THE EQUAL EMPLOYMENT OFFICE INVESTIGATOR WILL REMAIN THE PROPERTY OF THE HUMAN RESOURCES DIVISION. I UNDERSTAND THAT THE HUMAN RESOURCES DIVISION MAY NOT RELEASE THIS INFORMATION TO ME.

SIGNATURE _____ DATE _____

FOR ADMINISTRATIVE USE

Dates of investigation of complaint: _____

Date of final report : _____

Finding: _____

**AMERICANS WITH DISABILITIES ACT
GRIEVANCE PROCEDURE**

[41 CFR Ch. 60-741.5; 60-741.20; 60-741.21; 60-741.44; and 60-741.61(c)]

Americans with Disabilities Act (ADA) Grievance Procedure

- A. This grievance procedure is established to meet the requirements of the Americans with Disabilities Act (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities or programs by Multnomah County.
- B. The complaint should be in writing and contain information about the alleged discrimination, such as the location, date, and description of the problem. The complainant should also include his/her name, address and daytime telephone number. Alternative means of filing a complaint, such as a personal interview or a tape recording of the complaint, will be made available for persons with disabilities upon request.
- C. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 20 calendar days after the alleged violation to the Department Representative.
- D. Within 15 calendar days after receipt of the complaint, the ADA Representative will meet with the complainant to discuss the complaint and possible resolutions. Within 30 calendar days after the meeting, the ADA Representative will respond in writing, and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of the County and offer options for substantive resolution of the complaint. If the agency ADA Representative is unable to meet the deadlines outlined in this procedure he/she will notify the complainant of the reason for the delay and provide a revised time line for responding to the grievance.

Appeal Process:

- A. If the response by the agency ADA Representative does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision of the ADA Representative within 30 calendar days after receipt of the response to the ADA Representative and the applicable agency or department director. Alternative means of filing an appeal, such as a personal interview or tape recording, will be made available for persons with disabilities upon request.
- B. Within 30 calendar days after receipt of the appeal, the ADA Representative and the Department Director or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the ADA Representative and the Department Director will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.
- C. All written complaints received by the department's ADA Representative, appeals to the ADA Representative and Department Director, and responses will be kept by the County for at least three years.

Americans with Disabilities Act (ADA) Grievance Procedure

(continued)

Additional Guidelines:

- A. Nothing in this process shall be construed as limiting or otherwise prohibiting the complainant's right to file a formal complaint with applicable state or federal agencies. However, this informal process may be suspended if a formal complaint is pending.
- B. At any stage of the ADA grievance process, the complainant may choose to be represented by an attorney or other representative, but the complainant shall bear all costs of such representation.
- C. The time lines referred to in ADA Grievance Procedure and Appeal Process above concerning the scheduling of meetings may be extended if, after reasonable effort and justification, the meeting cannot be conducted within the 30 day limitation period.
- D. The ADA grievance and appeal process may be modified by the Affirmative Action Officer in order to assure equal access to programs, services and activities for people with disabilities. Interpreter, reader service, or other auxiliary devices shall be arranged by the agency or bureau as needed to allow the complainant to fully participate in the process.
- E. Nothing in this process is meant to be used for any personnel, EEO or labor agreement grievance procedure for Multnomah County.

**DR. ARTHUR FLEMMING
AFFIRMATIVE ACTION
“QUALITY MANAGEMENT”
RECOGNITION AWARD
[41 CFR Ch. 60-2.26]**

DR. ARTHUR FLEMMING AFFIRMATIVE ACTION
“QUALITY MANAGEMENT”
RECOGNITION AWARD

The Affirmative Action Office created the “Dr. Arthur Flemming Affirmative Action Award,” in 1997 to be awarded annually to a City bureau or a County department/office that initiates, encourages, and achieves affirmative action/diversity/equal employment opportunity targets; finds creative strategies to improve the retention of protected class persons; finds creative ways to create a culturally-sensitive work place; and/or creates opportunities for the unemployed to gain access to jobs. The award is named after Dr. Arthur Flemming (1905-1996), former president of the University of Oregon. Dr. Flemming also served as a Presidential Aide to nine (9) presidents from Franklin D. Roosevelt to Ronald Reagan.

Dr. Flemming served as a member of the U.S. Commission on Aging from 1973 to 1978, and Chairman of the U.S. Civil Rights Division from 1974 to 1981. In 1994, President William “Bill” Clinton awarded Dr. Flemming the Presidential Medal of Freedom. In honor of President Bill Clinton’s work, Multnomah County created the “Quality Management Award,” as a means of keeping Dr. Flemming's dedication to public service, justice, and civil rights alive. This recognition award is given annually to a City or County organization that demonstrate(s) this dedication to top diversity performance throughout the year.

BEST PRACTICES

BEST PRACTICES MEASUREMENT STANDARD

For the purposes of promoting and maintaining a "high performance" culture for Multnomah County, the Board adopts the "best practice" principles established in the Equal Employment Opportunity Commission's Task Force Report on "Best Equal Employment Opportunity Policies, Programs and Practices in the Private Sector," published December 1997, for measuring performance:

- A "best practice" complies with the law.
- A "best practice" promotes equal employment opportunity and addresses one or more barriers that adversely affect equal employment opportunity.
- A "best practice" manifests management commitment and accountability.
- A "best practice" ensures management and employee communication.
- A "best practice" produces noteworthy results.
- A "best practice" does not cause or result in unfairness.

The Board recognizes that these factors can be interrelated. Thus, for example, compliance with the laws will often promote equal employment opportunity and address one or more barriers that adversely affect EEO. In order to promote equal employment opportunity and address barriers to EEO, strong management commitment is necessary. Management commitment must be evidenced, in part, by communication with employees. Management accountability is an indication of management commitment and is necessary for a practice to be implemented and monitored. Finally, this practice should embrace fairness to all employees, be implemented conscientiously, and produce noteworthy results in line with the strategies contained in this plan.

**AFFIRMATIVE ACTION PROGRAM
IMPLEMENTATION STEPS**

AFFIRMATIVE ACTION PROGRAM IMPLEMENTATION STEPS

OBJECTIVE	SPECIFIC ACTION STEPS	RESPONSIBILITY	CURRENT STATUS
I. RECRUITMENT To develop a recruitment plan which reaches and attracts job candidates from all sources	1. Establish programs for recruiting minorities, women, and disabled persons.	Human Resources (HR) AA Officer/Department Heads	As needed
	2. Coordinate with various test development organizations in an effort to develop examinations/procedures which fairly evaluate all potential candidates.	HR AA Officer/Department Heads	Ongoing
	3. Update lists of all minorities, women and disabled organizations/institutions to be used as recruitment sources. a. Establish a mailing list for distribution. b. Contact community groups and organizations and maintain liaison with them.	HR	Ongoing
	4. Work closely with schools and colleges in relation to recruitment for entrance level classes.	HR/AA Officer	Ongoing
	5. Develop system that monitors results of recruitment efforts to ensure that all sources are effectively reached.	AA Officer/Department Heads	Annually
	6. Establish a system for distribution of job vacancy information to provide equitable exposure to all.	HR/AA Officer	Ongoing

AFFIRMATIVE ACTION PROGRAM IMPLEMENTATION STEPS

(continued)

OBJECTIVE	SPECIFIC ACTION STEPS	RESPONSIBILITY	CURRENT STATUS
II. SELECTION, APPOINTMENT & RELATED PERSONNEL ACTIVITIES To ensure that all personnel activities are conducted to provide and promote equal employment opportunity for all employees and applicants.	1. Develop oral panels with minorities, females, and disabled persons participating.	HR	Ongoing
	2. Analyze and report on appointments and promotions of employees.	AA Officer/HR	Quarterly
	3. Review departmental selection processes that tend to have an adverse impact on Affirmative Action.	AA Officer	Ongoing
	4. Maintain and compare statistics of candidates interviewed with candidates selected.	HR	Ongoing
III. CLASSIFICATION To identify and remove artificial barriers to employment and upward mobility which may exist within classifications used by the County	Evaluate, on a continuous basis, job classifications to assure minimum qualifications are job related and do not present artificial barriers:	HR	Annually
	a. Identify specific areas in which bridging classes can be developed.	Department Heads	Annually
	b. Monitor department/office changes which could have impact on personnel assignments and promotion as they relate to the Affirmative Action Program.	HR/AA Officer	Annually

AFFIRMATIVE ACTION PROGRAM IMPLEMENTATION STEPS

(continued)

OBJECTIVE	SPECIFIC ACTION STEPS	RESPONSIBILITY	CURRENT STATUS
IV. PROGRAM ORIENTATION & EVALUATION To coordinate and evaluate the implementation of the Affirmative Action Program.	1. Provide training to all personnel assigned to implement the County's Affirmative Action Plan.	AA Officer	Annually
	2. Develop and implement a system that provides for collection, maintenance and analysis of statistical data on employment and promotion of minorities, women, and disabled; evaluation of Affirmative Action Program and assessment of the effectiveness of Affirmative Action activities.	AA Officer	Ongoing
	3. Prepare progress reports for the Personnel Director and County Manager on the performance of Departments in achieving goals.	AA Officer	Quarterly
	4. Annually review and update the Plan.	AA Officer	Annually
	5. Prepare annual assessments for all Board of Commissioners.	AA Officer	Annually
	6. Review affirmative action status with the Board of County Commissioners and community groups.	AA Officer/HR Director	Annually

DISSEMINATION OF THE PLAN

**[41 CFR § 60-2.13(b);
§ 60-2.21(a) (11), (b)(4)]**

WRITTEN PLAN/AVAILABILITY
(41 CFR §60-2.13(b) and §60-2.21(a))

Multnomah County, Oregon, maintains a written Affirmative Action Plan, which is available for review at the Chair's Office, Commissioners' Offices, Human Resources Division, departments/offices, and the Metropolitan Human Rights Commission.

DISSEMINATION OF THE POLICY (41 CFR 60-2.13(b), -2.21(a))

A. **Internally**, the County through the appropriate party will:

	<u>RESPONSIBILITY</u>
1. Provide a copy of the Affirmative Action Plan to all elected officials, department managers, Affirmative Action/EEO Representatives and Human Resources Departments/ Divisions.	Affirmative Action Officer
2. Ensure that an "Equal Employment Opportunity" clause is incorporated in public materials.	Department Managers EEO Representatives Human Resources Managers
3. Post the County's Equal Employment Opportunity and Affirmative Action Policy, and the Equal Employment Opportunity notice posters on bulletin boards and/or other conspicuous places.	All Departments/Offices EEO Representatives
4. Instruct managers and supervisors to inform all employees within their sphere of responsibility of the Affirmative Action Plan and where they may receive a copy of the Plan.	All Departments/Offices
5. Include the County's affirmative action philosophy, policy, and objectives as an integral part of the new employee's orientation.	Human Resources Division
6. Communicate the plan and policy materials contained in this plan annually during meetings with employees.	All Departments/Offices

DISSEMINATION OF THE POLICY (41 CFR 60-2.13(b), -2.21(a))

A. **Internally**, the County through the appropriate party will: (continued)

	<u>RESPONSIBILITY</u>
7. Inform union officials of the Affirmative Action Plan. Their cooperation will be requested to include nondiscrimination clauses in all union agreements and division to review all contractual provisions to ensure that such provisions are non-discriminatory.	Labor Relations
8. Provide additional training to management and other Employees engaged in employment placements, transfers or promotions regarding applicable county, state, and federal Equal Employment Opportunity requirements.	Affirmative Action Officer
9. Provide to all employees of the County a written notification of the County's commitment to equal employment opportunity principles and objectives, and the existence and availability of the Affirmative Action Plan. This notice will also inform employees of the existence and the operation of the internal grievance procedure set up under the plan.	Affirmative Action Officer

External Dissemination -[41 CFR §60-2.21(b)]

B. Externally, the County through the appropriate party will:

	<u>RESPONSIBILITY</u>
1. Inform recruiting sources verbally and in writing of the County's policy and stipulate that these sources actively recruit and refer minorities, women, disabled individuals and Vietnam era veterans to all available positions.	Human Resources Division
2. Include the tag "Equal Employment Opportunity" in all recruitment advertising, representative advertising and County letterhead.	Department Managers Human Resources Divisions
3. Post the County's Equal Employment Opportunity and Affirmative Action Policy, and the Equal Employment Opportunity notice posters on bulletin boards and/or other conspicuous places.	All Departments
4. Notify organizations for minorities, women, and the disabled, as well as community agencies, community leaders, local colleges, and secondary schools of the County's policy in writing.	Affirmative Action Officer
5. Communicate to prospective employees the existence of the County's Affirmative Action Program, and provide information that will enable them to be aware of its benefits.	Human Resources Division
6. Include minorities, women, and disabled persons in recruitment photographs.	Human Resources Division All Departments/Offices
7. Send written notification of the County's policy to all contractors and suppliers requesting appropriate affirmative action on their part.	All Departments/Offices
8. Place a copy of the Affirmative Action Plan at the Human Resources' reception desk and post a notice in the job notice area, so prospective employees will know of the plan's existence, and be able to avail themselves of its benefits.	Human Resources Division

External Dissemination -[41 CFR §60-2.21(b)]

B. Externally, the County through the appropriate party will: (continued)

	<u>RESPONSIBILITY</u>
9. Provide a copy of the County's Affirmative Action Plan to the Multnomah County Library.	Affirmative Action Officer
10. Send a copy of the Affirmative Action Plan to all Offices of Citizen Involvement to be made available to any citizen upon request.	Affirmative Action Officer

**MULTNOMAH COUNTY CODES
SPECIFIC TO THE PROGRAM'S
OPERATIONS**

MULTNOMAH COUNTY, OREGON CODES

The Multnomah County Code – Chapter 9, County Employment

This Affirmative Action Plan is consistent with the scope of affirmative action as defined under Multnomah County Code, Chapter 9.000 General Provisions, 9.001 Definitions, AFFIRMATIVE ACTION." Affirmative Action means identifying existing or potential discriminatory conditions and making specific actions to eliminate and prevent unlawful discrimination"; and 9.002B, Policy and Purpose; Merit Principles, which includes:

- (1) Recruiting, appointing and promoting employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applications for initial appointment;
- (2) Retaining employees based on the adequacy of their performance, correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;
- (3) Assuring impartial treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, religion, color, sex, sexual orientation, age, physical or mental disability, marital status or national origin, and with proper regard for their privacy and constitutional rights as citizens; and
- (4) Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election to or a nomination for office;

and specific provisions found under

§9.009. **Equal Employment Opportunity.**

- (A) Discrimination in any personnel actions on the basis of race, color, sex, sexual orientation, age, religion, national origin, political affiliation or physical or mental disability is prohibited, except when they constitute bona fide occupational qualifications.
- (B) All decisions on employment and promotion for classified service shall be made in accordance with the principles of equal opportunity by utilizing job-related requirements for these opportunities.
- (C) No question in any application or request for recommendation or in any test shall elicit information concerning any subject listed in subsection (A) nor shall any inquiry be made concerning those subjects.

GOOD FAITH EFFORTS

DEMONSTRATING GOOD-FAITH EFFORTS

For the purposes of this plan, good-faith efforts shall be defined as an honest attempt to reach affirmative action goals and to carry out the intent of this plan. Such efforts may be demonstrated in the following manner:

1. Records substantiating that a policy statement committing the unit to equal employment opportunity and affirmative action practices has been issued to staff.
2. Records substantiating that the County's affirmative action plan has been made available to all employees.
3. Records substantiating that managers and supervisors within the work unit have received EEO training.
4. Records substantiating the provision of reasonable accommodation to disabled person.
5. Records substantiating that all eligible persons are encouraged to receive training regardless of their protective class persons.
6. Records substantiating that part-time, training, and seasonal employment opportunities are made available to protected class persons.
7. Records substantiating that the County's EEO Policy and Federal EEO Policy is posted in the work unit.
8. Records substantiating the dissemination of the EEO grievance procedure to all personnel.
9. Records documenting each organizational unit's progress toward meeting goals to address underutilization.
10. Records documenting exit interviews and nondiscriminatory reasons for leaving.
11. Records substantiating actions taken to reduce and/or eliminate illegal discrimination and/or harassment complaints.
12. Records documenting any actions or efforts undertaken to meet the County's affirmative action objectives.

GLOSSARY OF TERMS

GLOSSARY

A.A.P. (or AAP):

Commonly used "short hand" reference to affirmative action plan or affirmative action program.

Adverse Treatment:

Action that would in any way deprive an individual of employment or education opportunity or negatively affect his or her status.

Affected Class:

Those groups of persons who are protected by anti-discrimination law who because of past discrimination continue to suffer the effects of such discrimination. (See also "protected class").

Affirmative Action:

Affirmative action means a method of eliminating the effects of past and present discrimination intended or unintended, that are evident or indicated by analysis of present employment patterns, practices, or policies.

Applicant Flow:

The number of applicants applying for a particular job over a given period of time, analyzed by gender and racial/ethnic characteristics.

Applicant Pool:

Total of those persons who have applied for a particular position (or who have applications on file) from which an employee may be selected.

Availability Pool:

Total of those persons in the relevant work force, i.e., those persons including the protected classes, who meet the minimum qualifications for any available position.

Collective Bargaining Agreement:

The Contractual agreement which an employer and a union reach after negotiations.

GLOSSARY

(continued)

Discrimination:

The failure to treat equals equally: violation of federal, state, county, or city laws or policies prohibiting discrimination.

Equal Employment Opportunity Commission (EEOC):

Independent federal agency created by the 1964 Civil Rights Act, Title VII as amended. Responsible for administering Title VII, EEOC may bring suit, subpoena witnesses, issue guidelines which have the force of law, render decisions, provide technical assistance to employers, provide legal assistance to complainants (and others). The EEOC investigates complaints of discrimination in employment and finding probable cause attempts to achieve conciliation agreements and may bring a failed conciliation to court of law. The EEOC also is responsible for administering the Equal Pay Act of 1963 and the Age Discrimination in Employment Act.

Objectives:

Good-faith measurable objectives which an employer voluntarily sets as a minimum progress to be made within a certain time period through all-out efforts at outreach, etc. Federal agencies consider goals and objectives proper and legal responses to underutilization. Goals with timetables (an established time frame) are routinely required of federal contractors by Executive Order 11246. Goals in affirmative action plans for including racial/ethnic persons and women within a system, are not to be confused with quotas designed to keep people out of a system. "Quotas" for bringing women and/or racial/ethnic persons into an employer's work force in sufficient numbers to achieve equity with their numbers in the relevant work force can be ordered by the courts (or by certain compliance agencies in a volunteer agreement) where proof exists of a pattern and practice of past and continuing discrimination by an employer that has refused to take voluntary action required to eliminate the inequity.

Good-Faith Efforts:

A term used to describe honest attempts to reach affirmative action goals.

Labor Force:

This term refers to all working people, plus those unemployed and actively seeking employment.

OCR:

Office of Civil Rights. OCR's are found in all of the various federal departments.

GLOSSARY

(continued)

OFCCP:

The Office of Federal Contract Compliance -- the agency within the U.S. Department of Labor that is designated by the DOL to be responsible for coordinating the effort and issuing guidelines for compliance with Executive Order 11246, as amended. Responsibility to oversee compliance with Executive Order 11246 according to Revised Orders 4 and 14 that are issued by OFCCP is further designated to various other agencies of the federal government.

OMB:

Office of Management and Budget -- federal office responsible for management related coordination among agencies.

Veterans Assistance Act of 1972:

Federal law requiring affirmative action in employment for Vietnam Era Veterans.

Veteran's Preference:

A practice under which individuals who meet certain qualifying standards and have served in the armed forces of the United States are given preferential treatment in hiring.

Vietnam Era Veteran:

For the purposes of compliance with the affirmative action requirements of the Veterans Assistance Act of 1972, is defined as "a person (1) who (l) served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge, disability within 48 months preceding the alleged violation of the Act, the affirmative action clause, and/or the regulations issued pursuant to the Act.

Work Force:

The total of all permanent authorized positions within the department. Such positions in the classified service include only permanent full-time and permanent part-time positions, excluding those specifically exempted by the appointing authority.

Work Force Analysis:

A statistical study of the numbers and percentage of employees by race, sex, and ethnic origin in each job category and rank for all employees of a specific employer. The analysis also includes an accounting of the utilization or underutilization of the protected class employee as compared with their availability in the relative work force.

MEETING DATE: May 10, 2001
AGENDA NO: R-2
ESTIMATED START TIME: 9:50 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Note Agreement with Children's Land Trust in the amount of \$277,857

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

REGULAR MEETING: DATE REQUESTED: May 10, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: (503) 988-3903
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Authorize Finance Director to Execute a Promissory Note Agreement between Multnomah County and The Children's Land Trust and amend the October 1, 1998 Lease Agreement between the County and Children's Land Trust

05/21/01 COPIES & ORIGINAL PROMISSORY NOTE
AGREEMENT TO DAVE BOYER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: David Boyer, M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

BILL FARVER, ACTING CHAIR
PAULINE ANDERSON, DISTRICT #1

SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

DEPARTMENT OF SUPPORT SERVICES

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD. 4TH
FLOOR
PO BOX 14700
PORTLAN, OR 97293-0700
PHONE (503) 988-3312
FAX (503) 988-3292

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director

DATE: April 27, 2001

AGENDA DATE: May 10, 2001

SUBJECT: The Children's Land Trust Note and Lease Agreement

I. Recommendation / Action:

Approve the Resolution authorizing Multnomah County to reimburse the Children's Land Trust, Formerly Regional Children's Campus (RCC), for capital expenditures, execute a note agreement in the amount of \$277,857 with The Children's Land Trust to repay the reimbursement and amend the October 1, 1998 Lease Agreement. The amount of the note is \$261,846 plus accrued interest of \$16,011 (interest from June 1, 2001 to October 1, 2002). The note is to be repaid over 12 years at 4.52% interest.

II. Background / Analysis:

In October 1998 the County entered into a revenue bond agreement and partnership with RCC to construct the campus. A requirement of this partnership was that RCC would also partner with other non-profit organizations to co-locate at this site and they did so with MESD. During the MESD development an unanticipated water runoff issue developed that needed to be corrected and additional infrastructure was required to support the added facilities. The additional development cost RCC \$261,846 and the Children's Land Trust requested financial assistance from the County. The County and the Children's Land Trust disagreed on the cause of the water runoff issues and we both agreed that the MESD infrastructure issues were the responsibility of the Children's Land Trust.

Wayne Rembold, Chairman, of The Children's Land Trust met with the Chair's Office, County Attorney and myself to find a solution to this issue. We agreed that the County could advance the funds to the Children's Land Trust under the same financial arrangement that we issued the October 1998 revenue bonds and that the Children's Land Trust would repay this note over the remaining period the revenue bonds are outstanding. The final payment on the revenue bonds is due October 1, 2013. Attached is the letter from Wayne Rembold confirming this arrangement.

The County will also amend the lease agreement with RCC, dated October 1, 1998, to require that the note must be paid in full before the County transfers title to the property to The Children's land Trust.

The County will be providing funds from the Capital Acquisition Fund. The current balance in the Capital Acquisition Fund is \$660,000. Provisions in the loan agreement will allow for a prepayment of the outstanding note balance without penalty.

III. Financial Impact:

The financial impact to the County will be the initial outlay of \$261,846. The note is to be repaid over a twelve year period with interest calculated at 4.52% per year. The first payment monthly payment of \$2,543 will be due October 1, 2002. The 4.52% interest rate is the same interest rate of the 1998 revenue bond issue. Once repaid, the funds in the Capital Acquisition Fund will be available for other projects.

IV. Legal Issues:

The County and Children's Land Trust will enter into a promissory note agreement. Attached is the Note Agreement. Agreement has been reviewed by the County Attorney's Office. We will work with Ater Wynne, Bond Counsel, to ensure that the amendment to the October 1, 1998 lease agreement with RCC does not effect the tax exempt status of the revenue bonds.

V. Controversial Issues:

None .

VI. Link to Current County Policy:

This is consistent with County policy to enter into public private partnerships.

VII. Citizen Participation:

None

VIII. Other Government Participation:

None



707 N.E. Couch Street
Portland, OR 97232

September 15, 2000

Dave Boyer
Director of Finance
Multnomah County
Finance Division
P.O. Box 14700
Portland, OR 97293-0700

Dear Dave:

I am writing on behalf of the Children's Land Trust to confirm our interest in additional County financing to cover the residual construction costs on the Regional Children's Campus which have resulted from hydrology issues and from unanticipated infrastructure expenses related to the MESD development. Based on our meeting with you and Chair Stein, you requested that we provide a final dollar amount for these costs after your new fiscal year had begun. Although we continue to believe that a significant portion of this is a direct responsibility of the County, at our meeting you offered to extend bond financing to cover this as an option to the County paying for it directly.

The total excess costs are: \$176,166.75 directly related to water/hydrology planning, design, and construction and \$85,680 of additional infrastructure costs related to MESD which were not considered part of the original bond levy amount.

We are requesting that this total of \$261,846 be paid by Multnomah County and attached to the bond payments we are now making to the County with the same financing arrangements. In the meeting you also indicated that we could delay implementation of the payments for up to two years and we would also like to request this as part of the terms.

I am attaching the back-up documentation for these expenses from MESD. They have been gracious enough to pay all of this for us to ensure timely completion of their project, but we would now like to reimburse them based on our revised agreement with the County. Please let me know as soon as possible how we should proceed to finalize this agreement.

Thank you for your ongoing effort in support of this project. The end product remains something in which we can all take great pride.

Sincerely,

Wayne Rembold
Chairman

WR:mw

Dennis L. Morrow
Chief Executive Officer
503.233.6090 phone
503.233.6093 fax

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the County to Amend October 1, 1998 Lease Agreement and to Provide Funds to the Children's Land Trust, Formerly Known as the Regional Children's Campus Inc. (RCC), for Reimbursement of Certain Development Costs

The Multnomah County Board of Commissioners Finds:

- a. On October 1, 1998 the County entered into a Lease Agreement with the Regional Children's Campus Inc. (RCC) for land and improvements on County property known as Edgefield. Lease payments are being used to repay revenue bonds issued by the county to help construct improvements on the property.
- b. Subsequent to October 1, 1998, The Children's Land Trust became the successor of RCC for the October 1, 1998 lease agreement.
- c. A requirement of the partnership with RCC was that RCC would also partner with other non-profit organizations to co-locate on the Edgefield site.
- d. Multnomah Education Service District (MESD) entered into an agreement with RCC to locate their facilities at the Edgefield site.
- e. During the development of the site for MESD, unanticipated water run off issues needed to be corrected and additional infrastructure was required to support the additional MESD facility.
- f. The Children's Land Trust expended \$261,846 in additional development costs to have MESD co-locate at this site and the Children's Land Trust is not in a financial position to absorb this cost out of its current budget.
- g. In September, 2000 the County Chair's Office, County Attorney and Finance Director met with Wayne Rembold, Chair of the Children's Land Trust, to resolve the water runoff issues and added infrastructure costs as a result of MESD locating on the Edgefield site.
- h. The Children's Land Trust has requested that the County reimburse the Children's Land Trust the funds for such costs, that the repayment of such reimbursement commencement date be October 1, 2002, and that the payments be secured by an amendment to the Lease Agreement that will provide that non-payment of the note shall be a breach of the lease and that the note be paid in full before title to the Edgefield property is transferred to the Children's Land Trust.

- i. The County has sufficient funds in the Capital Acquisition fund to assist the Children's Land Trust in this reimbursement.
- j. Accrued interest of \$16,011 (interest from June 1, 2001 to October 1, 2002) will be added to the \$261,846 current reimbursement making the note total \$277,857.

The Multnomah County Board of Commissioners Resolves:

- 1. The County will reimburse the Children's Land Trust \$261,846 to the Children's Land Trust.
- 2. The County Attorney's Office will prepare an appropriate note document for the \$277,857 (\$261,846 plus \$16,011). The note document shall specify that the note is to bear interest at 4.52% per annum, and that the note is to be repaid in full by no later than October 1, 2014.
- 3. The County Attorney's Office will prepare the necessary amendments to the October 1, 1998 lease agreement between the County and RCC that will provide that non-payment of the note shall be a breach of the lease and that the note be paid in full before title to the Edgefield property is transferred to the Children's Land Trust.
- 4. The Finance Director, or designee, is authorized to sign the documents once approved by the County Attorney.

ADOPTED this 10th day of May, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-059

Authorizing the County to Amend October 1, 1998 Lease Agreement and to Provide Funds to the Children's Land Trust, Formerly Known as the Regional Children's Campus Inc. (RCC), for Reimbursement of Certain Development Costs

The Multnomah County Board of Commissioners Finds:

- a. On October 1, 1998 the County entered into a Lease Agreement with the Regional Children's Campus Inc. (RCC) for land and improvements on County property known as Edgefield. Lease payments are being used to repay revenue bonds issued by the county to help construct improvements on the property.
- b. Subsequent to October 1, 1998, The Children's Land Trust became the successor of RCC for the October 1, 1998 lease agreement.
- c. A requirement of the partnership with RCC was that RCC would also partner with other non-profit organizations to co-locate on the Edgefield site.
- d. Multnomah Education Service District (MESD) entered into an agreement with RCC to locate their facilities at the Edgefield site.
- e. During the development of the site for MESD, unanticipated water run off issues needed to be corrected and additional infrastructure was required to support the additional MESD facility.
- f. The Children's Land Trust expended \$261,846 in additional development costs to have MESD co-locate at this site and the Children's Land Trust is not in a financial position to absorb this cost out of its current budget.
- g. In September, 2000 the County Chair's Office, County Attorney and Finance Director met with Wayne Rembold, Chair of the Children's Land Trust, to resolve the water runoff issues and added infrastructure costs as a result of MESD locating on the Edgefield site.
- h. The Children's Land Trust has requested that the County reimburse the Children's Land Trust the funds for such costs, that the repayment of such reimbursement commencement date be October 1, 2002, and that the payments be secured by an amendment to the Lease Agreement that will provide that non-payment of the note shall be a breach of the lease and that the note be paid in full before title to the Edgefield property is be transferred to the Children's Land Trust.

- i. The County has sufficient funds in the Capital Acquisition fund to assist the Children's Land Trust in this reimbursement.
- j. Accrued interest of \$16,011 (interest from June 1, 2001 to October 1, 2002) will be added to the \$261,846 current reimbursement making the note total \$277,857.

The Multnomah County Board of Commissioners Resolves:

- 1. The County will reimburse the Children's Land Trust \$261,846 to the Children's Land Trust.
- 2. The County Attorney's Office will prepare an appropriate note document for the \$277,857 (\$261,846 plus \$16,011). The note document shall specify that the note is to bear interest at 4.52% per annum, and that the note is to be repaid in full by no later than October 1, 2014.
- 3. The County Attorney's Office will prepare the necessary amendments to the October 1, 1998 lease agreement between the County and RCC that will provide that non-payment of the note shall be a breach of the lease and that the note be paid in full before title to the Edgefield property is transferred to the Children's Land Trust.
- 4. The Finance Director, or designee, is authorized to sign the documents once approved by the County Attorney.

ADOPTED this 10th day of May, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

John Thomas
John Thomas, Assistant County Attorney

**PROMISSORY NOTE BETWEEN MULTNOMAH COUNTY AND
THE CHILDREN'S LAND TRUST**

This Promissory Note is entered into this _____ day of May, 2001, between Multnomah County, a home rule subdivision of the State of Oregon, hereinafter referred to as (the "Payee") and The Children's Land Trust hereinafter referred to as (the "Promisor").

As ordered by Resolution No. 01-059, the undersigned Promisor promises to pay to the order of Multnomah County, Oregon at 501 SE Hawthorne Blvd., 4th Floor, Portland, OR 97214, or at such other place as the Payee may designate in writing, the aggregate principal amount of \$277,857 plus interest at the rate of 4.52% per annum based on a 30 day month 360 day year pursuant to the attached payment schedule.

The note shall be repaid according to the attached The Children's Land Trust Infrastructure Repayment Schedule. The outstanding principal balance may be paid off at any time without penalty. If the outstanding principal balance is paid off interest is due from the last payment date to the date funds are received by the payee.

If any one or more of the provisions of this Agreement is determined to be unenforceable, in whole or part, for any reason, the remaining provisions shall remain fully operative.

Payment on this Agreement shall be paid in legal currency of the United States.

No renewal or extension of this Agreement, delay in enforcing any right of the Payee under this Agreement, or assignment by Payee of this Agreement shall affect the liability of the Promisor. All rights of the Payee under this Agreement are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Agreement shall be construed in accordance with the laws of the State of Oregon.

Signed this _____ day of May, 2001, at Portland, Oregon

Promisor:
The Children's Land Trust

Payee:
**Board of County Commissioners
For Multnomah County, Oregon**

By _____
Wayne Rembold, Chair

By Bill Farver
Bill Farver, Interim Chair

Reviewed:
By Thomas Sponsler
Thomas Sponsler, County Attorney
For Multnomah County, Oregon

EXHIBIT B-3
MULTNOMAH COUNTY, OREGON
Children's Land Trust Infrastructure Reimbursement Schedule

INTEREST RATE	4.52%
PRINCIPLE AMOUNT	\$277,857
NUMBER OF YEARS	12
ANNUAL PAYMENT	\$30,513
144 MONTHLY PAYMENT BEGINNING OCT 1, 2002	\$2,543

Year	October 1	Begin Balance	Payment	Interest	Principal	Ending Balance
1	2002	\$277,857	\$30,513	\$12,570	\$17,943	\$259,914
2	2003	259,914	30,513	11,758	18,755	241,159
3	2004	241,159	30,513	10,910	19,603	221,555
4	2005	221,555	30,513	10,023	20,490	201,065
5	2006	201,065	30,513	9,096	21,417	179,648
6	2007	179,648	30,513	8,127	22,386	157,262
7	2008	157,262	30,513	7,115	23,399	133,863
8	2009	133,863	30,513	6,056	24,457	109,406
9	2010	109,406	30,513	4,950	25,564	83,842
10	2011	83,842	30,513	3,793	26,720	57,122
11	2012	57,122	30,513	2,584	27,929	29,193
12	2013	29,193	30,513	1,321	29,193	(0)
			<u>\$366,160</u>	<u>\$88,303</u>	<u>\$277,857</u>	

Prepared By: Finance 04-May-01

Reimbursement	261,846
Interest at 4.52% (1)	16,011
Lease Amount	<u>277,857</u>

(1) Interest on \$261,846 for 487 days, June 1, 2001 to October 1, 2002. Interest of \$16,011 added on to balance and amortized over 12 years.



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: May 2, 2001
Requested Placement Date: May 10, 2001

I. Recommendation/Action Requested:

Approval of Resolution Directing Finance Division to Redirect Public Safety Bond Savings to Wapato Jail Project.

II. BACKGROUND ANALYSIS

Initial estimates for the cost of construction for a temporary booking site were very high. To assist in funding these costs, money was transferred from the Wapato Jail project to the temporary booking project. \$600,00 was transferred from a renegotiated sale price with the Port of Portland and \$563,000 was transferred from the value engineering savings on the Wapato project. As a result of these budget transfers, the Wapato project no longer has an adequate contingency fund. The cost of the Wapato project has increased because of the lengthy public siting process, planning and design work completed for two separate sites and the removal and reintroduction of the secure A&D treatment facility. A decision has recently been made to use stick construction rather than prefabricated modular construction at the temporary booking project. That will result in a savings of \$970,877.

III. FINANCIAL IMPACT

This would transfer \$970,877 savings from the temporary booking project back to the Wapato project. It also commits any additional savings from the temporary booking project to the Wapato project.

IV. LEGAL ISSUES

None

V. CONTROVERSIAL ISSUES

None

VI. LINK TO CURRENT COUNTY POLICIES

N/A

VII. CITIZEN PARTICIPATION

None

VIII. OTHER GOVERNMENT PARTICIPATION

None

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Directing the Finance Division to Redirect Bond Money to the Wapato Project

The Multnomah County Board of Commissioners Finds:

- a. The estimated cost for using prefabricated modular units at the temporary booking facility was \$2,514,979.
- b. In order to pay for the prefabricated modular units, \$1,163,438 was transferred from the Wapato project to the temporary booking project. \$600,000 was transferred from savings resulting from a renegotiated sale price with the Port of Portland for the Wapato site. \$563,000 was transferred from the value engineering savings on the Wapato project.
- c. As a result of these budget transfers, the Wapato project no longer has an adequate contingency fund. The cost of the Wapato jail has increased because of the lengthy public siting process, planning and design work completed for two separate sites and the removal and reintroduction of the secure A&D treatment facility.
- d. A decision has been made to use stick frame construction rather than prefabricated modular units for the temporary booking site.
- e. The cost for stick frame construction is \$1,544,102.
- f. The cost difference between using prefabricated modular units and stick construction is \$970,877.

The Multnomah County Board of Commissioners Resolves:

1. The \$\$970,877 savings resulting from using stick frame construction rather than prefabricated modular construction at the temporary booking site be returned to the budget for the Wapato project.
2. Any other savings from the booking remodel or the temporary booking site be rebudgeted to the Wapato project.

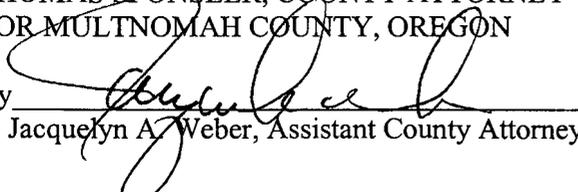
ADOPTED this _____ day of _____ 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
Jacquelyn A. Weber, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-060

Directing the Finance Division to Redirect Bond Money to the Wapato Project

The Multnomah County Board of Commissioners Finds:

- a. The estimated cost for using prefabricated modular units at the temporary booking facility was \$2,514,979.
- b. In order to pay for the prefabricated modular units, \$1,163,438 was transferred from the Wapato project to the temporary booking project. \$600,000 was transferred from savings resulting from a renegotiated sale price with the Port of Portland for the Wapato site. \$563,000 was transferred from the value engineering savings on the Wapato project.
- c. As a result of these budget transfers, the Wapato project no longer has an adequate contingency fund. The cost of the Wapato jail has increased because of the lengthy public siting process, planning and design work completed for two separate sites and the removal and reintroduction of the secure A&D treatment facility.
- d. A decision has been made to use stick frame construction rather than prefabricated modular units for the temporary booking site.
- e. The cost for stick frame construction is \$1,544,102.
- f. The cost difference between using prefabricated modular units and stick construction is \$970,877.

The Multnomah County Board of Commissioners Resolves:

1. The \$970,877 savings resulting from using stick frame construction rather than prefabricated modular construction at the temporary booking site be returned to the budget for the Wapato project.
2. Any other savings from the booking remodel or the temporary booking site be rebudgeted to the Wapato project.

ADOPTED this 10th day of May, 2001.

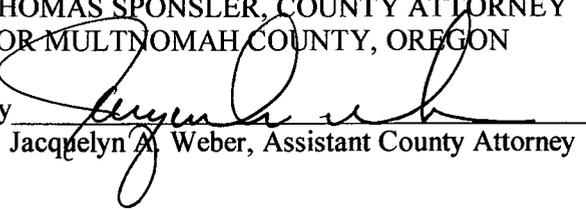
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Jacquelyn A. Weber, Assistant County Attorney

MEETING DATE: May 3, 2001
AGENDA NO: R-6
ESTIMATED START TIME: 10:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Grant Funding – Primary Care

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

REGULAR MEETING: DATE REQUESTED: May 3, 2001
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Health DIVISION: Primary Care

CONTACT: Mark Spofford TELEPHONE #: (503) 988-3674, ext 29094
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Patsy Kullberg, M.D., Mark Spofford, Ph.D.

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Grant Funding through the Substance Abuse and Mental Health Services Administration's "Build Healthy Communities Program" (Group IIB funding)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lillian Shirley

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 APR 17 PM 2:30
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON



MEMORANDUM

TO: Bill Farver, Interim County Chair

FROM: Patsey Kulberg, M.D., Medical Director, and Interim Primary Care Director
Mark Spofford, Ph.D., Behavioral Health Specialist (Ext. 29094)

THROUGH: Lillian Shirley, RN, MPH, MPA, Health Department Director

SUBJECT: Notice of Intent to Apply for Grant Funding through the Substance Abuse and Mental Health Services Administration's "Build Healthy Communities Program" (Group IIB funding)

DATE: April 25, 2001

REQUESTED PLACEMENT DATE: May 3, 2001

- I. **Recommendation/Action Requested** - Authorize the Director of the Health Department to request grant funding through the Substance Abuse and Mental Health Services Administration's (SAMHSA) "Build Healthy Communities Program" to support the Multnomah County "Behavioral Health Integration Project" to reduce racial and ethnic disparities in the identification and treatment of psychiatric disorders.

- II. **Background/Analysis** - SAMHSA is offering grant funding to selected eligible applicants through its "Build Healthy Communities Program" for 2001. Projects selected must support the design and implementation of services that build the community's mental health services capacity where there is a need for such capacity.

The Health Department operates seven Primary Care Clinics throughout Multnomah County. In Fiscal Year 2000 (7/99 - 6/00), out of the 24,254 clients served in the primary care clinics of the Division, 13,717 came from racial/ethnic minorities, as follows: African American - 2,199 (9.1% of total), Asian/Pacific Islander - 1,697 (7.0%), Hispanic - 9,693 (40.0%), and Native American - 128 (0.5%). A substantial number of the remaining clients come from newly arrived immigrant/refugee Caucasian ethnic groups (e.g., Russian, and a variety of Eastern European nationalities and languages). Corresponding proportions of these groups for Multnomah County as a whole are 7% African American, 6.5% Asian/Pacific Islander, 5% Hispanic, and 1% Native American.

Historically, primary care providers are generally poor at identifying and treating mental disorders in any of their patients, and they are especially poor at doing so with patients from other cultures and with non-English as a primary language. This deficit can be overcome, however, with focused intervention and training on effective screening and evidence-based best practice protocols for treatment. In fact, there is a good body of research that demonstrates that behavioral health intervention (pharmacologic and counseling) fully integrated into primary care settings can be effective and efficient, especially when services

are provided with adequate intensity and consistent follow-up, and patients have a choice in the type of intervention.

III. Purpose of Grant Funding - There are many barriers to increased utilization of mental health services by racial and ethnic minorities, even when those services are provided in a primary care setting that embraces diversity. For example, cost of treatment is a barrier for many. Stigma and mistrust are also significant barriers, especially for many refugees who come from countries where concepts of mental health distinct from physical health do not exist. Finally, language and cultural ignorance of providers are barriers to accessing services.

The reasons patients seek mental health services through primary care providers include easier access, concerns about confidentiality, public perception and stigmatization associated with mental health services, and social definitions about physical, behavioral, and emotional symptoms. The Multnomah County "Behavioral Health Integration Project" proposes to address these barriers and eliminate disparities in mental health care among ethnic and racial minorities.

IV. Financial Impact – The SAMHSA grant will pay 100 percent of project costs. The Health Department estimates that the cost of this project will be between \$400,000 and 550,000 each year for a period of three years (budget work is continuing).

V. Legal Issues – None. This project will embrace Department protocols for confidentiality and protection of clients' rights.

VI. Controversial Issues – Because funding is limited, this project will focus on two populations within the county – Hispanic and Russian. These populations were selected on the basis of data that indicates the presence of significant mental health disparities, and that they represent:

- Distinctively different cultures.
- A significant percentage of the Health Department's clientele.
- A high percentage of low-income, non-English speaking residents.

VII. Link to Current County Policies – This project is directly linked to the Health Department's policy on behavioral health primary care, and will be implemented in a manner that:

- Actively embraces the principles and practices of behavioral health as fundamental tools to improve the health of the communities we serve.
- Develop access to resources that will promote the application of behavioral health techniques in a wide range of community health problems.
- Provide diagnostic, treatment, and prevention services for behavioral health disorders and problems appropriate for primary care behavioral health management.

VIII. Citizen Participation – The Health Department has engaged several individuals and organizations in the preparation of this application, including members of the Latino Network.

IX. Other Government Participation – The Department of Community and Family Services, and Program Design and Evaluation Services are supportive and involved in the design of this project.

MENTAL HEALTH INTEGRATION PROJECT

ELIMINATING RACIAL/ETHNIC DISPARITIES IN MENTAL HEALTH SERVICES

Program Concept. The mental health integration program will reduce ethnic disparities in mental health services for Latino and Russian-language clients served by the Multnomah County Health Department by developing multiple service components that link community-based services with primary care services designed to address chronic conditions,¹ including mental health conditions. The project will be jointly conducted by the Primary Care and Neighborhood Health Divisions of the Health Department in partnership with the Behavioral Health Division of the Department of Community and Family Services, the Latino Network, and culturally-specific community-based organizations and advocacy groups. The components of the Mental Health Integration Project include the following:

1. Community Health Workers (CHWs), recruited from the Latino and Russian-language communities, will participate in a broad-based capacity-building program including behavioral health screening and intervention skills. They will provide mental health and chronic disease education and follow-up to clients of the Health Department who receive their health care from the clinics of MCHD, and will link clients to culturally-specific community-based services. They will also support clients and families to overcome barriers to effective evidence-based interventions (psychopharmacology, problem-solving therapy), and assist them in establishing and achieving self-management goals.
2. The capacity of, and access to culturally-specific mental health treatment services will be increased by hiring two licensed or certified mental health professionals (i.e., one Spanish-language/culturally competent, one Russian-language/culturally competent). These individuals will provide mental health services within the clinics of the Health Department located in neighborhoods with high concentrations of Spanish-speaking and Russian-speaking community members, and the participating community-based organizations serving the Latino and the Russian-language populations.
3. The CHWs, together with the Health Department's primary care clinical support staff will be trained in basic mental health intervention principles. They will also be trained and certified to provide the Chronic Disease Self Management Program developed at Stanford University School of Medicine.² Following training, these staff will conduct support/education groups for Latino and Russian-language clients in accessible community sites (e.g., east county, Gresham/Rockwood, mid-county). They will be members of the clinical team that delivers care through group medical visits as a means to address depressive and anxiety disorders and/or chronic diseases that have high levels of psychiatric co-morbidity (e.g., diabetes, cardiovascular disorders, chronic pain, substance abuse).
4. Empirically-based, interactive training approaches will be utilized to train primary care providers and their clinical support staff in culturally-specific manifestations of psychiatric conditions commonly

¹ The Chronic Care Model developed as part of the Improving Chronic Illness Care initiative of the Robert Wood Johnson Foundation, a model that emphasizes evidence-based practice, population-based focus, and patient-centered care. The model places a strong emphasis on linkage to community-based organizations and client/family/community self-management and capacitation.

² Lorig, K.R., Sobel, D.S., Stewart, A.L., Brown, B.W., Bandura, A., Ritter, P., Gonzalez, V.M., Laurent, D. D., & Homan, H.R. (1999) Evidence suggesting that a chronic disease self-management program can improve health status while reducing hospitalization. *Medical Care*. 37:5-14.

seen in primary care, culturally-appropriate interventions,³ pharmacologic and cognitive/behavioral-oriented problem solving therapy,⁴ and the importance of client choice in intervention.⁵ The CHWs will be actively involved as facilitators in the training program.

5. The capacity of the culturally-specific mental health system to serve clients from the targeted ethnic groups will be increased by providing to specific participating culturally-specific community-based organizations case rate reimbursement for services to clients referred by the clinics of the Health Department. This case-rate funding will support, among other activities, the CBO's participation in multidisciplinary team planning and intervention in the health care clinics.
6. Comprehensive evaluation of the project will be conducted to determine the effects of the program on clinical outcomes, service utilization, client and provider satisfaction, adherence to evidence-based practices, and delivery of culturally competent care.

Program Rationale. There exist a number of factors that contribute to the disparities in mental health treatment and outcomes among ethnic populations within the United States. These include:

- ❖ The health care system within the United States is structured in a manner that limits access to mental health treatment.
- ❖ The mental health treatment provided to people of color and immigrants frequently does not appropriately incorporate cultural values and treatment approaches.
- ❖ Health care providers are inadequately trained in recognition of mental health problems in general, and even more significantly in culturally-specific manifestations of mental health problems in people of color and immigrants.
- ❖ The availability of trained bicultural-bilingual mental health therapists is markedly inadequate to meet the need and the demand.
- ❖ Mental health treatment is not sufficiently integrated into service settings such as primary care clinics that allow screening, early intervention and treatment to be provided in a holistic fashion and with reduced stigma.

In order to reduce the impact of these factors, a two-pronged approach is required. The first approach is to expand access to culturally competent treatment of mental health problems within health care settings. The second approach is to increase the availability of culturally-specific trained mental health professionals to provide services in the community. It is also essential that these two systems of care be more closely integrated. The proposed Mental Health Integration Project is designed to implement this two-pronged approach as a means to address each of the factors contributing to disparities, thereby increasing access and improving treatment outcomes. The project will establish regularly scheduled meetings among staff of the organizations participating in the project for staffing of cases, program development and team building. Additionally, in planning and implementing the project, an advisory committee will be drawn from community members, clients and family members, service providers and the Departments of Health and Community and Family Services.

³ Department of Health and Human Services. *Mental health: A report of the Surgeon General*. Rockville, MD: U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, National Institutes of Health, National Institute of Mental Health, 1999.

⁴ Gerrity MS, Cole SA, Dietrich AJ, Barrett JE. (1999). Improving the recognition and management of depression in primary care: is there a role for physician education? *J Fam Pract.* 48:949-57.

⁵ Chilvers, C., Dewey, M., Fielding, L., Gretton, V., Miller, P., Palmer, B., Weller, D., Churchill, R., Williams, I., Bedi, N., Duggan, C., Lee, A., Harrison, G. (2001). Antidepressant drugs and generic counseling for treatment of major depression in primary care: randomized trial with patient preference arms. *Brit Med J.* 322:1-5.

MEETING DATE: May 10, 2001
AGENDA NO: R-5
ESTIMATED START TIME: 10:05 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for a Grant

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

REGULAR MEETING: DATE REQUESTED: May 10, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Health DIVISION: Planning and Development

CONTACT: Jo Ann Davich TELEPHONE # (503) 988-3663, ext. 26561
BLDG/ROOM #: Portland Building, 14th Floor

PERSON(S) MAKING PRESENTATION: Donna Cassidy and Jo Ann Davich

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Respond to the Ryan White Care Act Title III HIV Planning and Capacity Building Grant Program Request for Proposals

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lillian Shirley

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
1120 SW FIFTH AVE, 14TH FLOOR
PORTLAND, OREGON 97204
(503) 988-3674
FAX (503) 988-3283

BOARD OF COUNTY COMMISSIONERS
BILL FARVER, INTERIM CHAIR OF THE BOARD
PAULINE ANDERSON, DISTRICT 1 COMMISSIONER
SERENA CRUZ, DISTRICT 2 COMMISSIONER
LISA NAITO, DISTRICT 3 COMMISSIONER
LONNIE ROBERTS, DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Multnomah County Board of Commissioners

FROM: Bonnie Kostelecky, Director
Planning and Development

THROUGH: Lillian Shirley, Director

SUBJECT: Notice of Intent to Respond to the Ryan White Care Act Title III HIV
Planning and Capacity Building Grant Program Request for Proposals

DATE: April 25, 2001

REQUESTED PLACEMENT DATE: May 10, 2001

I. Recommendation/Action Requested

The Multnomah County Health Department (MCHD) is requesting approval to respond to the Ryan White Care Act Title III HIV Planning and Capacity Building Grant Program Request for Proposals. This is a competitive grant competition operated by the federal Health Resources and Services Administration (HRSA). The initial project period is September 1, 2001 through August 31, 2001. Proposals are due June 1, 2001.

II. Background/Analysis

Multnomah County Health Department (MCHD) has operated Section 330 Primary Care Clinics for underinsured and low-income county residents since 1977. MCHD has provided medical care to HIV infected individuals from the onset of HIV disease, through its primary care clinics. To respond to the growing number of HIV/AIDS clients, and the demand for specialized care from "expert" providers, MCHD applied for and was awarded Ryan White Title III Early Intervention funds in 1990. MCHD is the only agency in Oregon with Ryan White Title III Early Intervention funds. These funds established the HIV Health Services Center in 1990, and

the clinic has been in operation since that time. This Center serves a six-county area that includes Multnomah, Washington, Clackamas, Columbia, Yamhill and Clark counties.

The HIV Health Services Center is the largest single provider of HIV-specific care in the state of Oregon. The Center has existing linkages and partnerships with many community-based agencies. All clinical providers at HHSC have a minimum of 5 years experience in HIV care and treatment, and support staff have specialized in HIV services. All clinic staff have chosen to work in the HIV service field, and bring great passion and commitment to their work. HHSC is recognized locally and nationally as a center of excellence. In 1999, HHSC was selected by the Northwest AIDS Education and Training Center to be the clinical training site for physicians, nurse practitioners, and physician assistants in a five state area.

People living with HIV in rural parts of Oregon do not have easy access to quality HIV-specific care. The Oregon Health Division has asked the MCHD to apply for a Ryan White Care Act Title III Planning And Capacity Building Grant to work with Federally Qualified Health Centers in Hood River, Marion, and Tillamook counties to expand their capacity to provide HIV Early Intervention Services. MCHD was approached because of our expertise in HIV-specific care and our decade-long experience with Ryan White Care Act programs. Grant funds will be used to:

- Identify key stakeholders in each targeted community.
- Establish local advisory groups to plan for the establishment of HIV-specific services.
- Coordinate a planning process that engages the advisory groups and potential partners.
- Conduct an in-depth review of the nature and extent of need for HIV primary care services in the community, including a local epidemiological profile, an evaluation of the community's services provider capacity, and a profile of the target population.
- Develop the most appropriate mode of care for each community, including forming essential programmatic linkages with related providers in the community.
- Develop a proposal to expand the current MCHD Ryan White Care Act Title III grant to fund services in these underserved areas in partnership with the local Federally Qualified Health Centers.

Short term, this grant will result in local plans that will lead to increased funding for HIV-specific care in rural and underserved communities. Long term, the rural Federally Qualified Health Centers will develop local capacity to serve people who are HIV positive and the capacity to potentially become Ryan White Care Act Title III grantees.

III. Financial Impact

Multnomah County Health Department will request up to \$150,000 for a one to two year planning project. The project will begin on September 1, 2001 and continue through August 31, 2001. No county funds are needed to support this project. This grant will culminate in a request for additional Ryan White Care Act Title III funds to implement the service delivery model developed with the planning grant.

IV. Legal Issues

None.

V. Controversial Issues

The delivery of HIV treatment and prevention services by the MCHD is well established. The proposed grant funds would sustain and improve current efforts.

VI. Link to Current County Policies

The proposed project is consistent with current County policies, and addresses the benchmarks of reducing the incidence of HIV and AIDS cases and increasing early diagnosis of AIDS.

VII. Citizen Participation

Citizen stakeholders will be represented on the MCHD's Community Health Council. Community members and clients also serve on the Ryan White Title I HIV Planning Council, the Title II Consortium and HIV Health Services Center Client Advisory Board.

VIII. Other Government Participation

The project will involve working with representatives from the Oregon Health Division, Health Departments in the participating counties, and community-based organizations.



MULTNOMAH COUNTY OREGON



SUPPLEMENTAL STAFF REPORT

TO: Multnomah County Board of Commissioners
FROM: Wendy Rankin, Manager, Tobacco Prevention and Education
THROUGH: Lillian Shirley, RN, MPH, MPA, Health Department Director
SUBJECT: Ordinance Amending MCC Relating to Smoke-Free Workplaces
DATE: April 26, 2001
Requested Placement Date: May 10, 2001

I. Recommendation/Action Requested:

Approval of changes to the Smoke-Free Workplace Ordinance No. 937.

II. Background/Analysis:

Since implementation of the Smoke-Free Workplace Ordinance staff has become aware of areas in which the language of the ordinance needs clarification. Specifically we propose changing (where appropriate) the term "complaint" to "substantiated violation". We have identified that billiard parlors within the county have experienced unanticipated adverse economic impacts due to the ordinance and should be exempted from ordinance requirements. We have also clarified language regarding establishments that are exempt from the ordinance due to being posted to exclude minors under OLCC regulations. Under proposed changes, posted establishments could not allow smoking during hours that minors are present.

III. Financial Impact:

No financial impact is expected to develop as a result of this action.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

The ordinance addresses issues that have public health considerations for tobacco advocate community and economic considerations for the business community. We do not anticipate controversial issues specific to this amendment

VI. Link to Current County Policies:

Approval of this proposed language would amend the current Smoke-Free Workplace Ordinance

VII. Citizen Participation:

Key informants within the parties affected by these changes (tobacco control advocates as well as industry/business advocates) have been made aware of these proposed changes.

VIII. Other Government Participation:

None required.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC §§ 21.501, 21.503 and 21.999 relating to Smoke-Free Workplaces

(~~Stricken~~ language is deleted; double-underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC § 21.501 is amended as follows:

§ 21.501 Definitions.

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

BILLIARD PARLOR. An establishment in which income is primarily derived from pool/billiard table rental and other pool/billiard related sales and where the sale of other products or services is secondary.

BUSINESS. Any sole proprietorship, partnership, joint venture, corporation, or other business entity, including retail establishments where goods or services are sold, as well as professional corporations and other entities where professional services are delivered.

EMPLOYEE. Any person who is employed by any employer in the consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services to a non-profit entity.

EMPLOYER. Any person or entity who employs the services of one or more individuals.

ENCLOSED AREA. All space between a floor and a ceiling that is enclosed on all sides by solid walls or windows (exclusive of door or passageways) that extend from the floor to the ceiling, including all space therein screened by partitions that do not extend to the ceiling or are not solid, such as "office landscaping" or similar structures. Enclosed areas do not include breakrooms designated for smoking (smoking room) by employers if the following conditions are met:

1. The smoking room is not accessible to minors.
2. Air from the smoking room is exhausted directly to the outside by an exhaust fan and not recirculated to other parts of the building.

3. The smoking room is in compliance with ventilation standards established by the Department of Health by administrative rule.

4. The smoking room is located in a non-work area where no one, as part of his or her work responsibilities, is required to enter. For purposes of this paragraph, "work responsibilities" does not include custodial or maintenance work carried out in the smoking room when it is unoccupied.

5. There are sufficient nonsmoking breakrooms to accommodate nonsmokers.

PLACE OF EMPLOYMENT. Any enclosed area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and rest rooms, conference and class rooms, cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care facility as defined in ORS 657A.250, an adult day care facility as defined in ORS 410.490 or a health care facility as defined in ORS 442.015.

RETAIL TOBACCO STORE. A retail store utilized primarily for the sale of tobacco products and accessories and where the sale of other products is secondary.

SMOKING. Any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, weed, plant, or other tobacco-like product or substances in any manner or in any form.

TOBACCO PRODUCT. Any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco or any other form of tobacco which may be utilized for smoking, inhalation, or other means of ingestion.

TRUCK STOP. A facility that provides all of the following: fuel service for vehicles up to ninety feet in length; off-street parking for trucks and trailers; a twenty-four hour restaurant; and driver support services, such as showers, laundry, and truck supplies.

Section 2. MCC § 21.503 is amended as follows:

§ 21.503 Places Where Smoking Is Not Regulated.

Notwithstanding any other provision of this section to the contrary, the following areas shall not be subject to any smoking restrictions contained within this subchapter:

(A) Private residences, unless the private residence is used as a child care facility as defined in ORS 657A.250, an adult day care facility as defined in ORS 410.490 or a health care facility as defined in ORS 442.015;

(B) Rented motel or hotel rooms that are designated in some manner as smoking-allowed rooms by the owners of the establishment renting the rooms;

(C) Private rooms rented for an occupancy that exceeds one month and that are not located in a private residence used as a child care, adult day care or health facility;

(D) Any facility or facility area licensed by the Oregon Liquor Control Commission to serve alcohol by the drink for consumption on the premises that is posted to prohibit the presence of minors at all times;

(E) Any facility or facility area licensed by the Oregon Liquor Control Commission to serve alcohol by the drink for consumption on the premises that is posted to prohibit the presence of minors during some hours, during those hours that minors are prohibited;

~~(E)~~(F) Bingo operations licensed pursuant to ORS 464.250 et seq. and race courses operated by a licensee licensed under ORS chapter 462;

~~(F)~~(G) Retail tobacco stores;

~~(G)~~(H) Truck stops; and

(I) Billiard parlors.

Section 3. MCC § 21.999(D) is amended as follows:

§ 21.999 Penalty.

(A) *Emergency medical services violations.*

(1) Violation of the emergency medical services subchapter, §§ 21.400 through 21.443, shall be a county offense and may be punished by a civil penalty of not more than \$10,000.

(2) A schedule of fines to be levied for violations shall be found in EMS administrative rules.

(3) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(4) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.
(’90 Code; § 6.33.096) (Ord. 816, passed 1995)

(B) *Food handler's certificate violations.* Violation of any provisions of §§ 21.600 through 21.609 not otherwise provided for is punishable upon conviction by a fine of not more than \$500, or by imprisonment not exceeding six months, or both.
(’90 Code; § 8.30.900) (Ord. 124, passed 1976)

(C) *Refuse violations.*

(1) *Refuse hauling violations.* Any person, firm or corporation violating § 21.701 shall be subject to a civil fine of not less than \$100 and no more than \$500 for each violation. The county may prosecute any violation of § 21.701 before a hearings officer. ('90 Code;§ 8.75.110) (Ord. 717, passed 1992)

(2) *Dumping and littering violations.*

(a) Any person, firm or corporation violating § 21.702 shall be subject to the following:

1. A civil fine of not less than \$500 and no more than \$999 for each violation; and
2. An award of costs to reimburse the county for the actual expenses of clean-up and disposal caused by the violation.

(b) The county may prosecute any violation of § 21.702 before a hearings officer, or the county may prosecute a violation as a criminal or civil offense to the extent permitted under state law.

(D) *Smoke-Free workplace violations*

Any person who violates §§ 21.500 et seq. ~~shall~~will be subject to the following penalties imposed by the Multnomah County Department of Health:

(1) For a first complaint of a violation, a notice and warning, with educational materials and a referral phone number for the Tobacco Prevention Program. The Tobacco Prevention Program ~~shall~~will provide technical assistance to achieve compliance upon request.

(2) For a second complaint of a violation ~~within a 12 month period~~, the employer and Tobacco Prevention staff will jointly develop a smoke-free workplace remediation plan if indicated. If a complaint indicates a person other than the employer ~~committed~~ at the second violation, the Tobacco Prevention Program staff will provide additional services and referral information designed to achieve compliance by that person, if indicated.

(3) For subsequent ~~violations~~complaints, if the Health Department substantiates the violation through investigation, a civil fine consistent with the fine schedule adopted by the Director of the Department of Health by administrative rule.

(4) Fines imposed under (3) may be appealed in writing to the Director of the Multnomah County Department of Health. The Director's decision shall be final.

Section 4. Section 4 of Ordinance 937 is superceded by this ordinance, and this ordinance is effective July 1, 2001.

FIRST READING: _____

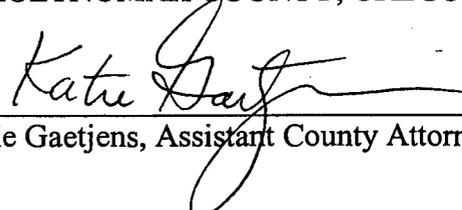
SECOND READING AND ADOPTION: _____

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Katie Gaetjens, Assistant County Attorney



Lucille M. Baker

PDS Policy Analyst/Grant Writer

Aging and Disability Services Department

MULTNOMAH COUNTY OREGON

Planning & Special Projects Unit

421 SW 6th Avenue, 3rd Floor
Portland, Oregon 97204

(503) 988-3620

(503) 988-3683 TTY

(503) 988-6844 Fax

lucy.baker@co.multnomah.or.us

Deb;

I'm Lucy. Am I
too late?



MULTNOMAH COUNTY OREGON

AGING AND DISABILITY SERVICES
AREA AGENCY ON AGING
421 S.W. 6TH, 3RD FLOOR
PORTLAND, OREGON 97204
HELPLINE: (503) 988-3646 ADMINISTRATION: 988-3620
TTY: 988-3683 FAX: (503) 988-3656

BOARD OF COUNTY COMMISSIONERS
BILL FARVER INTERIM - CHAIR OF THE BOARD
PAULINE ANDERSON- DISTRICT 1 COMMISSIONER
SERENA CRUZ- DISTRICT 2 COMMISSIONER
LISA NAITO- DISTRICT 3 COMMISSIONER
LONNIE ROBERTS- DISTRICT 4 COMMISSIONER

TO: Bill Farver, Interim Chair
Board of County Commissioners

FROM: Jim McConnell, Director
Multnomah County Aging and Disability Services

DATE: May 3, 2001

RE: Notice of Intent to respond to an RFP from the Office of Victims of Crime (OVC) that includes the development of community systems to respond to abuse of younger disabled populations

Requested Placement date: May 10, 2001

1. Recommendation/Action Requested:

Multnomah County Aging and Disability Services (ADS) is requesting approval to respond to a Request for Proposals to enhance community response to abuse of younger disabled populations. The RFP is from the federal Office of Victims of Crime (OVC) and will be in the amount of \$100,000. This is a competitive grant that will establish a national model for such a community response. OVC expects to award 5-6 grants for this purpose. It will cover a 2-year period beginning July 1, 2001.

2. Background/Analysis:

This application comes out of key findings and recommendations from the *Call to Action: Tri-County Summit on Violence Against People with Disabilities* held by OHSU for partnering organizations and advocates working in the field of abuse of disabled populations. During the summit, the main barriers to intervention in abuse situations identified included lack of coordinated response within communities to persons with disabilities who are abused, lack of information on the part of persons with disabilities on recognizing abuse and steps to take to get out of an abuse situation, lack of training for professionals on appropriate screening and interventions for abuse regarding people with disabilities, and lack of personal care attendants needed when an abused person with disabilities attempts to remove an abusive caregiver or to leave an abusive situation.

This is underscored by a number of national studies on the subject. The findings indicate that the incidence of abuse among people with disabilities appears high, and in

most studies, higher than those without disabilities. Abuse by personal assistance providers also appears to be a significant problem for people with disabilities. A major barrier to people with disabilities getting help is being afraid to report the abuse. They may be afraid no one will believe their story. Because many individuals are dependent on their abusers for care, people with disabilities may be afraid the abuser will become more hurtful or refuse to help them if they say anything, or fear that they will not be able to find another person to provide the help they need. Individuals may stick with "the devil they know" rather than risking "the devil they don't know". Some people are afraid of losing their children or having to leave their home if they report the abuse. For some individuals, an abusive care provider may seem like a better choice than going to a nursing home or other institution.

The lack of emergency caregivers, emergency shelter, 24 hour easy access to help and intervention, specialized training for helping professionals and policing, and coordinated community response for people with disabilities who are being abused is a serious community problem that limits their choices

Multnomah County Aging and Disability Services is proposing to work with OHSU and other community partners including Policing and Domestic Violence to develop a coordinated community response to abuse of younger disabled populations that builds on existing services including the ADS 24/7 Helpline, emergency adult foster care, client employed providers and existing links with Portland police department on protective placement and Multi Disciplinary Teams.

Grant goals:

- **Access:** Creating a comprehensive source for information and referrals for non-elderly people with disabilities who have been abused and police or partnering service organizations that are assisting them. This will build on the existing Helpline.
- **Resource development and training:** Create a resource of specially trained emergency caregivers building on caregiver recruitment, training, and services that are supervised by local caregiver organizations,
- **Referral and agency links:** Maintain and create contacts in the policing and service networks to educate and involve them in the development of the new Emergency Caregiver Resource. Support and build upon an interagency Coalition comprised of criminal justice, domestic violence, and disability representatives that will establish collaborative partnerships and protocols, and address policy barriers.
- **Community outreach and education:** Devising, testing and implementing outreach methods that educate the community of non-elderly disabled individuals and the appropriate service organizations and staff about abuse and resources available to them for leaving abusive situations.

Partners:

Multnomah County Aging and Disability Services: Lead agency for the project, Oregon Health Sciences University: Lead researcher for the project; Multnomah County Domestic Violence Coordinator's Office: Project expert on domestic abuse, training, and victim support, Multnomah County District Attorney's Office/Portland Police Bureau, Family Services Division: Liaison with policing/justice protocols; and a Coalition of organizations and leaders in domestic violence, criminal justice, and disabilities that will function as a Steering Committee for the project.

3. Financial Impact:

Multnomah County Aging and Disability Services anticipates requesting \$100,000 to be expended over the next 2 years starting July 1, 2001. No new county funds are needed to support these projects that will develop lasting enhancements and partnerships around existing efforts.

4. Legal Issues:

None.

5. Controversial Issues:

None.

6. Link to Current County Policies:

The proposed project is consistent with County policies, and addresses the benchmarks of reducing crime and abuse and increasing the health of residents.

7. Citizen Participation:

Citizen stakeholders and advocate organizations are part of an existing coalition that will serve as the steering committee for the grant.

8. Other Government Participation:

Partners:

Multnomah County Aging and Disability Services: Lead agency for the project, Oregon Health Sciences University: Lead researcher for the project; Multnomah County Domestic Violence Coordinator's Office: Project expert on domestic abuse, training, and victim support, Multnomah County District Attorney's Office/Portland Police Bureau, Family Services Division: Liaison with policing/justice protocols; and a Coalition of organizations and leaders in domestic violence, criminal justice, and disabilities that will function as a Steering Committee for the project.

BOGSTAD Deborah L

From: BAKER Lucy
Sent: Thursday, May 10, 2001 12:03 PM
To: BOGSTAD Deborah L
Subject: FW: Thanks for your approval of ADS'

-----Original Message-----

From: BAKER Lucy
Sent: Thursday, May 10, 2001 12:02 PM
To: FARVER Bill M; ANDERSON Pauline S; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J
Subject: Thanks for your approval of ADS' NOI

County Commissioners:

I can see that at some point it is a good idea to pause in WRITING the grant and remember to go PRESENT the grant at the proper time on your agenda. I am feeling very foolish and can tell you it will not happen again. With 3 days to go till deadline, I am bit TOO focused. Thank you again for your positive consideration in my absence.

As you may know the ADS protective service unit investigates about 800 cases of abuse against younger people with disabilities and over 2,300 such cases against older people every year.

For those that involve abuse by a caregiver in their homes, this grant will make our 24 Hour helpline better at determining what is happening to the person calling in and make our partnership with the police, domestic violence, and ADS' on-call protective service case managers better at giving an immediate and coordinated response. We also hope to develop a cadre of caregivers that are specially trained and available to provide a continuum of care for such individuals as they leave abusive situations.

Lucy Baker
Planning and Special Projects Unit
Multnomah County Aging and Disability Services
503.988.3620 ext. 29560

"Disability is an art. It's an ingenious way to live." Neil Marcus, Actor

05/10/2001

MAY 10 2001

MEETING DATE: _____
AGENDA NO: R-8
ESTIMATED START TIME: 10:30
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Grant of Easement to City of Portland for Public Street and Walkway

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

REGULAR MEETING: Date Requested: **May 10, 2001**
Amount of Time Needed: **2 minutes**

DEPARTMENT: DSCD DIVISION: Facilities & Property Mgmt

CONTACT: Bob Oberst TELEPHONE #: 503-988-3851
BLDG/ROOM #: 421/3rd 274

PERSON(S) MAKING PRESENTATION: **Bob Oberst**

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

05/22/01 original EASEMENT & copies of all
to Bob Oberst

01 APR 30 PM 5:35
MULTIPLIPLY COUNTY
OREGON
COUNTY ADMINISTRATOR

Attached documents: Supplemental staff Report, Resolution, DEDICATION FOR RIGHT-OF-WAY PURPOSES AND PUBLIC WALKWAY EASEMENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Robert Oberst Mike Bond

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk @ 988-3277



Department of Sustainable Community Development

MULTNOMAH COUNTY

Facilities and Property Management
2505 S.E. 11th Avenue, 3rd Floor
Portland, Oregon 97202
(503) 988-3322 phone
(503) 988-5082 fax

SUPPLEMENTAL STAFF REPORT

Date: April 23, 2001
To: Board of County Commissioners
From: Robert Oberst, Property Management Supervisor

Requested placement date: May 10, 2001

Reference: Grant of Easement to City of Portland for Public Street and Walkway

- I. **Recommendation/Action Requested:** Board of Commissioners Resolution approving DEDICATION FOR RIGHT-OF-WAY PURPOSES AND PUBLIC WALKWAY EASEMENT and authorizing Interim Chair to execute said DEDICATION.
- II. **Background Analysis:** The City of Portland requires that Multnomah County grant to the City an easement for public streets and walkway on the County's Hollywood Library project prior to issuing a permit for the construction of the Hollywood Library mixed-use project. The locations of the easements are shown on the drawing attached to the DEDICATION. The easements vary from two to four feet in width along three sides of the land and will not adversely affect the project construction.
- III. **Financial Impact:** None.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** None.
- VII. **Citizen Participation:** None.
- VIII. **Other Government Participation:** None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Grant of Easement to City of Portland for Public Street and Walkway

The Multnomah County Board of Commissioners Finds:

- a) That the City of Portland, Oregon requires that an easement be granted for public street and walkway purposes in portions of land acquired by Multnomah County for construction of a new Hollywood Branch Library;
- b) That it is in the best interest of Multnomah County that the DEDICATION FOR RIGHT-OF-WAY PURPOSES AND PUBLIC WALKWAY EASEMENT before the Board in this matter is granted by Multnomah County to the City of Portland.

The Multnomah County Board of Commissioners Resolves:

1. That the DEDICATION FOR RIGHT-OF-WAY PURPOSES AND PUBLIC WALKWAY EASEMENT before the Board this day be approved and that the Interim Chair be, and her is hereby, authorized to execute the said DEDICATION on behalf of Multnomah County.

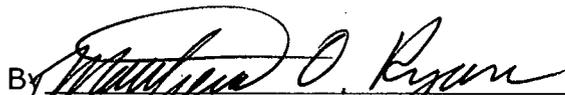
Adopted this day of , 2000.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Bill Farver, Interim Chair

REVIEWED:
Thomas Sponsler, County Attorney
For Multnomah County, Oregon



Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-060

Authorizing Grant of Easement to City of Portland for Public Street and Walkway

The Multnomah County Board of Commissioners Finds:

- a) The City of Portland, Oregon requires that an easement be granted for public street and walkway purposes in portions of land acquired by Multnomah County for construction of a new Hollywood Branch Library;
- b) It is in the best interest of Multnomah County that the DEDICATION FOR RIGHT-OF-WAY PURPOSES AND PUBLIC WALKWAY EASEMENT before the Board in this matter be granted by Multnomah County to the City of Portland.

The Multnomah County Board of Commissioners Resolves:

1. The DEDICATION FOR RIGHT-OF-WAY PURPOSES AND PUBLIC WALKWAY EASEMENT before the Board this day be approved and that the Interim Chair be, and her is hereby, authorized to execute the said DEDICATION on behalf of Multnomah County.

ADOPTED this 10th day of May, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

Matthew O. Ryan

Matthew O. Ryan, Assistant County Attorney

**DEDICATION FOR RIGHT-OF-WAY PURPOSES
AND PUBLIC WALKWAY EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a Political Subdivision of the State of Oregon (the "Grantor"), in consideration of the sum of one (\$1.00) and no/100 dollars, and other good and valuable consideration, to it paid by the City of Portland (the "City"), a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City, an easement for public street and right-of-way purposes in the real property situated in the City, County of Multnomah, and State of Oregon, as shown on Exhibit A attached hereto, and being more particularly described as follows (the "Easement Area"):

R/W #6031-D

Parcel I

The west 3.50 feet of Lots 14, 15 and 16 of Block 32, plat of "Rossmere," City of Portland, Multnomah County, State of Oregon.

Parcel II

The east 2.00 feet of Lots 1, 2 and 3 of Block 32, plat of "Rossmere," City of Portland, Multnomah County, State of Oregon.

TOGETHER WITH AN EASEMENT for construction and perpetual use by the public of a public walkway over and across real property in the City of Portland, County of Multnomah, and State of Oregon, more particularly described as follows:

R/W #6031-SWE

The north 4.00 feet of the west 98.00 feet of Lot 1 and the north 4.00 feet of the east 96.50 feet of Lot 16 of Block 32, plat of "Rossmere," City of Portland, Multnomah County, State of Oregon.

1N1E25

After Recording Return to: _____

106/800/Marcia S. Wilder _____

Tax Statement shall be sent to: _____

No Change _____

TO HAVE AND TO HOLD the same easements to the City for the uses and purposes aforesaid forever. Grantor does covenant with the City, that the subject property is free from all liens and encumbrances caused by the Grantor.

1. GRANTOR'S REPRESENTATIONS; HAZARDOUS SUBSTANCES.

The Grantor makes the following representations concerning the Easement Areas:

1.1 Disclosure of Environmental Conditions

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed all results of any report, investigation, survey, or assessment regarding the environmental condition of the Easement Areas.

1.2 Disclosure of Underground Storage Tanks

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed whether there are underground storage tanks, as defined at ORS 466.706(20), on or under the Easement Areas.

1.3 Defined Terms

For the purposes of these Easements, (a) "reasonable inquiry" shall mean inquiry of Grantor's managers with property management or environmental management responsibility of the Easement Areas and review of Grantor's records and (b) "knowledge" shall mean the current actual knowledge of such managers.

2. ALLOCATION OF LIABILITY

It is understood and agreed that this conveyance is not intended to alter the liability of the parties for any release of hazardous substances as defined in any federal, state or local law onto or from the Easement Areas.

3. INDEMNIFICATION

3.1 Grantor's Indemnity to the City

To the extent allowed under Oregon law, Grantor agrees to defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against and to reimburse the City for all claims, liabilities, actions, damages, injuries, costs, loss, demands, actions, suits or expenses (including attorney fees and costs) incidental to the investigation and defense thereof, arising out of the acts or omissions of, or the use or occupancy of, the Easement Areas by Grantor, its agents or employees, or resulting from the presence or release of hazardous substances onto or from the Easement Areas prior to the Effective Date of these Easements. This indemnity shall not apply to the release of hazardous substances on to or from the Easement Areas caused by the officers, agents or employees of the City or third parties not acting under the authority or control of Grantor.

4. EFFECTIVE DATE

The Easements shall be effective as of the date this document is signed by all parties.

5. DURATION

These Easements shall remain in effect perpetually; however, they shall terminate automatically in the event that the City of Portland vacates or releases the Easement Areas, in which case the City shall execute a recordable document evidencing such termination.

6. MEDIATION

If any dispute should arise between Grantor and the City concerning the Easements or the parties' obligations or activities under these Easements, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the date and year written below.

THE CITY OF PORTLAND

MULTNOMAH COUNTY

By: _____
Title: Commissioner of Public Affairs

By: Bill Farver
Bill Farver, Interim County Chair

APPROVED AS TO FORM

APPROVAL AS TO LEGAL SUFFICIENCY

By: _____
Title: Deputy City Attorney

By: Matthew O. Ryan
Counsel for Multnomah County

Date: _____

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me this 10th day of MAY,
2001, by BILL FARVER as INTERIM CHAIR of Multnomah County.



DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My commission expires: 06-27-01

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me this _____ day of _____,
2001, by _____ as _____ of the City of Portland.

Notary Public for Oregon
My commission expires: _____

(23)

3.50' WIDE
RIGHT-OF-WAY
DEDICATION ALONG WEST
LINE OF LOTS 14, 15 AND
16, BLK. 32

4.00' WIDE EASEMENT
DEDICATION ALONG NORTH
LINE OF LOTS 1 AND 16,
BLK. 32

N.E. TILLAMOOK STREET

S 90°00'00" E 200.00'

96.50'

98.00'

4.0'

3.50'

LOT 16

LOT 1

S 00°00'00" W 150.00'

LOT 15

LOT 2

ROSSMERE

(32)

LOT 14

LOT 3

S 00°00'00" W 150.00'

2.00' WIDE
RIGHT-OF-WAY
DEDICATION ALONG EAST
LINE OF LOTS 1, 2 AND
3, BLK. 32

(33)

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary W. Hickman
OREGON
JULY 14, 1979
GARY W. HICKMAN
1978

RENEWAL DATE 06/30/01
DATE OF SIGNATURE 01/30/01

N.E. 40th AVENUE

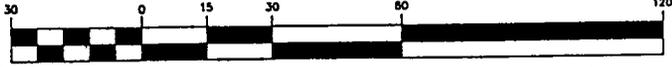
N.E. 41st AVENUE

S 90°00'00" E 200.00'

LOT 13

LOT 4

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

RIGHT-OF-WAY AND EASEMENT SKETCH
LOTS 1, 2, 3, 14, 15 & 16, BLOCK 32, ROSSMERE,
IN THE SE 1/4 OF SECTION 25,
T 1 N, R 1 E, W.M., CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON

DRAWING: 101003_RW.DWG
DATE: 1/30/01



(31)

MEETING DATE: May 3, 2001
AGENDA NO: R-8
ESTIMATED START TIME: 10:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amend Code to Include CBAC Process for Dept. of Aging & Disability Services

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

REGULAR MEETING: DATE REQUESTED: May 3, 2001
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Citizen Involvement Committee

CONTACT: Kathleen Todd TELEPHONE #: 503-988-3450
BLDG/ROOM #: 412/206/CIC

PERSON(S) MAKING PRESENTATION: M'Lou Christ, Chair, Central CBAC

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

ORDINANCE Amending Multnomah County Code §§ 3.301 and 3.306 relating to the Citizen Budget Advisory Committee (CBAC) for the Department of Aging and Disability Services

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: John Legry

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 APR 26 PM 6:30
MULTNOMAH COUNTY
REGION



Citizen Involvement Committee
MULTNOMAH COUNTY OREGON

2115 SE Morrison, Room 206
Portland, Oregon 97214
(503) 988-3450 phone
(503) 988-5674 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Citizen Involvement Committee
DATE: April 20, 2001
RE: Amending Multnomah County Code §§ 3.301 and 3.306 relating to the Citizen Budget Advisory Committee (CBAC) for the Department of Aging and Disability Services.

1. Recommendation/Action Requested:

Amendment establishes a process and framework for the CBAC for the Department of Aging and Disability Services to participate within the CBAC Program.

2. Background/Analysis:

Amends the code to establish the configuration of a CBAC for the Department of Aging and Disability Services and provides representation from the department's CBAC to the Central CBAC.

3. Financial Impact:

N/A

4. Legal Issues:

N/A

5. Controversial Issues:

N/A

6. Link to Current County Policies:

Consistent

7. Citizen Participation:

This amendment was developed by the Central CBAC in collaboration with representatives from the Elders in Action Commission, and the Disability Services Council and reviewed by the Citizen Involvement Committee.

8. Other Government Participation:

Reviewed by the Disability Services Advisory Council, Elders in Action Commission, and department staff.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending Multnomah County Code §§ 3.301 and 3.306 Relating to the Citizen Budget Advisory Committee (CBAC) for the Department of Aging and Disability Services

(Language ~~stricken~~ is deleted; double- underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. There has not been a process for the Department of Aging and Disability Services CBAC to participate within the CBAC Program.
- b. It is necessary to amend the code to provide the framework for this participation.

Multnomah County Ordains as Follows:

Section 1. MCC § 3.301 is amended as follows:

§ 3.301 Committees Established.

There are established Citizen Budget Advisory Committees for the Department of Community and Family Services, the Department of Sustainable Community Development, the Department of Juvenile and Adult Community Justice, the Health Department, the Department of Aging and Disability Services, the Department of Support Services, the Sheriff, the District Attorney, the county Non-Departmental programs, and the Library. The Library Board shall function as the Library Citizen Budget Advisory Committee, ~~and the Community Health Council shall function as the Health Department Citizen Budget Advisory Committee, and the Disability Services Advisory Council and the Elders in Action Commission Leadership Team shall function in concert as the Department of Aging and Disability Services Citizen Budget Advisory Committee.~~ The Community Health Council, and the Library Board, and the Disabilities Services Advisory Council and the Elders in Action Commission Leadership Team shall function in concert as the Department of Aging and Disability Services Citizen Budget Advisory Committee. The Community Health Council, ~~and the Library Board, and the Disabilities Services Advisory Council and the Elders in Action Commission Leadership Team shall continue as presently constituted, notwithstanding any conflicting provisions of this subchapter.~~ The Citizen Budget Advisory Committees are charged to act as Advisory Committees to the Board and all county directors, elected officials, and Non-Departmental programs. Citizen Budget Advisory Committees will actively participate in county budget development and review, give advice on policy considerations, and participate in operational and strategic planning.

Section 2. MCC § 3.306 is amended as follows:

§ 3.306 Central Citizen Budget Advisory Committee.

(A) Each Citizen Budget Advisory Committee shall select one of its members to serve on the Central Citizen Budget Advisory Committee, except for the Department of Aging and Disability Services where the Disability Services Advisory Council and the Elders in Action Commission Leadership Team shall each select a member to serve as co-representatives.

(B) Appointments to the Central Citizen Budget Advisory Committee will be for one year.

(C) The Citizen Involvement Committee shall appoint a member at large who will be designated Chair of the Central Citizen Budget Advisory Committee.

(D) The Central Citizen Budget Advisory Committee shall be a steering committee for the Budget Advisory Committees; shall be responsible for coordinating all deadlines, reports and activities of the Citizen Budget Advisory Committee process; shall provide training for Citizen Budget Advisory Committee members; and shall produce a report of its recommendations to the Chair, the Board and the public.

(E) The Central Citizen Budget Advisory Committee shall respond to the concerns of the Citizen Budget Advisory Committees and may reflect the concerns of the public at large.

(F) The Central Citizen Budget Advisory Committee is charged with making county-wide recommendations to the Chair, the Board and the public, which may cross departmental lines and affect one or more departments.

(G) The Central Citizen Budget Advisory Committee will receive technical assistance and clerical support from the Citizen Involvement Committee.

FIRST READING: May 3, 2001

SECOND READING AND ADOPTION: May 10, 2001

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Patrick W. Henry, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 961

Amending Multnomah County Code §§ 3.301 and 3.306 Relating to the Citizen Budget Advisory Committee (CBAC) for the Department of Aging and Disability Services

(Language stricken is deleted; double- underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. There has not been a process for the Department of Aging and Disability Services CBAC to participate within the CBAC Program.
- b. It is necessary to amend the code to provide the framework for this participation.

Multnomah County Ordains as Follows:

Section 1. MCC § 3.301 is amended as follows:

§ 3.301 Committees Established.

There are established Citizen Budget Advisory Committees for the Department of Community and Family Services, the Department of Sustainable Community Development, the Department of Juvenile and Adult Community Justice, the Health Department, the Department of Aging and Disability Services, the Department of Support Services, the Sheriff, the District Attorney, the county Non-Departmental programs, and the Library. The Library Board shall function as the Library Citizen Budget Advisory Committee, ~~and the Community Health Council shall function as the Health Department Citizen Budget Advisory Committee, and the Disability Services Advisory Council and the Elders in Action Commission Leadership Team shall function in concert as the Department of Aging and Disability Services Citizen Budget Advisory Committee.~~ The Community Health Council, ~~and the Library Board, and the Disabilities Services Advisory Council and the Elders in Action Commission Leadership Team~~ shall continue as presently constituted, notwithstanding any conflicting provisions of this subchapter. The Citizen Budget Advisory Committees are charged to act as Advisory Committees to the Board and all county directors, elected officials, and Non-Departmental programs. Citizen Budget Advisory Committees will actively participate in county budget development and review, give advice on policy considerations, and participate in operational and strategic planning.

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FIRST READING:

May 3, 2001

SECOND READING AND ADOPTION:

May 10, 2001

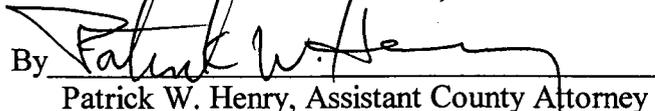
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Bill Farver, Interim Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick W. Henry, Assistant County Attorney

#1

SPEAKER SIGN UP CARDS

DATE 5/10/01

NAME

PAUL FRANK

ADDRESS

2823 NE 57th AVE

PORTLAND

PHONE

284-6859

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-10 Budget Mod CFS 49

GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE

5/10/01

NAME

SUSAN COX

ADDRESS

7515 SE Evergreen
Portland, OR 97206

PHONE

503-774-7759

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC

R-10

GIVE TO BOARD CLERK

#3

SPEAKER SIGN UP CARDS

DATE 5-10-01

NAME DICK HAZELTINE

ADDRESS 6640 SE 70TH AVE
PORTLAND OR 97206

PHONE 503 771-8992

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-10

GIVE TO BOARD CLERK

#4

SPEAKER SIGN UP CARDS

DATE 4-10-01

NAME Victoria Huggins

ADDRESS 2708 NE 20th

Sairview OR

PHONE 503 618 0676

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-10

GIVE TO BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
 (Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICES DIVISION: N/A

CONTACT: _____ PHONE: 26777

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Commissioner Lisa Naito

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)
 General Fund Contingency request to provide one time only bridge funding of \$10,000 to Brentwood Darlington Community Center.

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

Budget Modification CFS reduces the General Fund Contingency by \$10,000. Pass through expenses increase by \$10,000 and indirect by \$70. Service reimbursement from the Fed/State to the General Fund increases by \$70

01 MAY -2 AM '01
 MULTNOMAH COUNTY
 OREGON
 CLERK OF COUNTY COMMISSIONERS

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Increase County General Fund support	\$10,000
Increase CGF Indirect	70
Increase Svc Reim from F/S to the General Fund	70
TOTAL	\$10,140

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

General Fund Contingency BEFORE THIS MODIFICATION (as of 5/2/01 ~~5/23/00~~): \$ 1,793,799
 (Specify Fund) AFTER THIS MODIFICATION: \$ 1,783,799

Originated By: <u>Terrri Naito</u> Date: <u>5/2/01</u>	Department Director: <u>Lisa Naito</u> Date: <u>5/2/01</u>
Plan / Budget Analyst: <u>Aleksandra</u> Date: <u>5-2-01</u>	Employee Services: _____ Date: _____
Board Approval: <u>Deborah C. Beasly</u> Date: <u>05-10-01</u>	

BUDGET MODIFICATION: # 49

EXPENDITURES & REVENUES

Budget Fiscal Year: 00/01

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

Ln No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	20-30	76010			DCPPCOMSVCARING	60160	323,134	333,134	10,000		Pass Through
2	20-30	76010			DCPPDMGTTCGF	60350	796,118	796,188	70		Indirect @.7%
3	20-30	76010			DCPPCOMSVCARING	50320	(323,134)	(333,134)	(10,000)		CGF Cash Transfer
4	20-30	76010			DCPPDMGTTCGF	50370	(36,029)	(36,099)	(70)		CGF Indirect
5										0	
6	19	1000		9500001000		60470	1,793,799	1,783,799	(10,000)		Contingency
7	20-00	1000	1			60560	37,448,847	37,458,917	10,070		Cash Transfer
8	19	1000		9500001000		50310	26,090,097	26,090,027	(70)		F/S Svc Reim
9										0	
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									0	0	Total - Page 1
									0	0	GRAND TOTAL

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. 2. Amount requested from General Fund Contingency: \$ 10,000

3. Summary of request:

Request approval of transfer of \$10,000 to Brentwood Darlington Community Center from the General Fund emergency contingency account.

When the doors first opened in 1996, the Brentwood Darlington Community Center anticipated that ongoing operations would be paid for by user fees contributed by tenants and other users, supplemented by land-lease revenues anticipated from property to be donated by the County on which BDCC would develop affordable housing. Nearly five years later, the housing development option has vanished due to complexities of title transfer and construction challenges, and recent fluctuations in tenant agencies have caused space rental income to drop.

Today, financial reserves are near zero, fixed expenses outpace revenue income, and BDCC is in danger of closing its doors in a matter of weeks. While supporters are seeking long-term solutions to fund operations at BDCC, the short-term reality is that agencies that provide critical services to the neighborhood will be without a home and neighbors will be without services. The Brentwood Darlington Community Center is a resource that its neighbors and Multnomah County cannot afford to lose, even temporarily.

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?

N/A

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?

N/A

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 payback to contingency 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.

Please see attached

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



Signature of Department Head / Elected Official

4/30/01

Date

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

In October 1996, the Brentwood Darlington Community Center opened its doors to serve neighbors in need. Tenants that opening day included Oregon's Adult and Family Services, Portland Impact's Early Childhood Education program, and the County Health Division's Neighborhood Health Access Site to name just a few.

Today, the Brentwood Darlington Center is also home to the East/Southeast Community Court, Weed and Seed (a program to remove crime and establish economic development), the Portland Police's Southeast Precinct's Public Safety liaison services, and more. In any given week BDCC may be the venue for such divergent gatherings as a senior citizen luncheon, a support group for at-risk youth, a meeting of chrysanthemum enthusiasts, a meeting of Girl Scout troop leaders, a Ukrainian dance ensemble class, a community college GED class, a holiday observance for the Eastside Jewish Community, or just a few guys playing pinochle.

At this moment, expenses to operate the Brentwood Darlington Community Center are outpacing revenues, revenues that rely heavily on tenant income. The budget line for emergency reserves is near zero. While staffing is the single largest expenditure for BDCC, it has been maintained at the absolute minimum (1.5 FTE) in order to keep the doors of the community center open.

If payroll for staff cannot be met, there will be no one to open the doors in the morning for the agency tenants to provide their services, or to unlock the meeting rooms in the evening for community groups to gather for their activities. It is estimated that in just one week's time as many as 500 people come through the doors of BDCC. The loss of BDCC as a community resource and gathering space would be devastating.



Lisa Naito, Multnomah County Commissioner District 3

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5217
FAX: (503) 988-5262
Email: lisa.h.naito@co.multnomah.or.us

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Commissioner Lisa Naito

DATE: April 27, 2001

SUBJECT: Budget Modification **CFS #49**

I. RECOMMENDATION/ACTION REQUESTED: The Brentwood Darlington Community Center is requesting one time only bridge funding of \$10,000 from the County's General Fund Contingency.

II. BACKGROUND ANALYSIS: In October 1996, the Brentwood Darlington Community Center (BDCC) opened its doors to serve neighbors in need. Tenants that opening day included Oregon's Adult and Family Services, Portland Impact's Early Childhood Education program, and the County Health Division's Neighborhood Health Access Site to name just a few. Today, the Brentwood Darlington Center is also home to the East/Southeast Community Court, Weed and Seed - a program to remove crime and establish economic development, the Portland Police's Southeast Precinct's Public Safety liaison services, and more. In any given week BDCC may be the venue for such divergent gatherings as a senior citizen luncheon, a support group for at-risk youth, a meeting of chrysanthemum enthusiasts, a Ukrainian dance ensemble class, a community college GED class, or a holiday observance for the Eastside Jewish Community.

As first envisioned, the operation of Brentwood Darlington Community Center would be self-sustaining. Income would be generated through tenant user fees, and through land-lease revenues from property donated by the County. BDCC expected it would be the catalyst for a new development on the donated property that would bring affordable housing into the neighborhood, and generate a stream of income. BDCC opened its doors in 1996 fully believing they would be self sufficient with two primary sources of revenue income.

After three-plus years of investigation into the feasibility of a housing facility it became apparent that the project was not practicable. Based on the complexities of title transfer and construction challenges, BDCC relinquished the role of housing developer in lieu of a one-time request for funding support.

In the natural course of landlord-tenant relationships, BDCC has lost tenants and gained tenants; tenants that fulfill the BDCC mission of providing services needed in the neighborhood. Now that BDCC is nearly five years into its operation, the pool of potential tenants that meet BDCC criteria and have space rental budgets is nearly exhausted.

In fact, operating revenues have never been on par with expenses. The BDCC Board has been actively exploring options for attaining self-sufficiency, but lack of adequate staffing has hampered efforts. At the same time BDCC finds itself with its financial reserves nearing zero.

While the doors remain open for the moment, the facility is literally weeks away from having to close, ending the critical services its tenants provide. The Community Court would have no home in southeast Portland. Twice-weekly senior citizen luncheons would be cancelled. Children served by Early Head Start would have no place to play. The Brentwood Darlington Community Center is a resource that its neighbors and Multnomah County can not afford to lose.

III. FINANCIAL IMPACT: Budget Modification **CFS #49** reduces the General Fund Contingency by \$10,000.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: This request does not resolve the issue regarding long term financial stability and the viability of the agency as a going concern.

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VII. OTHER GOVERNMENT PARTICIPATION: N/A



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BILL FARVER
PAULINE ANDERSON
SERENA CRUZ
LISA NAITO
LONNIE ROBERTS

BUDGET & QUALITY
MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD
4TH FLOOR
PORTLAND, OR 97214
PHONE (503) 988-3883

TO: Board of County Commissioners
FROM: Julie Neburka, Budget Analyst *JN*
DATE: May 2, 2001
RE: Community & Family Services bud mod 49, requesting \$10,000 from the General Fund contingency for the Brentwood-Darlington Community Center.

Commissioner Naito is requesting \$10,000 from the General Fund contingency on behalf of the Brentwood-Darlington Community Center, which is in danger of closing its doors temporarily due to lack of funding. This non-profit community center houses the Southeast Community Court, Early Head Start, and other community programs and organizations. The center derives its operating funds in large part through tenant rental revenues and at present does not have enough tenants to cover its operating expenses. It is expected that the center will be able to pay for its ongoing expenses once new tenants have leased space in the building; however no new leases have been signed to date.

This request is an appropriate use of the General Fund contingency, as it is a one-time request for an unanticipated emergency. It is not, however, the first time that the Board has provided emergency funds to the Brentwood-Darlington Center. During the FY 2000 budget process, the Board approved \$35,000 in one-time operating expenses for the center.

The Brentwood-Darlington Center's budgeted monthly expenses are about \$8,600, so this emergency request could be expected to cover about one month of the center's normal operating expenses. It is unclear whether or not one month will allow enough time for the center's board to recruit new tenants or make other financial arrangements. It is not known what the center will do should the County's one-time appropriation run out before a financial solution has been identified. Absent additional information, it is difficult to ascertain whether or not this request provides adequate funding to solve this temporary problem.

As of May 2, 2001, the General Fund contingency contains \$1,793,799. Approval of this request would reduce the amount to \$1,783,799.



6651 SW Capitol Highway | Portland, Oregon 97219 | 503.245.6219 | fax 503.245.6603
federation@jewishportland.org | www.jewishportland.org

8 May 2001

To: Whom It May Concern

From: Charles R. Schiffman, Executive Vice-President

Re: Multnomah Co. Budget Modification CSF49

I am writing this letter in support of a \$10,000 grant from the general Contingency Fund to assist the Brentwood-Darlington Community Center. The Center is a valuable community asset for people of all ages and backgrounds, and the health and soundness of the Center is vital for the Eastside community.

Having attended and participated in a number of events at the Center, I know how important it is, and I urge your positive consideration for this grant. The amount is relatively small, but will do a world of good.

Thank you for your kind attention to this matter.

PRESIDENT
Priscilla Kostiner

VICE PRESIDENT
Jeffrey Nudelman
Rita Philip
Jerry Sadis
Robert Shlachter
Michael H. Simon

TREASURER
Linda Velman

2001 CAMPAIGN CO-CHAIRS
Jerry Sadis
Fred Harwin

EXECUTIVE
VICE-PRESIDENT
Charles R. Schiffman

CAMPAIGN DIRECTOR
Laurie Rogoway

BOARD MEMBERS
Elly Adelman
Henry Blauer
Serge D'Rovencourt
Dick Davis
Linda Georges
Eve Hess
Rabbi Daniel Isaak
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Miles Newmark
Irv Potter
Gayle Romain
Eric Rosenfeld
Stan Rosenfeld
Jack Schwartz
Janice Shainsky
Marshal Spector
Hershal Tanzer
Steven Ungar
Howard Wasserteil
Paul Zimmerman

THE FEDERATION-AGENCY FAMILY:
UNITED IN BUILDING OUR COMMUNITY

Constituent Agencies:
B'nai B'rith Camp Association, Circle of
Life Preschool, Portland Jewish
Academy, Jewish Family and Child
Service, Mittleman Jewish Community
Center, Oregon Jewish Museum,
Oregon Board of Rabbis
Robinson Jewish Health Center
Member of:
United Jewish Communities, Jewish
Council for Public Affairs, United Way of
the Columbia-Willamette



The Eastside Jewish Community of Portland
Post Office Box 86622 Portland, OR 97286
Message Telephone: (503) 284-6859

May 9, 2001

To: Board of County Commissioners
Multnomah County

From: Paul S. Frank, President
Eastside Jewish Community of Portland

Re: Budget Modification CSF 49

Good morning Chair Farver and members of the Board. My name is Paul Frank. I am president of the Eastside Jewish Community of Portland, also known as the EJCoP. It is a 501(c)(3) non-profit organization that was founded about 10 years ago. We are totally a volunteer organization. I retired from Multnomah County about two years ago after serving 28 years as a Parole and Probation Officer in Oregon. I believe I have a good grasp in evaluating the importance and effectiveness of "helping" agencies and organizations in our community. I am here today to lend our support to CSF 49, a request to grant the Brentwood-Darlington Community center \$10,000. from the General Contingency Fund. The community center is vital to the well being of the Brentwood-Darlington neighborhood and the community at large. It is also a 501(c)(3) organization and exists on a barebones budget. Its staff, Mary Davis, Executive Director and Roxann Duncan, Senior Events Coordinator, do a great job keeping the facility going.

EJCoP considers the community center to be our home. We hold about 15-20 events there annually. Our organization has about 60 household memberships with approximately 100 members and serves another 25-30 households annually. Approximately 20 are senior citizens. We call them honored elders and they are between 70 and 101 years of age. The community center has no steps thus it allows those who are physically challenged to participate in our community. We also serve about 15-20 children and we consider the community center to be a safe facility in which to hold our events.

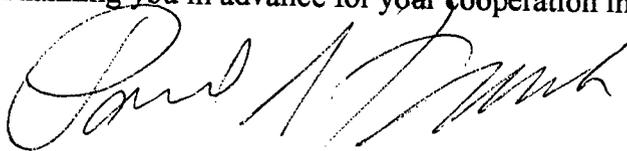
I have been to the community center scores of times during the past few years and know it serves a multitude of agencies and organizations. It serves Meals on Wheels to seniors, distributes food from the Oregon Food Bank, is a safe haven for children in the neighborhood, houses the Community Court and is a drop in station for officers of the Southeast Precinct of the Portland Police Bureau. In addition to housing Portland Impact Early Childhood Education and Early Headstart, groups such as the Girl Scouts, Parents Without Partners, Committed Partners

For Youth, and the Ukrainian American Cultural Association utilize this facility. At least four faith based organizations use it. Last month, it was the central meeting place to kick off the Community March Against Hate that let everyone know that hate related acts or crimes would not be tolerated in this neighborhood.

In essence, this community center desperately needs and deserves your support. I strongly urge the passage of Budget modification CFS 49 and also hope during this budget planning season you earmark significant funding for Brentwood-Darlington community Center on an annual basis. It is the heart of this neighborhood and is in need of your assistance.

As I close, I would also submit a letter from Charles Schiffman, Executive Vice President of the Jewish Federation of Portland which also supports and encourages passage of CSF 49.

Thanking you in advance for your cooperation in this matter.

A handwritten signature in cursive script, appearing to read "Paul A. Smith". The signature is written in dark ink and is positioned below the text "Thanking you in advance for your cooperation in this matter."

BRENTWOOD-DARLINGTON COMMUNITY CENTER

USER GROUPS QUANTIFIED

BDCC Programs:

Program/Agency	Target Group(s)	Numbers Generated
Senior Lunch	Residents 60+ and other age groups	12-15 x 2 per week
Community Basket	Low income households in B-D, Lents and No. Clackamas	75-100 per month

Tenant Agencies/Programs:

Program/Agency	Target Group(s)	Numbers Generated
Portland Impact Early Childhood Ed.	Children 0-3 and parents/guardians	40+ per week
Volunteers of American, Early Head Start	Children 2-4 and parents/guardians	20+ per week
M.F.S., GEARS Community Coaches	Low income residents needing access to services	Field-based services
Portland Police Bureau, SE Precinct, Public Safety liaison services	Brentwood-Darlington neighborhood	1-3 drop ins per week, primarily field-based services
Mult. Co. District Attorney, SE Community Court	Adults who have been cited and pled guilty to low-level misdemeanor offenses	25-50 per week
Mult. Co. Aging Services	Senior and disabled residents	Not available
Oregon Dept. of Human Services, Services to Children and Families	Children requiring protective services	Not available
B-D Neighborhood Association, community meetings	B-D residents interested in community improvement	15-30 per month
Southeast Uplift, Weed & Seed Project Coordination	Programs and projects monitored, funded, coordinated via B-D/Lents W & S	12-15 per month
Mult. Co. Outer Southeast Caring Community	Schools, agencies, businesses, residents of Outer Southeast Portland	25-50 per month, plus, committees as scheduled

Day User Groups:

Program/Agency	Target Group(s)	Numbers Generated
National Asso. of Retired Federal Empl.	Retired employees organization	15-20 per month
International Refugee Center of Oregon, Katusha Support Group	Lane Middle School girls from Russian immigrant families	30+ per week
IRCO, Asian Family Center, Asian Girls Leadership group	Lane Middle School girls from Asian or Asian-American families	15-20 per week
Boys and Girls Aid Society, Girls Leadership And Development (GLAD)	Leadership development for Lane Middle School students	30-40 per week
Mult. Co. Sun Initiative, Lane Partners	Agencies located at Lane Middle School SUN Site: Lane Admin., GEARS, Mult. Co. School-based Health Clinic, Mult. Co. Maternal and Child Health Team, Portland Parks & Rec., BDCC	12-20 twice a month
Pinochle players-informal card group	Local residents	4-20 x 3 per week
Mult. Co. Health Dept., WIC Meetings	Field staff	50-60 per quarter

Evening User Groups:

Program/Agency	Target Group(s)	Numbers Generated
Columbia River Council of Girl Scouts	Troop leader meetings	12-20 per month (+children)
Committed Partners for Youth	Support group for at-risk youth, 6 th to 12 th grade	50+ x 2-3 per month
Portland Chrysanthemum Society	Mum enthusiasts	10-20 per month
Eastside Jewish Community of Portland	Faith-based organization	15-30 per month
ROSE Community Development, Child Care Neighbor Network, Time Traders	Affordable housing and community development	15-30 x 2-3 per month
Parents Without Partners, Orientation and Meetings	Single parents	6-30 per week
ACORN, Organization Meetings	Member based community activist group	10-20 per month
Southeast Providers Organization	Child care providers association	40-60 per month

Ukrainian American Cultural Asso., Volya Dance Ensemble Classes	Children and young adults	5-15 per week
Portland Community College, GED Classes, Summer Session Only	Adults 19 and older	8-20 per week

Week-end Groups:

Program/Agency	Target Group(s)	Numbers Generated
Rose of Sharon/New Image	Faith-based organization/Support group for recovering addicts	4-12 per week
The Potter House Christian Fellowship Church	Faith-based organization	Weekly
Pauline Grace Body of Christ Church	Faith-based organization	Twice per month
Columbia River Organ Council	Theater organ players association	12-25 twice a year
Eastside Jewish Community of Portland	Faith-based organization	15-40 per Jewish holidays



MULTNOMAH COUNTY OREGON

COUNTY COMMISSIONERS

BILL FARVER, ACTING CHAIR
PAULINE ANDERSON, DISTRICT #1

SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

Department of Support Services

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD. 4TH
FLOOR
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MENTAL HEALTH SYSTEM REDESIGN PROJECT ANALYSIS OF RISK ISSUES May 10, 2001

I. Introduction

State law allows counties to establish and operate community mental health and developmental disabilities programs, or to contract with a public agency or private corporation to operate a community mental health program.ⁱ If it is established, a community mental health (CMH) program must provide basic services per the rules of the Mental Health and Developmental Disability Services Division.ⁱⁱ

Multnomah County's community mental health program (CHMP) is a very complex system.ⁱⁱⁱ Recent studies and reports have described the system components and interrelationships of various stakeholders. Issues of cost shifting and risk sharing have been discussed among the stakeholders for many years.

The recommendations of various studies resulted in the Multnomah County Board of Commissioners adopting a Resolution on December 7, 2000. The Resolution asks the Director of the Department of Support Services to present a report to the Board regarding options for Multnomah County to bear the financial risk related to the operation of a mental health organization, including estimates of the cost of reinsurance.

II. Risk Background

The overarching characteristic of the financial risk of operating the CMHP is that if the County decides to operate such a program, the County becomes the primary risk-bearer. If the County does not choose to operate the CMHP, the responsibility to provide services and the financial risk remains with the State. If the County chooses to be the Mental Health Organization, the County implicitly accepts the ultimate financial risk of the cost of the system.

The County has experienced this phenomenon in the past, when various system components have faced imminent financial collapse and approached the Board for financial assistance. Having made the decision

to operate the system, the County has, in the past, recognized that when secondary risk-bearers become financially insolvent, something must be done to keep providing the necessary services.

At various times in the past, the County has also been a secondary risk-bearer for varying portions of the financial operation of the CMH system. For example, prior to 1996, outpatient treatment was provided on a fee-for-service basis. The County directly bore the risk that service fees would exceed the available budget.

When CAAPCare began, the County negotiated contracts with networks of mental health providers to provide services in exchange for a percentage share of the "premium" (reimbursements from Medicaid through the Oregon Health Plan) received by the County without regard to the actual services provided to each client. The risk of cost overruns -- providing more service than expected -- shifted from the County to the providers. However, changes to the Oregon Health Plan and other factors expanded the size of the eligible population, causing more utilization than providers expected. The providers now have more clients and more claims than previously projected based upon the predetermined premium share. The system is now providing more outpatient services than ever before and inpatient services (hospitalizations) have also increased.

At the present time, outpatient providers, the County, and the crisis triage center have no direct financial incentive to keep patients out of inpatient care since the hospitals are the primary risk-bearers for inpatient service costs. In fact, due to the premium share arrangement and a lack of a vertical integration for services, there may be an incentive to shift clients into levels of care, for which the provider has no financial obligation, like sub acute or Inpatient treatment. As a result, the number of admissions and the length of stay once in the hospital have risen in the past year.

Under the current model the hospitals bear the primary financial risk for inpatient services, not the County. If the hospitals' percentage share is inadequate compensation for their inpatient services, the hospitals suffer a loss. At this time, 21.6 percent of the "premium" is paid into a hospital pool, which in turn is prorated to individual hospitals based upon the number of eligible days provided. This arrangement effectively shields the County from the financial risk of inpatient hospital costs. However, the hospitals are unhappy with this arrangement. With more admissions and longer lengths of stay their average daily rate has continued to decline. The money that the hospitals receive per enrolled member is fixed and if members use more than the fixed amount, hospitals may not recover their actual costs. This financial arrangement is compounded by the increasing cost of medical services such as prescription drugs, etc. It is unlikely that the hospitals will continue to assume the risk in the future. The County is currently negotiating with the hospitals for a different payment arrangement that will at least share some of the financial risk.

III. Risk Analysis

The cost drivers for this system are similar to any health and welfare benefit plan, including; access and control, benefit coverage, cost containment features, demographics, location, stability, and utilization. Unusual cost drivers for this system are; mandated benefit coverage, fluctuating and unpredictable enrollment, the variability of rates and funding disbursed by the State, the possibility of eligibility changes in the Oregon Health Plan, the lack of less expensive alternative resources, and the already over-utilized system.

Any analysis of the financial risk of this complex system is constrained by serious limitations in the accuracy and timeliness of data on the utilization and operation of the system. Other constraints include: unpredictable variations in the population being served, eligibility and rate changes in Oregon Health Plan, providers entering and leaving the marketplace and the impact of possible new legislation on services and eligibility for the Oregon Health Plan.

The financial risk to the County from operating this system can be described as the likelihood that system costs will exceed system revenues. A quantitative risk analysis would consist of identifying all of the County's financial obligations for this system and then analyzing the past magnitude and variability of these costs. In a stable system, a quantitative analysis would provide a good deal of confidence in predicting the future performance of the system. However, this system is unstable and is going through a redesign process. Cost drivers that are outside the control of the County continually impact the system's financial performance in significant and unpredictable ways.

IV. Incentives

The Board Resolution directs that the future MH/DD will "manage risk in such a way as to provide incentives that reward the attainment of positive outcomes, including reduced hospital stays, coordinated care, and other goals..."^{iv} Examples of incentive arrangements to reduce inpatient services include:

- ✓ A shared-risk pool between the outpatient providers and the hospitals wherein both entities share the benefits or liabilities of the hospital use rates.
- ✓ Outpatient incentive pool whereby the outpatient network receives a share of the savings when hospital utilization rates are less than the target projection.

Other ideas that have been suggested to limit the system's financial variability include:

1. a prospective cost-sharing approach that contains vertical accountability for service costs among all provider levels, including the County, and
2. a mental health benefit program that can utilize traditional cost containment features, such as gatekeepers, along with nontraditional approaches to reducing inpatient hospitalization.

V. Reinsurance

The County checked the insurance market to see if reinsurance, specific or aggregate stop-loss coverage, is available to minimize the potential for catastrophic cost overages. Reinsurance is a form of risk transfer via an insurance policy that is used to provide more financial certainty over time. Reinsurance is not a funding mechanism, but a means to mitigate financial risk based upon the statistical probability of total expenses exceeding total funding. The County, through its consultant, contacted three markets by phone and sent a Request for Proposal to three additional carriers. Of the six carriers contacted two indicated they were not interested, one was not licensed in Oregon and the other three declined to quote citing the

volatility of this segment of the market. At this point our consultant believes that it is very unlikely that anyone will bid on this insurance coverage.

VI. Reserves, Claims Payable (IBNR) and Fund Balance

In order to reduce the uncertainty of the ultimate financial performance of the system and maximize the probability of obtaining reinsurance, three self-funded accounts should be established and maintained:

1. Accrued Eligibility or Unearned Premium Reserve/ Fund Balance

This type of reserve is a function of eligibility, claim costs, trends, and benefit levels. Its purpose is to recognize that if uncontrolled cost drivers, such as the penetration rate, inpatient days or units of service go up, then systems costs will increase. This will provide an annual stopgap measure for a fluctuating population. CAAPCare has already established a reserve of this type in the form of an operating surplus that is carried over from year-to-year as beginning working capital. The County estimates that we will have approximately \$3 million in Fund Balance at June 30, 2001. This reserve is approximately 11% of the total revenues received and should be maintained at this level.

2. Incurred But Not Reported (IBNR) Claims Payable

This Claim Payable is a function of current claim costs and is based on claims administration and plan design. It recognizes that there are always claims outstanding at the end of a fiscal year that have not yet been processed. The costs have already been incurred, but the exact amount is not yet known, so a claims payable must be established to pay those claims in the next fiscal year. CAAPCare books a financial liability at fiscal year end for IBNR's. The IBNR claims payable at June 30, 2001 is estimated to be \$3.4 million. These payables are required to be expensed by generally accepted accounting principles and can not be used for any other purposes.

3. Reserves

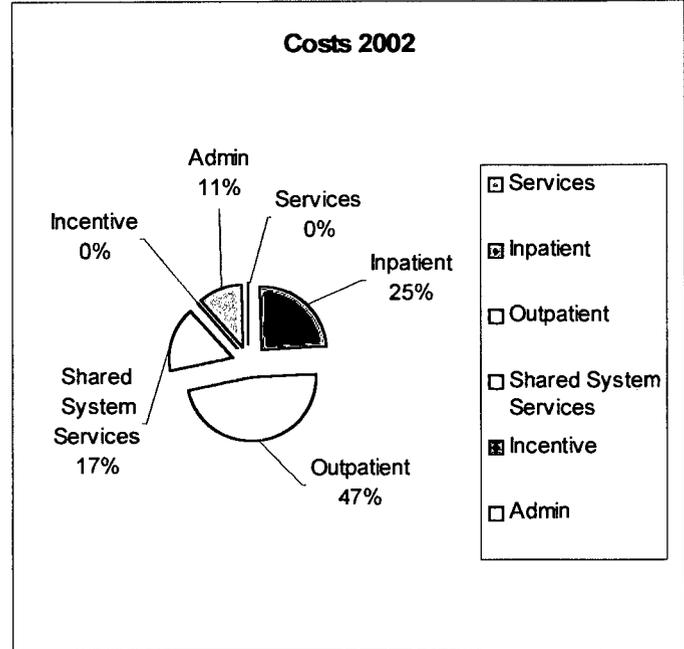
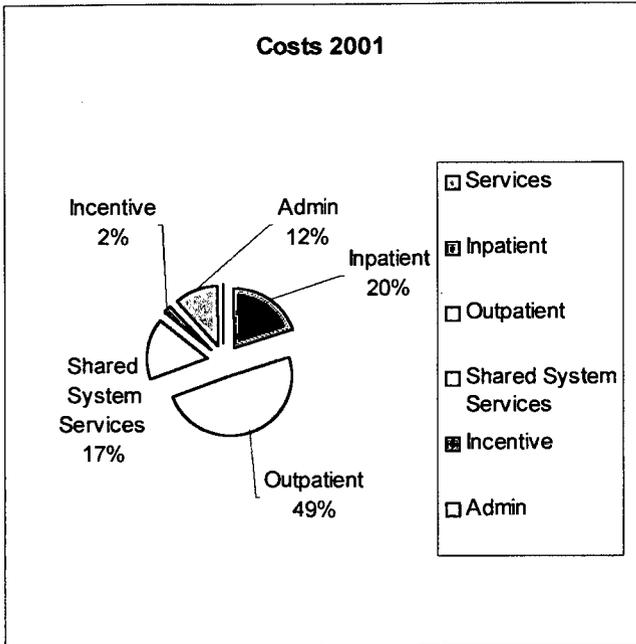
This reserve is used when actual claims experience exceeds the predicted claims experience in the current year. It is the rainy-day conservative fund. This reserve fund would address those issues that could not be statistically predictable such as new legal mandated benefits, surges in utilization and costs. The State required reserve of \$250,000 is already established within the enterprise fund for the MHO in unappropriated ending balance. The amount of the reserve was determined by the State. It is our recommendation that this reserve remain intact.

The maintenance of adequate reserves, fund balance, claims payable and stable on-going funding for this program will effect the County's ability to cost-share with providers. Because reinsurance is not available, then self-insurance at the highest margin will be necessary to minimize the occurrence of financial emergencies and provide a level of long-term financial stability to the system. Increasing and or maintaining the reserves and fund balance is the best way to accomplish this objective.

VII Costs

The following chart and table show the current estimated costs and projected costs based on the current system with hospital payment at a daily rate and shared revenues continuing at their current rate. Based on these assumptions the costs are projected to increase by 5%. However, based on current discussions the

entire system is being revamped and the anticipated structure of the new system will drive the risk to the County. Until the system is designed, we will not be able to provide detailed financial costs. A significant risk consideration is that the cost of medical services is increasing at double digit inflation.



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As part of the financial risk analysis, we are attempting to determine whether or not the FY02 budget for emergency care (emergency holds pending commitment and transfer to State jurisdiction) is adequate or may experience overruns. Based on recent experience, there have been overruns and the funding has not been adequate. This does not include people on the State Hospital waiting list, just emergency holds. The number of people on holds increased by 11%, but the length of stay (LOS) also increased. This is primarily the result of the judge putting more people on "14-day diversions." This has resulted in a 14% increase in the LOS.

	98-99	99-00	Increase
The # of hospital days has increased	11,994	14,601	22%
Total # of investigations of persons on hold	2,628	2,908	11%
The average # of days on a hold	4.56	5.2	14%

The County already bears "risk" for emergency hold costs and has experienced the financial risks that occur with fluctuating commitments, changes in alternatives to hospital care, and the changes in Oregon Health Plan enrollment. A redesign of the mental health system should have a positive impact on the managed care voluntarily committed clients as well as the involuntarily committed person. It will be important to monitor the impact system change has on emergency holds.

VIII. Recommendation

We recommend that we negotiate system changes to share the risk between the County, the hospitals and the providers, including integration of risk, so financial incentives do not drive inappropriate levels of care for the client.

As we have observed with the over-utilization of the inpatient care system, risk sharing is a necessary system constraint to avoid uncontrolled or inadvertent cost shifting within various system components. This option will require stakeholder participation in system changes to:

- ◆ provide financial incentives to reward the attainment of positive outcomes, such as reduced hospital stays;
- ◆ integrate cost containment features into system operations;
- ◆ promote better data integration and better collection of specific cost items, demographics, etc.; and
- ◆ develop less costly resources, such as step-down facilities that reduce hospital days and other alternatives to acute care.

IX. Next Steps

Capitation Rate Review: The County should work with an actuary to determine how our current capitation rate compares to other plans. This will give us an independent assessment of the scope and size of the system that the County can afford. It will also help in the design of the system by framing the expectations and capacity of various treatment levels for the mental health system redesign.

Business Model Risk Analysis: Once a new business model is proposed an actuarial review can help the County better assess the risk associated with the new model, anticipate Inpatient and Outpatient costs, and identify the pros and cons of various funding mechanisms. An actuary can also advise on the level of risk reserve needed based on the risk model proposed. This will be especially important because stop-loss or reinsurance is not available. Reassessing the risk reserve is essential.

ⁱ ORS 430.620

ⁱⁱ ORS 430.630

ⁱⁱⁱ Final Report by the Technical Assistance Collaborative, Inc., November 20, 2000, page 2.

^{iv} Resolution No. 00-194, Board of County Commissioners for Multnomah County, Oregon, December 7, 2000

MEETING DATE: MAY 10 2001
AGENDA NO: B-2
ESTIMATED START TIME: 11:10
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Update on implementation of the Animal Control Task Force Recommendations

BOARD BRIEFING: DATE REQUESTED: May 10, 2001
REQUESTED BY: Gary Hendel
AMOUNT OF TIME NEEDED: 15 minutes

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: DSCD DIVISION: Administration

CONTACT: Gary Hendel TELEPHONE #: x87387 x234
BLDG/ROOM #: 324/AC

PERSON(S) MAKING PRESENTATION: Gary Hendel

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Update on implementation of the Animal Control Task Force Recommendations.

MULTNOMAH COUNTY
COMMUNITY DEVELOPMENT
01 MAY - 1 PM 5:36

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: *M. D. [Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY ANIMAL CONTROL

TASK FORCE FINDINGS

**WITH
SUPPLEMENTAL MATERIALS**

*SUBMITTED TO
THE BOARD OF COUNTY COMMISSIONERS*

EXECUTIVE SUMMARY

JUNE 29, 2000

COGAN
OWENS
COGAN

EXECUTIVE SUMMARY

The Multnomah County Board of Commissioners appointed a citizens' advisory task force in November, 1999 to review Multnomah County Animal Control (MCAC) services and to make findings about these services. The consulting firm of Cogan Owens Cogan, LLC (COC) was retained to facilitate the Task Force, assist with public involvement, and conduct associated research. The Task Force's primary charges were to:

1. Prioritize the current mix of MCAC services under the current budget;
2. Identify an ideal animal control system and associated costs for Multnomah County; and
3. Identify possible funding options for an ideal system, with consideration of pros and cons for each option.

The Task Force met from November, 1999 to June, 2000. Chaired by veterinarian Dr. Robert Murtaugh, Dove Lewis Emergency Animal Hospital, the Task Force heard public comments at its eight regular meetings and at a special meeting June 7th. In order to solicit broader public opinion on MCAC services, two public events solely dedicated to this purpose also were held – a March 7th public workshop/open house, and a May 17th public meeting. At the May 17th public meeting, draft findings were presented and discussed. Reports of both events, including testimony, are available under separate cover. COC researched model agencies and humane societies nationally and compared characteristics to MCAC. This report is also available under separate cover. A list of Task Force members is attached to the findings report.

Task Force Findings:

Regarding Charge #1, *prioritization of services under the current budget*, Task Force members find that priority services include the following elements which support the agency's efforts in striving for zero euthanasias for adoptable animals:¹

- 1.1 **Improve community education.** The Task Force puts the highest value on educational programs that: prevent animals from being brought to the MCAC shelter in the first place, return lost animals to their owners, find homes for animals which do enter the shelter system; and provide clear information about relevant laws, penalties and responsible pet ownership.
- 1.2 **Gain compliance with County animal control ordinances and state laws.** This high-priority service area relates to public awareness of relevant laws, but is more specific to enforcement of these laws regarding responsible pet ownership, field operations, the complaint, mediation, and hearings processes.

¹ MCAC should take the lead in defining adoptable in consultation with veterinarians and other related community organizations.

- 1.3 **Maintain an accessible, healthy and humane shelter environment.** Task Force members find that it is a high priority that an accessible, healthy and humane shelter be maintained for animals, owners and the interested public that use MCAC services.
- 1.4 **Establish method for citizen input.** A method for citizen input that is clear, accountable, responsive and demonstrates respect for public comment and involvement should be established.

Regarding charge #2, in addition to current services described above, the Task Force finds that an ideal animal control agency should include the following elements that support MCAC efforts in implementing actions to reach a goal of zero euthanasias for adoptable animals.²

- 2.1 **Develop and maintain excellent community information and education programs.** As in priority 1.1, public awareness and related marketing activities that promote use of MCAC services including the web site, billboards, newspaper articles and advertisements. Television, cable and radio programs, and presentations to schools should be maximized. Educational programs should be conducted in collaboration with other community organizations, including veterinarians, and should ideally begin before pet ownership.
- 2.2 **Improve the complaint and enforcement process.** The Task Force finds that an ideal animal care and control agency: retains a sufficient number of trained personnel; realizes immediate response to calls and same-day investigation of critical situations; and has sufficient facilities for these functions. Chapter 13 ordinance revisions are made and an updated complaint guide and form is produced.
- 2.3 **Coordinate return-to-owner, adoption and foster programs with other providers.** MCAC efforts are coordinated with other community services to enhance effectiveness, reduce operational inconsistencies among providers, and share and link information.
- 2.4 **Create and maintain an accessible, progressive, healthy and humane shelter environment.** Similar to priorities for existing services, a progressive, high-quality and humane shelter environment is essential in an ideal system.
- 2.5 **Provide sufficient staffing, management and training.** Adequate staffing and training are necessary to best provide needed services and a top-quality, compassionate shelter environment. Elements include ongoing training for staff and volunteers and ensuring that the agency name and mission statement reflect current community values.
- 2.6 **Establish a clear method and process for citizen input.** A method and process for citizen input that is clear, accountable, responsive and demonstrates respect for public comment and involvement is maintained.

² MCAC should take the lead in defining adoptable in consultation with veterinarians and other related community organizations.

2.7 Coordinate kennel space. Kennel space is coordinated with other shelters, community groups and foster parents to maximize available space for impounded animals.

While members of the Task Force made a considerable effort toward identifying possible funding options of an ideal system, a detailed study of the costs and budget of an ideal system is beyond the scope of this report. A comprehensive approach as to how funds should be raised is still needed. Costs of certain elements of an ideal system have been estimated by MCAC staff and are included in the full Task Force findings.

Regarding Charge #3, possible funding options for an ideal system, the Task Force finds that the following funding solutions should serve as a base for further studies regarding their viability and potential revenue. A starter list of pros and cons regarding the use of public funds, user fees, public/private partnerships and legislative proposals is included in the full Task Force findings.

- 3.1 Public funds and strategies.** Adequate allocation from the general fund should be appropriated to support MCAC mandates, including enforcement and protection of public health and safety. General fund compensation by license renewal fees should be continued.
- 3.2 User fees.** Fees would provide additional revenue to augment general fund contributions from sources such as partnerships with private companies and organizations, user fees for training and counseling, increased fees and fines.
- 3.3 Private/public partnerships.** Partnerships are recommended to provide additional revenue to augment general fund contributions for enhanced services. Efforts should be coordinated by a nonprofit corporation such as Friends of the Shelter.
- 3.4 Legislative and other considerations.** Suggestions are intended to provide additional revenue to augment general fund contributions for enhanced services and include commercial breeder licensing, voluntary tax refund donations, 'designer' license plates and a pet food tax, with waivers.³

³ The Task Force voted to recommend continuing to explore the pet food tax as an option though they were not unanimous on this finding.



MULTNOMAH COUNTY ANIMAL CONTROL

TASK FORCE FINDINGS

*SUBMITTED TO
THE BOARD OF COUNTY COMMISSIONERS*

JUNE 29, 2000

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OWENS
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Task Force Findings:

Regarding Charge #1, prioritization of services under the current budget, Task Force members find that priority services include the following elements which support the agency's efforts in striving for zero euthanasias for adoptable animals:¹

- 1.1 **Improve community education.** The Task Force puts the highest value on educational programs that: prevent animals from being brought to the MCAC shelter in the first place, return lost animals to their owners, find homes for animals which do enter the shelter system; and provide clear information about relevant laws, penalties and responsible pet ownership.
- 1.2 **Gain compliance with County animal control ordinances and state laws.** This high-priority service area relates to public awareness of relevant laws, but is more specific to enforcement of these laws regarding responsible pet ownership, field operations, the complaint, mediation, and hearings processes.

¹ MCAC should take the lead in defining adoptable in consultation with veterinarians and other related community organizations.

- 1.3 **Maintain an accessible, healthy and humane shelter environment.** Task Force members find that it is a high priority that an accessible, healthy and humane shelter be maintained for animals, owners and the interested public that use MCAC services.
- 1.4 **Establish method for citizen input.** A method for citizen input that is clear, accountable, responsive and demonstrates respect for public comment and involvement should be established.

Regarding charge #2, in addition to current services described above, the Task Force finds that an ideal animal control agency should include the following elements that support MCAC efforts in implementing actions to reach a goal of zero euthanasias for adoptable animals.²

- 2.1 **Develop and maintain excellent community information and education programs.** As in priority 1.1, public awareness and related marketing activities that promote use of MCAC services including the web site, billboards, newspaper articles and advertisements. Television, cable and radio programs, and presentations to schools should be maximized. Educational programs should be conducted in collaboration with other community organizations, including veterinarians, and should ideally begin before pet ownership.
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- 2.3 **Coordinate return-to-owner, adoption and foster programs with other providers.** MCAC efforts are coordinated with other community services to enhance effectiveness, reduce operational inconsistencies among providers, and share and link information.
- 2.4 **Create and maintain an accessible, progressive, healthy and humane shelter environment.** Similar to priorities for existing services, a progressive, high-quality and humane shelter environment is essential in an ideal system.
- 2.5 **Provide sufficient staffing, management and training.** Adequate staffing and training are necessary to best provide needed services and a top-quality, compassionate shelter environment. Elements include ongoing training for staff and volunteers and ensuring that the agency name and mission statement reflect current community values.
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Regarding Charge #3, *possible funding options for an ideal system*, the Task Force finds that the following funding solutions should serve as a base for further studies regarding their viability and potential revenue. A starter list of pros and cons regarding the use of public funds, user fees, public/private partnerships and legislative proposals is included in the full Task Force findings.

- 3.1 Public funds and strategies.** Adequate allocation from the general fund should be appropriated to support MCAC mandates, including enforcement and protection of public health and safety. General fund compensation by license renewal fees should be continued.
- 3.2 User fees.** Fees would provide additional revenue to augment general fund contributions from sources such as partnerships with private companies and organizations, user fees for training and counseling, increased fees and fines.
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³ The Task Force voted to recommend continuing to explore the pet food tax as an option though they were not unanimous on this finding.

MULTNOMAH COUNTY ANIMAL CONTROL TASK FORCE FINDINGS

June 29, 2000

The Multnomah County Board of Commissioners appointed a citizens' advisory task force last fall to review Multnomah County Animal Control (MCAC) services and to make findings about these services. The consulting firm of Cogan Owens Cogan, LLC (COC) was retained to facilitate the Task Force, assist with public involvement and conduct associated research. The Task Force's primary charges were to:

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CHARGE #1: PRIORITIZATION OF SERVICES WITHIN THE CURRENT BUDGET

Based upon services provided in the current budget, Task Force members find that priority services include the following elements which support the agency's efforts in striving for zero euthanasias for adoptable animals:¹

- ◆ Community education about responsible pet ownership, MCAC laws and marketing of MCAC services, including return-to-owner, adoption and fostering programs;
- ◆ Compliance with Multnomah County Chapter 13 Animal Control ordinances and state laws;
- ◆ Maintenance of an accessible, healthy and humane shelter environment; and a
- ◆ Clear, accountable and responsive method for public input.

1.1 Improve community education. The Task Force puts the highest value on programs that prevent animals from being brought to the MCAC shelter in the first place, return lost animals to their owners, and find homes for animals that do enter the shelter system.

¹ MCAC should take the lead in defining adoptable in consultation with veterinarians and other related community organizations.

Priority community education and related services include:

- 1.1.1 Public awareness and marketing activities to promote use of MCAC services including optimum use of the Web site, newspaper articles and advertisements, television and cable programs, radio, presentations to schools and other promotional programs.
 - 1.1.2 Providing the public with information about relevant laws, penalties and responsible pet ownership, specifically, Multnomah County Ordinance Chapter 13, Animal Control.
 - 1.1.3 Sufficiently staffed and properly trained MCAC staff to provide community relations and educational services.
 - 1.1.4 Coordination with other organizations such as the Oregon Humane Society, Animal Legal Defense Fund, Friends of the Shelter, neighborhood mediation centers and the veterinarian community.
 - 1.1.5 Promoting public awareness of the importance of spay and neuter services.
 - 1.1.6 Publicly accessible shelter in terms of hours of operation, adequate signage, a user-friendly telephone system, counseling for existing and prospective pet owners and transit service.
- 1.2 **Gain compliance with County animal control ordinances and state laws.** This high-priority service area relates to public awareness of relevant laws, but is more specific to enforcement of laws regarding responsible pet ownership, field operations and the complaint, mediation, and hearings processes. Priorities include:
- 1.2.1 Timely and appropriate enforcement of animal cruelty, neglect, and other laws; response to nuisance complaints and notice of infractions; and citations and fines.
 - 1.2.2 Sufficient number of hearings officers and facilities for timely hearings.
 - 1.2.3 Sufficient number of personnel during peak hours for the most rapid response time possible. Response time should be 24 hours on all field calls/complaints, including responses to barking nuisance complaints.
 - 1.2.4 Sufficient technical support and training for field services personnel including community relations and mediation.
 - 1.2.5 Training of hearings officers on how to solicit evidence, identify animal behavioral problems, and write effective decisions.
 - 1.2.6 Ongoing education of field office and response staff.
 - 1.2.7 Reviewing the statutory authority of Animal Control officers to enforce state animal welfare and anti-cruelty laws.
 - 1.2.8 Regular review of the effectiveness of enforcement activities and policies.
- 1.3 **Maintain an accessible, healthy and humane shelter environment.** Task Force members find that it is a high priority that an accessible, healthy and humane shelter be maintained for animals, owners and the interested public that use MCAC services. In addition, the aforementioned community education efforts should promote these activities:
- 1.3.1 Effective lost-and-found, adoption and foster services system that includes outreach locations and cooperation with community organizations including veterinarians, other professionals and volunteers that provide similar and related services.

- 1.3.2 Reliable and timely licensing and records maintenance.
 - 1.3.3 Spay/neuter services and microchipping for animal identification.
 - 1.3.4 Ongoing training for staff and volunteers on breeds identification and animal care; stress therapy as needed.
 - 1.3.5 Provision of a clearly marked, accessible, healthy and humane environment as a holding facility for stray, dangerous and impounded animals; high-quality food; high-quality ventilation systems and adequate air conditioning and heating systems; walking, grooming and obedience training to counteract depression and antisocial behavior. Hours should include evenings and weekends to increase public accessibility.
 - 1.3.6 Behavioral training/adoption counseling for existing and prospective owners.
 - 1.3.7 Provision for a humane death only when the alternatives of returning the animal to its owner, adopting or fostering it are unavailable or are deemed inappropriate due to public safety or other policy concerns.
- 1.4 **Establish a method for citizen input.** A method for citizen input that is clear, accountable, responsive and demonstrates respect for public comment and involvement should be established. Related priorities include:
- 1.4.1 Top-quality agency management that achieves optimum service delivery and public accessibility.
 - 1.4.2 Improved client services including a clear and reliable process for public comment.

CHARGE #2: ELEMENTS OF AN IDEAL ANIMAL CONTROL AGENCY AND ASSOCIATED COSTS

While members of the Task Force made a considerable effort toward identifying possible funding options of an ideal system, a detailed study of the costs and budget of an ideal system is beyond the scope of this report. A comprehensive approach as to how funds should be raised is still needed. Cost estimates for certain elements of an ideal system have been provided by MCAC staff, but they are not intended to be either comprehensive or additive.

In addition to services described in Charge #1, the Task Force finds that an ideal animal control agency includes the following elements. These elements support the agency's efforts in implementing actions to reach a goal of zero euthanasias for adoptable animals.²

- ◆ Excellent community information and education programs;³
- ◆ Improved complaint and enforcement processes;
- ◆ Strong, coordinated return-to-owner, adoption and foster programs;
- ◆ Accessible, progressive, healthy and humane shelter environment(s);
- ◆ Sufficient staff and proper training to best provide these services;
- ◆ Coordinated volunteer services both within MCAC and among other service providers.

² MCAC should take the lead in defining adoptable in consultation with veterinarians and other related community organizations.

³ Whether provided by MCAC directly or coordinated with others.

2.1 Develop and maintain excellent community information and education programs. As in finding 1.1, public awareness programs and related marketing activities that promote use of MCAC services including the Web site, billboards, newspaper articles and advertisements are high priority. Television, cable and radio programs, and presentations to schools should be maximized. Educational programs should be conducted in collaboration with other community organizations, including veterinarians, and should ideally begin before pet ownership. Other details include the following. Approximate costs for key items identified to the right.

Approximate cost⁴:

- | | | |
|-------|--|--|
| 2.1.1 | Web site maximized with up-to-date digital photographs of all intakes and foster animals and linked to other shelter and animal-oriented community programs Web sites. | Staff to photograph/maintain Web site (one position): \$35,021 |
| 2.1.2 | MCAC telephone sufficiently staffed for emergencies and non-emergencies. A "911" type number used for emergencies; callers for non-emergencies are offered information and/or referral numbers by talking to a "live" person regarding services and job and volunteer opportunities. System can receive recorded messages. Staff helps the public solve problems as an alternative to giving animals up for adoption. Staff is trained in basic mediation and informed of county services. | Telephone staff (four positions): \$140,084 |
| 2.1.3 | Media and community information strategy developed that informs citizens about responsible pet ownership and the county Animal Control ordinance. Information includes resources regarding sensitivity to neighbors and information on animal behavioral training and Chapter 13 code violations and penalties. | Education/behavioral training (one position): \$45,013 |
| 2.1.4 | Improved MCAC brochure includes descriptions of fines for ordinance violations and infractions. ⁵ | |
| 2.1.5 | "Responsible Pet Owner" sheet or brochure outlines the responsibilities of animal ownership for all newly licensed owners and owners against whom a complaint has been filed. This and other educational materials are available in the community at locations including, but not limited to, pet stores, kennels, libraries and public buildings. | |
| 2.1.6 | Establishment of a single recognized point of contact for MCAC public information/affairs gives the public a clear sense of organizational structure, roles, responsibilities and accountability. | Staff to respond to citizen input (one position – County information specialist): \$45,013 |

⁴ Provided by MCAC staff for certain elements. Not intended to be comprehensive or additive.

⁵ The complaint process subcommittee recommends that such a brochure be mailed to owners and complainants with Neighborhood Mediation's "How to Resolve Conflicts" sheet at the time a warning letter is sent to both parties to provide important information regarding the law and communication skills.

Approximate cost⁴:

- 2.1.7 A regular system for performance review and evaluation is implemented.
- 2.2 **Improve the complaint and enforcement process.** The Task Force finds that an ideal animal care and control agency would contain:
- 2.2.1 Sufficient personnel is available for around-the-clock, seven-day-per-week service, including responses to nuisance complaints and immediate response to emergencies.
- 2.2.1.1 Inconsistencies should be corrected between the MCAC ordinance and state law regarding certification of animal control officers. Roles should be clarified regarding authority of field officers and the impoundment process. Definitions and practices should be consistent with state law.
- 2.2.1.2 Field officers should be educated, trained and certified as appropriate.
- 2.2.2 Telephone staff are able to recommend resolution of issues through mediation.
- 2.2.3 Immediate (same-day) response of at least a return call on all calls.
- 2.2.4 Same-day investigation of critical situations that affect animals and people.
- 2.2.5 Maximum of 14 days between receipt of a petition form and mediation.
- 2.2.6 Basic mediation training for phone and field staff.
- 2.2.7 Mediation required prior to hearings for notice of infraction cases and citations.
- 2.2.8 On-staff mediator available or comparable mechanism in place to mediate and settle complaints.
- 2.2.9 Sufficient number of trained staff and adequate facilities are available to accommodate timely hearings. A half-time attorney and half-time hearings officer are recommended. More training for hearings officers is realized as is a review process for their decisions. Training should include how to conduct a hearing, solicit evidence, deal with animal behavior problems, and write effective decisions.
- 2.2.10 Chapter 13 revisions are made to improve the process regarding code violations and the hearings process. Revisions should provide for a timely hearings process and sanction options for violators including diversion and community service.
- Sufficient personnel for round-the-clock service; staff costs only – does not include equipment costs. Animal control officer (5), animal control aide (5), health technician (4), care technician (4), care aide (3), dispatcher (6), office assistant (6): \$1,166,758
- Additional vehicles (10) and expenses: \$750,000
- Additional computers, etc. -- \$3,000 x (10): \$30,000
- Sufficient number of officers to respond within 24 hours and with a maximum of 14 days between complaint and mediation. Animal control officer (10): \$450,130, Mediator (1): \$45,013, part-time attorney (1): \$29,580, part-time hearings officer (1): \$29,580

- 2.2.11 A revised, updated complaint guide and form that provides clear and necessary information is available.
- 2.2.12 Field officers who have witnessed a violation are required to attend all hearings, including barking nuisances, in person or through an affidavit.
- 2.2.13 Diversion classes and/or community service is available for violators who, upon successful completion, could qualify for reduced penalties.
- 2.2.14 Sanction enforcement and collection of unpaid fines is increased.
- 2.2.15 Regular audits of enforcement, mediation and other services are conducted.
- 2.2.16 Evaluation conducted with the Sheriff's Office and other relevant service providers regarding the complaint and enforcement process. Best departmental placement for Animal Control is considered.

2.3 Coordinate return-to-owner, adoption and foster programs with other providers. MCAC efforts are coordinated with other community services to enhance effectiveness, reduce operational inconsistencies among providers, and share and link information.

2.4 Create and maintain an accessible, progressive, healthy and humane shelter environment. Similar to priorities for current services, a progressive, high-quality and humane shelter environment is considered essential in an ideal system. Details include:

- 2.4.1 Return to owner, adoption and foster services that are coordinated with community organizations that provide similar and related services.
- 2.4.2 Spay/neuter and microchipping for all animals is required by ordinance before release to new owners – delayed compliance allowed if deemed medically advisable by MCAC veterinary services.
- 2.4.3 A shelter reference “library” is available that includes educational videos and lists of books on animal care and behavioral training for existing pet owners and potential adopters.
- 2.4.4 Comprehensive behavioral training, adoption counseling and grooming is available.

Approximate cost⁴:

- 2.4.5 Facilities are adequate for all programs, including spaying/neutering, grooming, etc.⁶
- 2.4.6 Lost-and-found and behavioral “hotlines” are established to help public solve animal-related problems as an alternative to giving animals up for adoption.
- 2.4.7 Clear and adequate signage is coordinated with responsible state and local transportation departments to a new, centrally-located, transit-accessible shelter. New shelter:
\$8,000,000 plus land cost
- 2.4.8 Satellite centers and outreach locations are utilized to enhance shelter space, improve the adoption rate and advertise the foster program.
- 2.4.9 An on-staff veterinarian is retained and has appropriate equipment and facilities available. Veterinarian (1):
\$48,242⁷
- 2.4.10 A volunteer coordinator is retained and volunteers are trained, coordinated and recognized. Effective relationships built with other animal-related organizations and citizens in collaboration with other community organizations, including veterinarians. Volunteer coordinator
(1): \$52,059
- 2.4.11 Pet licensing achieves a 100% compliance rate. Consider decals for placing owners’ phone number on tag to be furnished with each license. Encourage landlord assistance for providing community education. Link list of “pet-friendly” apartments to MCAC Web site.
- 2.4.12 An incentive is created for whomever places animals in new homes (breeders, nonprofit organizations, pet stores, foster and rescue organizations) to distribute MCAC juvenile licenses free of charge. Packets include juvenile license forms, information on responsible pet ownership and could include coupons for pet-related products.
- 2.4.13 A panel of animal experts consisting of members of the public, including a veterinarian and a behaviorist, should be convened to assist MCAC with establishing criteria and policies regarding animal care, adoptability and euthanasias. Humane death is available as a very last resort.
- 2.4.14 A “want list” is developed identifying people who are looking to adopt particular breeds or types of animals. List is in database and regularly updated.
- 2.4.15 Decisions about euthanasias consider both the interests of the animal and the public interest, including fiscal policy, animal temperament and health and safety concerns.

⁶ See Spring, 1999 ASPCA Animal Watch “Shelter Dreams” article for sample depiction.

⁷ Facilities and equipment costs not included.

- 2.5 Provide sufficient staffing, management and training.** Professional management, staffing and training are in place to best provide needed services and a top-quality, compassionate shelter environment.
- 2.5.1 Ongoing training for staff and volunteers on breeds and care provided. Employee counseling/stress therapy is available upon request.
- 2.5.2 Agency name and mission statement reflect current community values, such as respect, promotion of responsible pet ownership, professionalism, safety for animals and people, public education and involvement, law enforcement and compassion.⁸
- 2.6 Establish a clear method and process for citizen input.** A method for citizen input that is clear, accountable, responsive and demonstrates respect for public comment and involvement is established.
- 2.6.1 Citizens advisory committee has clear access to and relationship with the Director.
- 2.7 Coordinate kennel space.** Kennel space is coordinated with other shelters, community groups and foster parents to maximize available space for impounded animals.

CHARGE #3: POSSIBLE FUNDING SOLUTIONS FOR AN IDEAL SYSTEM

The Task Force finds that the following funding solutions should serve as a base for further studies regarding viability and potential revenue. A starter list of pros and cons regarding these suggestions, developed from public and Task Force members' input, also is included below.

- 3.1 Public funds and strategies.** Adequate general fund allocation to support MCAC mandates, including enforcement and protection of public health and safety, is the highest priority. The general fund should continue to be compensated by license renewal fees. Public fund strategies include:
- 3.1.1 Continuing general fund allocation for basic services.
- 3.1.2 Increasing sanctions and collections. Consider a recovery system for outstanding fines similar to that of the Department of Revenue for unpaid parking fines, which are deducted from income tax refunds.
- 3.1.3 Ensuring city and other agency contributions become more proportional to use of enhanced or ideal services. Negotiate terms upon renewal of intergovernmental agreements.

⁸ Revisions to the mission statement as proposed by Task Force members are included in the supplementary materials provided under separate cover.

Pros: broad public support for Multnomah County to allocate adequate budget for basic MCAC services.

Cons: inadequate to sufficiently fund all elements of an ideal system.

3.2 User fees. These would provide additional revenue to augment general fund contributions for enhanced services. Suggestions include:

3.2.1 Partnering with private pet-related companies to create incentive-driven programs to increase license compliance, for example, registrants receive a coupon packet for pet-related goods.

3.2.2 Exploring relinquishment fees.

3.2.3 Developing user fees for behavioral counseling and/or obedience training, i.e., "ask the expert" services. Opportunities for advertising and sponsorship developed to offset costs. Service has the potential to be self-supporting or to generate revenue.

3.2.4 Increasing fees for agencies and jurisdictions that use or need MCAC services, including City and County park services and the Oregon Department of Fish and Wildlife.

3.2.5 Collecting enhanced fines or penalties for repeat violators.

3.2.6 Considering a household pet permitting system that does not compromise compliance goals and strategies.

Pros: providing additional revenue for expanded services; offset reliance on general fund; proactively involves the private sector.

Cons: costs to administer programs; fees potentially discourage responsible behavior and are generally less desirable than incentives.

3.3 Private/public partnerships. Such partnerships are suggested to provide additional revenue to augment general fund contributions for enhanced services. Partnerships should be coordinated by an affiliated nonprofit corporation such as Friends of the Shelter. Suggestions include:

3.3.1 Web site sponsorship, maintenance and collection of advertising contributions for links/hits.

3.3.2 Restaurant association involvement such as menu item contributions. Concept could be extended to other businesses.

3.3.3 Pet store involvement such as a pet toy donation add-on for restaurant menu items. MCAC could sell licenses through business participation and retail outlets.

3.3.4 Chamber of Commerce and business involvement including contribution venues in malls and businesses, fundraising events, recruitment of donated media for adoption and lost-and-found programs and contributions of a portion of profits.

3.3.5 An ongoing pledge drive or an electronic withdrawal option. For example, a \$1/week contribution could be organized by volunteers and corporate partners. Pledge forms returned could result in coupons for discounted services at businesses/pet food, etc. Pledge forms could be mailed in county mailings or with bank/credit card statements

from corporate partners. Contributors should be recognized, such as in *The Oregonian* annually during National Pet Week.

- 3.3.6 Veterinarian partnerships to expand the existing program with veterinarians to spay and neuter pets before they go home with new owners, resulting in increased compliance.
- 3.3.7 Donations – through a non-profit organization, MCAC could solicit cash and in-kind donations of needed equipment and supplies. Donation jars could be placed in public places and in the shelter.
- 3.3.8 An endowment program, again, coordinated through a non-profit organization such as Friends of the Shelter.

Pros: provides additional revenue and collaboration with local businesses to provide expanded services; proactively involves private sector through incentives rather than regulation.

Cons: must be coordinated through a nonprofit; risks diminishing MCAC staff focus on delivery of basic services.

3.4 **Legislative and other considerations.** Additional revenue to general fund contributions for basic services could be provided by:

- 3.4.1 Commercial breeder licensing.
- 3.4.2 Tax check-offs – the County could pursue a statewide initiative to have public-owned shelters receive earmarked donation from tax refunds.
- 3.4.3 Designer animal-related automobile license plates.
- 3.4.4 Pet food tax, with waivers for age, income, and other special circumstances, dedicated solely to enhanced MCAC programs.⁹ Such a program should be considered only after public/private partnerships and other strategies are explored to assist with fuller funding of an ideal agency.

Pros: a major additional revenue stream is necessary to provide the funds needed to augment general fund contributions for enhanced services. The pet food tax would provide a dedicated funding source that would not have to compete with other County priorities. The tax check-off and designer license plate concepts would be voluntary.

Cons: all proposals carry administrative costs. Opponents of the pet food tax maintain such a tax is difficult to administer, a burden on those who qualify for waivers, and creates issues of equity. Other concerns include that imposition of such a tax threatens to divide interests and potential partnerships.

⁹ The Task Force voted to recommend continuing to explore the pet food tax as an option though they were not unanimous on this finding.

**MULTNOMAH COUNTY ANIMAL CONTROL
TASK FORCE MEMBERS**

1. Dr. Robert Murtaugh, Dove Lewis Emergency Animal Hospital, Chair
2. Ilse Alban, Animal Aid, Inc.
3. Harry Ainsworth, Attorney
4. Bob Boyer, King Neighborhood Facility*
5. Dana Campbell, Staff Attorney, Animal Legal Defense Fund
6. Lt. Randall Covey, Oregon Humane Society
7. Rick Fernandez, Attorney
8. Bernie Giusto, Gresham Chief of Police
9. Roy Jay, President, Oregon Business Network
10. Phyllis Johanson, Friends of Shelter Animals
11. Garet Martin, Citizens Against Insensitive Dog Owners
12. Dr. Kim Saunders, Clinical Veterinarian and Assistant Professor, Oregon Health Sciences University
13. Patti Strand, National Director, National Animal Interest Alliance
14. Carey Theil, Campaign Organizer, Grey2K
15. Judy Wilkins, Guide Dog Users of Oregon

Subcommittees

Complaint process: Garet Martin, Dana Campbell, Phyllis Johanson, Bernie Giusto, Patti Strand
Funding: Dr. Robert Murtaugh, Bernie Giusto, Roy Jay

* Was not able to participate due to standing conflict.

*Multnomah County Animal Control
Assessment and Evaluation*

EXECUTIVE SUMMARY

National Animal Control Association
May 2000

PURPOSE STATEMENT

The purpose of this evaluation is to review the programs and operating policies and procedures of Multnomah County Animal Control and report on the effectiveness of the agency's program results, the efficiency of its operations, and the adequacy of its operating policies and procedures. The National Animal Control Association was asked to conduct the following study requirements:

- An examination of the department structure, organizational hierarchy, and command structure. Identify strengths, weaknesses and community perspectives of the current structure, morale and effectiveness.
- An evaluation of the current deployment of resources (budget, equipment, facilities and staffing) and suggested productivity improvements.
- A specific review of the scheduling and coverage requirements for the agency.
- A review of field operations, including vehicles, communications, uniforms, equipment, record keeping, enforcement and investigation procedures.
- An examination of training for both officers and their supervisors.
- Analysis of current overall operations and suggested ways of improving productivity and efficiency.
- A review of court preparation and appearance of those involved.
- An analysis of the adequacy of current levels of office automation, communication and computer support systems.
- An examination of shelter operations, including facility construction, operations, record accountability, policies and procedures, euthanasia and adoptions.
- Examination of the effectiveness of community relations, i.e., programs, volunteers, etc.
- An analysis of the mission statement for the agency and examination of the policies, procedures and workplans for each major function. Solicit from members of the governing body and members of the community.

This needs assessment was managed in seven distinct phases:

- Data Collection.
- Interviews.
- On-site observations and fact-finding.
- Analysis of data.
- Comparative analysis.
- Alternatives and recommendations.
- Comprehensive written report.

During the on-site visit, the Study Team met with representatives of the organization. These individuals were asked specific questions based on the information provided on-site and in advance of the team's arrival. Animal Control staff members identified problems and unique circumstances affecting their agency, as well as distinguishing their goals and objectives, focusing on immediate needs and long-term goals. The Study Team also met with several representatives from local organizations and the community in an attempt to determine the levels of support available for the agency to meet the citizen's demands for service.

The National Animal Control Association utilized 38 pages of workplans during the course of this study, which consisted of 409 questions and/or data gathering requirements covering 28 specific program areas. These areas include:

- Preliminary Meeting
- Organization/Staffing
- Quality of Personnel
- Structure
- Facilities
- Work Schedules
- Communications
- Records Management
- Human Resource Management
- Mission of the Department
- Community Relations
- Department Budget
- Equipment
- Computer Support
- Training Programs
- Policies and Procedures
- Employee Morale & Productivity
- Vehicles
- Uniforms
- Enforcement Procedures
- Courtroom Procedures
- Educational Material/Programs
- Interagency Relations
- Euthanasia Methods/Procedures
- Adoption Methods/Procedures
- Impound Methods/Procedures
- Occupational Safety Procedures
- Licensing Programs

These workplans incorporate standards from the following nationally-recognized humane animal organizations:

- American Humane Association
- Animal Protection Institute
- The Humane Society of the United States
- National Animal Control Association

Within some areas of the agency, standards have not yet been developed by any of the

Listed organizations. In these instances, NACA utilized "current industry trends" based on previous NACA evaluations and statistical data generated from other Animal Control/Care agencies located across the United States. Multnomah County Animal Control is currently performing at a level exceeding most Animal Control agencies, considering the limited resources that are presently being offered.

The final report includes 76 recommendations based on the Study Team's findings. These recommendations are also assigned a "priority" classification listed as follows:

- Rating #1 - An immediate need.
- Rating #2 - Should be implemented within 3-6 months.
- Rating #3 - Should be implemented within 6-12 months.

Once a decision is made on which recommendations to implement, the Environmental Services Division should require progress reports from Animal Control. The Animal Control Director might want to require monthly progress reports from his staff. The Environmental Services Director should require a follow-up review of the recommendations within six months.

EXECUTIVE SUMMARY

Quality of Personnel

The employees of Animal Control are striving to provide an acceptable level of service to the citizens they serve. Insufficient staffing levels and funding-related problems have affected productivity and performance. Complaints from citizens and increased demands for service has created some negative public perceptions of Animal Control. Since some of these protests are reasonable, many citizens (and employees alike) are left wondering about the degree of commitment County government has for their program.

Administration

This division provides "administration and centralized support for Animal Control; overseeing divisional compliance with established rules, policies and procedures; developing strategies, direction and work plans; developing and monitoring the annual budget; providing personnel management, purchasing, payroll and accounting; and directing the continuous quality improvement program and continuous education program."

At the time of this study, the Animal Control Director position was vacant. The Deputy Director was temporarily charged with overseeing Animal Control operations until the Director position is filled. It is the Study Team's understanding that a new Director was hired just prior to the release of the final report.

The review of Administration indicates that:

- The agency should develop a long-range plan that hinges on future expansion and increased service delivery.
- Animal Control should complete and introduce its new policy/procedure manual as soon as possible.
- The agency should increase its role in the budget process and research the possibility of obtaining grant monies to fund special projects, such as facility upgrades.

Many of those citizens interviewed by the Study Team expressed a desire for the agency to become "self-supporting." The Study Team is unaware of any other Animal Control agency (of comparable size) that is not funded largely by tax dollars. The following excerpt appears in the International City Manager Association's (ICMA) Management Information Report on "Local Animal Control Management," Volume 25, Number 9, September 1993:

"A good Animal Control program is a community responsibility and should be budgeted as any other program or service available to citizens. It needs to go beyond the old-fashioned approach to Animal Control services, which consisted primarily of a dog-catcher and a

pound. If the local government focuses only on operating a skeletal shelter and catching and destroying thousands of cats and dogs, animal problems will create constant headaches for local government officials, who must deal with irresponsible animal owners on the one hand, and non-pet-owners, garden clubs, parent-teacher associations, and other groups that want animals controlled on the other. Finally, poor Animal Control can become a local government liability if citizens seek redress for injury and damage caused by free-roaming animals.

The most common obstacle to establishing an effective animal care and control program - as it is to some degree for virtually all government programs - is the problem of funding. In this era of perennial budget deficits, city and county officials are often tempted to strip down Animal Control programs to the point of total ineffectiveness.

But in this area of government responsibility so vital to public health and safety, local officials should avoid shortsighted decisions."

The article also states that, "Cities and counties can manage animal-related problems in a fiscally responsible way. Animal Control can be funded partially through user fees, a deficit-reduction strategy governments apply to everything from parks to motor vehicles. Licenses for dogs and cats are the user fees of Animal Control. Dog and cat owners should shoulder much of the burden of Animal Control costs; furthermore, irresponsible dog and cat owners should be assessed the largest part of that burden.

Public officials, police departments, public health officers, and the citizens they serve in both urban and rural areas will all benefit from a comprehensive animal care and control program that reduces costs while it eliminates many other problems. General public funds need to be allotted to finance the program as necessary. However, the total program can be partially self-funded if revenues from the following sources are set aside for this purpose:

- Income from license and permit fees.
- Impoundment fees charged to persons whose animals have been picked up.
- Boarding and redemption fees charged to owners who recover their pets.
- Citation fines.
- Fees from the quarantine of animals.
- Adoption fees.
- Private donations to the local government earmarked for the animal shelter.

Moreover, Animal Control is an investment in reduced costs - monetary and otherwise - for the future."

Communications

Multnomah County's Animal Control Officers are dispatched via their own communication service. The agency is striving to provide quantitative and qualitative dispatch services to

the citizens within their coverage areas. The system and procedures for Animal Control work place unique demands on them, which require a certain degree of knowledge and patience on the part of the telecommunication staff.

Of all the areas evaluated within Multnomah County Animal Control, the communications unit was found to perform at a level which far exceeds most Animal Control agencies (typically, this is the most deficient area of any Animal Control program). In addition, the dispatch area offered the best structured training program and schedule within Multnomah County Animal Control.

Although the communications unit exceeded NACA's expectations, the Study Team felt the agency could further improve this area by:

- Hiring a professional communications consultant to evaluate its current communications center (including phone service). Such an assessment should be performed on all areas of operations to provide improved customer service, insure officer safety and to lessen the stress load of the staff.
- Acquiring an upgrade of the PetWhere program or purchasing a dispatching software program to fulfill the agency's requirements.
- Evaluating all communication equipment for functionality and provide upgrades, if necessary.

Shelter Operations

The shelter operation provides "humane, sanitary, temporary homes for lost, stray, abandoned, injured and mistreated animals; lost and found services which returns animals to their owners; the adoption of unwanted animals into new homes; operating adoption outreach facilities, foster program and volunteer program; pet licensing services; assisting the public in adopting animals, reclaiming a lost pet, processing, maintaining and updating license data; and enforcing licensing ordinances and providing animal-related information."

Within this work area, the Study Team was provided an opportunity to observe the impoundment, adoption and redemption process, sanitation and disease control, animal feeding schedules, euthanasia and shelter safety procedures. As a direct result of these observations, the Study Team has offered several recommendations to include:

- Increasing manpower levels within the Client Services area in an effort to expand weekday (including Monday) and Saturday shelter hours to accommodate the public. Shelter visitors should be polled as to their desired operating days and hours.
- Increasing the current number of kennel workers to 8 employees solely for the purpose of cleaning and feeding. Other work responsibilities (such as assisting the

public, evaluating and vaccinating animals, and recording impounded animals) will increase the agency's need for more kennel employees.

- Hiring a professional HVAC consultant to evaluate the effectiveness of the facility's air exchange system.
- An expansion of current isolation areas in an attempt to segregate sick and injured animals from the general shelter population.

Field Operations

The Field Services program provides "response and resolutions to animal-related emergencies and neighborhood problems including, but not limited to: 24-hour response to immediate public safety emergencies involving dangerous dogs; rescue of injured, sick or abused animals involving life-threatening emergencies; assistance to neighborhoods in resolving animal-related problems through education, mediation, and ordinance enforcement; impounding stray, lost or abandoned dogs; protection of the community by regulating ownership of potentially dangerous dogs; removal of dead animals from public roadways; and investigation and quarantine of animals that have bitten people."

The importance of an Animal Control operation to a community is paramount. Whether measured by the number of Animal Control personnel involved, the portion of budget allocated to field services, or the reality that the Animal Control Officer has over 10 times more public contacts than a police officer, the field officer is the mainstay of Animal Control work. The way in which these individuals carry out their duties affects not only the quality of life for animals, but also the citizens' perception of Animal Control.

The Study Team spent a total of 15 hours observing field personnel and their working conditions. Of all the areas reviewed within Animal Control, Field Operations generated the most concern (this division is currently faced with severe staffing deficiencies).

In the judgment of the Study Team, a review and assessment of Animal Control field operations indicates that the department is understaffed. Because of staffing shortages, the agency is unable to offer regular coverage on evenings, Mondays and weekends. Calls for service are allowed to "backup," frustrating the officer and the citizen who impatiently waits for them.

Data should be generated and analyzed annually in an effort to ensure the equality of district boundaries. A minimum of 1.6 field officers, per beat area and shift, should be offered in each area. Using the "calls for service" model, Animal Control should increase weekday field staffing levels to 16 officers (the "calls for service" formula has been predominately used in Animal Control work over recent years).

The Study Team was unable to determine the desired number of personnel for any evening or weekend shifts, since the lack of data for "calls for service" (specifically

emergency call-outs and complaint demand for evening and weekend coverage) prevents a definitive recommendation on shift coverage.

All calls for service should be answered before the end of the day, regardless of their nature. The practice of holding calls until the next day (or later) does not reflect well on the department's service delivery. The agency may be better served by attempting to distinguish what types of calls are selected for delayed responses, and for how long.

More efficient service delivery may be promoted by increasing manpower levels or eliminating certain types of calls.

Through the observation of field personnel and their working conditions, an insight regarding staffing levels, shift scheduling and current beat structure was obtained. With this information, matched against current industry standards, NACA's recommendations include:

- Developing a policy which defines specific service delivery tactics (such as minimum response times for certain types of calls).
- Reevaluating the current call prioritization program to assure timely response to important calls and a reasonable response to non-priority calls. Citizens should be informed of the approximate time for calls that are not critical.
- Allocating enough field positions as to ensure the needs of citizens are met without undue delays. Based on NACA's "calls for service" model, the agency should have a minimum of 16 officers on duty, for day-shift.
- With an increase in staffing levels, the agency should introduce evening and full weekend service.
- Reevaluating current service delivery regarding biting animals. A process should be developed to ensure that all bite cases are handled in a prompt manner.

Occupational Safety Procedures

An important aspect of any NACA evaluation is to review the occupational safety procedures of the agency. This analysis encompassed the field and kennel areas within Multnomah County Animal Control.

The need for this review is to not only protect the employee from injury or harm, but to also shield the employer from issues and claims directly resulting from deficiencies within this area.

During the on-site process, the Study Team was afforded the opportunity to attend safety meetings, and to meet with individual members of the agency's Safety Committee. In

addition, the Study Team was provided occupational injury/illness statistics and general safety procedures, resulting in recommendations regarding employee safety issues. Some of these recommendations include:

- Field personnel that are susceptible to risky situations or possible physical confrontations with the public should be vaccinated for hepatitis.
- Any employee that has contact with animals should be offered the rabies prophylaxis and a tetanus vaccination.
- Field officers should be issued bite sticks and pepper spray to enhance officer safety. All personnel should be certified in the use of such equipment.
- The shelter lobby area should be redesigned to isolate employees from possible assault situations. Panic buttons should be located in an area easily accessible by employees in the event of an emergency.

Licensing

Multnomah County ordinance requires that all dogs and cats over 6 months of age be licensed and vaccinated for rabies. A review of the "Multnomah County Code of Ordinances" and current licensing procedures has led the Study Team to offer only one recommendation for this work area:

- Audits should be performed to insure the integrity of licensing data entry.

Employee Attitude Survey

The Study Team conducted several interviews with Animal Control personnel. During the course of these discussions, employees identified areas of strength and weakness within their organization. All of these comments (made by personnel) appear within Chapter 8, "Employee Attitude Survey." These remarks should not be perceived as "employee grumbling," but rather as meaningful, constructive criticism which may pinpoint problems and develop solutions.

As a direct result of these interviews and a review of current employee incentive programs, the Study Team has made the following recommendations:

- Animal Control should develop a system for routinely collecting relevant information on employee grievances and disciplinary actions.
- The agency should institute (within its own organization) an annual awards program to recognize outstanding performance and contributions.
- Animal Control should introduce an employee idea program (with possible financial

incentives) to encourage new and innovative concepts in improving service delivery.

- The agency should develop a committee of line employees/managers to improve communication between both groups and stimulate the exchange of ideas.

Community/Interagency Relations

The Community Outreach, Development and Education division "provides programs encompassing pet ownership education and community outreach directed at: improving community relations; improving community awareness of Multnomah County Animal Control programs and services; developing outreach programs; providing spay/neuter procedure assistance to pet owners; and motivating the community to greater responsible animal ownership through media stories, advertising and community/school presentation."

Animal Control attempts to promote itself as a positive influence within the community. Dedicated staffing and resources offers proactive community involvement. The agency believes that it has developed a positive relationship with the media, and that it has used this resource as a way to communicate needs and concerns to the general. Usually this contact is reactive; the Study Team feels that the organization must cultivate and improve media relations by providing information relating to the positive aspects of the agency. The agency should take a more aggressive approach to public relations and "sell" the agency to the community on a continuing basis to increase support among taxpayers and improve its level of funding.

The agency is working to improve community relations; Animal Control currently participates in pet registration/rabies clinics, community speaking engagements and school presentations. Participation is unlimited since Animal Control currently offers a staff dedicated to this area. Animal Control also offers a structured volunteer program and promotes adoptable animals through local media groups, literature, an Internet web site and the Friends of the Shelter Foundation. This foundation is a non-profit corporation created to enhance the care and placement of stray, homeless animals at the agency's sheltering facility.

The Study Team was very impressed with the agency's Internet web site, which offers information on adoptions, lost and found, licensing, services, volunteer programs, statistics and resources. The site also allows visitors to take a "virtual" tour of the agency's sheltering facility, in addition to downloading forms (such as license applications, complaint forms, adoption applications, volunteer applications and customer service surveys). The web site is a valuable resource regarding ordinances, licensing, pet care, and shelter/field services.

After reviewing this area, the Study Team offers the following recommendations to include:

- The agency needs to increase its role and visibility within Multnomah County. Animal Control must cultivate and improve media relations by providing information relating to the positive aspects of the agency. The agency should take a more aggressive

approach to public relations and "sell" the agency to the community on a continuing basis to increase support among taxpayers and improve its level of funding.

- Animal Control employees (regardless of position or level) should be encouraged to participate in outreach programs.

Summary of Animal Control Task Force Findings

Task Force Primary Charges

- 1) Prioritize the current mix of MCAC services under the current budget
- 2) Identify an ideal animal control system and associated costs for Multnomah County
- 3) Identify possible funding options for an ideal system, with consideration of pros and cons for each option.

Task Force Findings

- #1 Prioritize the current mix of MCAC services under the current budget
 - a) Improve Community Education
 - b) Gain compliance with County Animal Control Ordinances and State Laws.
 - c) Maintain an accessible, healthy and humane shelter environment.
 - d) Establish method for Citizen input.
- #2 Identify an ideal animal control system and associated costs for Multnomah County
 - a) Develop and maintain excellent community information and education programs.
 - b) Improve the complaint and enforcement process.
 - c) Coordinate return-to-owner, adoption and foster programs with other providers.

- d) Create and maintain an accessible, progressive, healthy and humane shelter
- e) Provide sufficient staffing, management and training.
- f) Establish a clear method and process for citizen input
- g) Coordinate kennel space with other shelters

#3 Identify possible funding options for an ideal system, with consideration of pros and cons for each option.

- a) Public funds and strategies
- b) User fees
- c) Private and public partnerships
- d) Legislative and other considerations