

ANNOTATED MINUTES

*Tuesday, January 25, 1994 - 9:30 AM - 10:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-1 *Tax Supervising and Conservation Commission Briefing on its Draft Strategic Plan. Presented by Joe Labadie.*

JOE LABADIE AND MARGARET BAUER PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

- B-2 *County Bridge Section Audit: Continue Diligent Efforts. Presented by Gary Blackmer.*

GARY BLACKMER, LARRY NICHOLAS AND STAN GHEZZI PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

*Tuesday, January 25, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602*

PLANNING ITEMS

Chair Beverly Stein convened the meeting at 1:30 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

- P-1 *CU 3-94 Review the January 3, 1994 Hearings Officer Decision APPROVING, Subject to Conditions, Requested Conditional Use Approval for a Three-Acre Mortgage Lot in the Exclusive Farm Use District, for Property Located at 33205 SE OXBOW DRIVE.*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-2 *CU 5-94 Review the January 3, 1994 Hearings Officer Decision APPROVING, Subject to Conditions, Requested Conditional Use Approval to Allow Conversion of an Existing Single Family Dwelling Unit into a Bait and Tackle Shop, for Property Located on THE NORTH SIDE OF NE TUMALT ROAD IN THE COMMUNITY OF DODSON.*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-3 *ZC 1-94/LD 34-93 Review the January 3, 1994 Hearings Officer Decision APPROVING, Subject to Conditions, Requested Zone Change from LR-10 to LR-5, Low Density Residential District, and a Three-Lot Land Division, for Property Located at 12414 SE HAROLD STREET.*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-4 *C 12-93 First Reading of a Proposed ORDINANCE Amending the R-20 and R-30 Residential Zoning Districts by Adding a Definition of Lot*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. SCOTT PEMBLE EXPLANATION. COMMISSIONER SALTZMAN MOVED, SECONDED BY COMMISSIONER COLLIER, APPROVAL OF THE FIRST READING. TESTIMONY IN OPPOSITION TO PROPOSED ORDINANCE AND RESPONSE TO BOARD QUESTIONS BY LOUISE BEAUCHAMP. TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE BY ROBERT STOLL. BOARD COMMENTS. MOTION UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR 1:30 PM, TUESDAY, FEBRUARY 8, 1994.

MR. PEMBLE UPDATE ON STATUS OF COUNTY/LCDC REQUEST FOR CONTINUATION.

There being no further business, the meeting was adjourned at 1:53 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad

Thursday, January 27, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, THE CONSENT CALENDAR, (ITEMS C-1 THROUGH C-12) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointments of Lillian Adams, Maria Hall, Frank Knapp, Raleigh Lewis, Richard Sanders, Susan Sharp and Mary Trupp to the MULTNOMAH COUNTY FAIR ADVISORY BOARD*
- C-2 *In the Matter of the Appointments of Jim Harper, Eva Parsons, Patricia Schruggs, Darrell Simms and Paul Warr-King to the REGIONAL STRATEGIES BOARD*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 *ORDER in the Matter of the Execution of Deed D940981 Upon Complete Performance of a Contract to Edmund V. Thompson and Ellen Fager*

ORDER 94-15.

- C-4 *ORDER in the Matter of the Execution of Deed D940982 Upon Complete Performance of a Contract to Michael R. Ball*

ORDER 94-16.

DEPARTMENT OF HEALTH

- C-5 *Ratification of Amendment No. 3 to Intergovernmental Agreement Contract 200724 Between Multnomah County and the Oregon Health Division, Providing Increased Revenue to the Central Drug Purchasing Program, for the Period July 1, 1993 through June 30, 1994*
- C-6 *Ratification of Intergovernmental Agreement Contract 201244 Between the Multnomah County and the Oregon Health Division, Providing Research Services Related to Grants Awarded to the County for Various HIV and Substance Abuse Projects, for the Period October 1, 1993 through September 30, 1994*
- C-7 *Ratification of Intergovernmental Agreement Contract 201254 Between Multnomah County and Oregon Health Sciences University, Providing Certain Primary Care Dental Services at the Russell Street Dental Clinic to Oregon Health Plan Members*
- C-8 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200614 Between Multnomah County and Oregon Adult and Family Services Division, Providing Health Screening Assessment Services for Refugees, for the Period Upon Execution through September 30, 1994*

CHILDREN AND FAMILIES SERVICES DIVISION

- C-9 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

RESOLUTION 94-17.

- C-10 *Ratification of Amendment No. 3 to Intergovernmental Agreement Contract 100274 Between Multnomah County and Oregon Health Sciences University, Providing Increased Adult Mental Health Program Funding, for the Period January 1, 1994 through June 30, 1994*
- C-11 *Ratification of Intergovernmental Agreement Contract 104624 Between Multnomah County and the Regional Drug Initiative, Providing Continued Participation in a Multi-Agency Effort to Combat Drug Abuse in Multnomah County, for the Period January 1, 1994 through June 30, 1994*
- C-12 *Ratification of Intergovernmental Agreement Contract 104604 Between Multnomah County and the Housing Authority of Portland, to Support the Housing Authority's Efforts to Prevent Evictions and Homelessness of Families in Publicly Assisted Housing Under the Federally Funded Family and Community Partnerships Project, for the Period Upon Execution through September, 30, 1994*

REGULAR AGENDA

DEPARTMENT OF LIBRARY SERVICES

- R-1a *PROCLAMATION in the Matter of Proclaiming Winners of the Multnomah County Library Employee Applause Award*

GINNIE COOPER READ PROCLAMATION AND EXPLAINED HOW AND WHY RECIPIENTS WERE SELECTED BY THEIR PEERS. BOARD GREETED AND ACKNOWLEDGED JOAN SMITH, ANNE RIEGER, ARDEN SHELTON, HEIDI THOMPSON, POLLY WESTOVER, ANN THOMPSON AND CONNIE ABBOTT. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER HANSEN, PROCLAMATION 94-18 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-1b *Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Various Years of Service*

BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO JOANNE FULLER OF DCC; SUSAN GLENN, JOY GRUBER AND NANCY WOODARD OF DES; JOHN CABRERA OF DLS; JANET HAWKINS, LORRAINE STEINBERGER AND HENRY TUPPER OF DSS; 10 YEAR AWARDS PRESENTED TO RICHARD MATTER OF DCC; CARLA GONZALES, JOANNE LIGATICH AND HEATHER STEWARD OF DSS; 15 YEAR AWARDS PRESENTED TO MARY O'MALLEY OF DA'S OFFICE; NORMAN ANGLEEN AND BONNIE THORNTON OF DES; MARJORIE SCHOENFELDER AND BARBARA TRAXLER OF DSS; 20 YEAR AWARDS PRESENTED TO JUANITA LOMAX OF DES; ROSALIE GRAFE OF DLS; 25 YEAR AWARD TO JOHN REYNOLDS, JR. OF NOND; AND 35 YEAR AWARD TO GARY LONG OF DSS.

DISTRICT ATTORNEY'S OFFICE

- R-1 *Budget Modification DA 6 Requesting Authorization to Reclassify Two Operations Supervisor Positions to Lead Legal Assistants*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-1. CHAIR STEIN AND DAVE WARREN EXPLANATION AND DISCUSSION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-2 *Ratification of Intergovernmental Agreement Contract 800574 Between Multnomah County and the U.S. Immigration and Naturalization Services, to Provide for the Detention and Care of Persons Charged with Violations of the Immigration and Nationality Act as Amended and Related Criminal Statutes*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. MAJOR TOM SLYTER AND MR. WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-3 *RESOLUTION in the Matter of Defining and Assigning Board of County Commissioner Liaison Roles*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. CHAIR STEIN EXPLANATION. 1994 LIAISON ASSIGNMENTS: COMMISSIONER SALTZMAN - ASD & CFS; COMMISSIONER HANSEN - HD & JJD; VICE-CHAIR COLLIER - DES & DLS; COMMISSIONER KELLEY - DCC, DA & MCSO. BOARD COMMENTS. RESOLUTION 94-19 UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-7 *Budget Modification HD 4 Requesting Authorization to Delete One Word Processing Position from Health and Adding Funds for Partial Office Assistant Positions in Mental Health Youth and Family Services and Aging Services Divisions*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. SUSAN CLARK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-8 *Budget Modification HD 5 Requesting Authorization to Appropriate Additional National Institute of Drug Abuse Grant Funds to Provide Funds for an Investigator in the Targeted HIV Risk Reduction in Drug Treatment Drop-Outs Project*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. TOM FRONK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-9 *RESOLUTION in the Matter of Accepting the Supplemental 93-94 Budget and Preparing the Approved Supplemental Budget for Submittal to the Tax Supervising and Conservation Commission*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. TOM FRONK AND MR. WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 94-20 UNANIMOUSLY APPROVED.

- R-10 *RESOLUTION in the Matter of Creating the CareOregon Enterprise Fund and Establishing Guidelines for Receipts and Disbursements*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. MR. WARREN EXPLANATION.

RESOLUTION 94-21 UNANIMOUSLY APPROVED.

CHILDREN AND FAMILIES SERVICES DIVISION

- R-4 *Ratification of Intergovernmental Agreement Contract 104264 Between Multnomah County and the Portland Development Commission, Providing Weatherization Renovation Funding to the Broadway Hotel Project, for the Period Upon Execution through June 30, 1994*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. BILL THOMAS EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-5 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 102954 Between Multnomah County and the City of Portland, Providing Additional Byrne Domestic Violence Grant Dollars for Domestic Violence Services Contracted to the American Red Cross, for the Period Upon Execution through June 30, 1994*

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. MR. THOMAS EXPLANATION FOR ITEMS R-5 AND R-6 AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

- R-6 *Budget Modification CFS 3 Requesting Authorization to Add \$12,000 in City of Portland Byrne Domestic Violence Grant Funds to the Housing and Community Services Division, Community Action Program Budget Pass-Through Line*

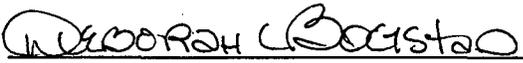
COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. MR. THOMAS RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

PUBLIC COMMENT

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

There being no further business, the meeting was adjourned at 10:21 a.m.

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


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JANUARY 24, 1994 - JANUARY 28, 1994

Tuesday, January 25, 1994 - 9:30 AM - Board Briefings.Page 2

Tuesday, January 25, 1994 - 1:30 PM - Planning ItemsPage 2

Thursday, January 27, 1994 - 9:30 AM - Regular Meeting.Page 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 Noon, Channel 21 for East Portland and East County subscribers

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

Tuesday, January 25, 1994 - 9:30 AM - 10:30 AM

Multnomah County Courthouse, Room 602

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- B-2 County Bridge Section Audit: Continue Diligent Efforts. Presented by Gary Blackmer. 30 MINUTES REQUESTED.
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Multnomah County Courthouse, Room 602

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Thursday, January 27, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

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- C-10 *Ratification of Amendment No. 3 to Intergovernmental Agreement Contract 100274 Between Multnomah County and Oregon Health Sciences University, Providing Increased Adult Mental Health Program Funding, for the Period January 1, 1994 through June 30, 1994*
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SHERIFF'S OFFICE

- R-2 *Ratification of Intergovernmental Agreement Contract 800574 Between Multnomah County and the U.S. Immigration and Naturalization Services, to Provide for the Detention and Care of Persons Charged with Violations of the Immigration and Nationality Act as Amended and Related Criminal Statutes*

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Portland Byrne Domestic Violence Grant Funds to the Housing and Community Services Division, Community Action Program Budget Pass-Through Line

DEPARTMENT OF HEALTH

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- R-9 *RESOLUTION in the Matter of Accepting the Supplemental 93-94 Budget and Preparing the Approved Supplemental Budget for Submittal to the Tax Supervising and Conservation Commission*
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PUBLIC COMMENT

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



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Thursday, January 27, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF LIBRARY SERVICES

R-1a PROCLAMATION in the Matter of Proclaiming Winners of the Multnomah County Library Employee Applause Award. 9:30 AM TIME CERTAIN.

NON-DEPARTMENTAL

R-1b Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Various Years of Service. 9:45 AM TIME CERTAIN, 30 MINUTES REQUESTED.

1994-1.AGE/21/cap

MEETING DATE: JAN 27 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: February 27, 1994

Amount of Time Needed: Consent Calendar

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 248-3308

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Appointments to Multnomah County Fair Advisory Board for 1 year terms ending December 31, 1994

Lillian Adams
Maria Hall
Frank Knapp
Raleigh Lewis

Richard Sanders
Susan Sharp
Mary Trupp

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 JAN 19 AM 1:22
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah County Fair Board

B. Name Lillian R Adams

Address 16430 S.E. Powell

City Portland State Ore Zip Code 97236

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

Home Phone 761-7577

C. Current Employer Self-Employed

Address 16430 S.E. Powell

City Portland State Ore Zip Code 97236

Your Job Title Admin Estrada & Rentals

Work Phone 761-7577 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

See attached list

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Oregon State Fair	1981 to 1990	Commissioner
4H Work		
Farm Bureau - Eastern Star - Women of Elk		
4H Foundation	1994	Board Member

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
See list attached		

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

Don Hillman, Director Oregon State Fair / ^{Salem, Ore} 503-398-3247

Rick Paul, 16240 S.E. Baxter Portland 761-3801

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

None

I. Affirmative Action Information

Female White
sex/racial ethnic background

Birth date: Month 2 Day 5 Year 24

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

Signature Killian R Adams Date 1/3/94

LILLIAN R. ADAMS
 16430 S.E. Powell Blvd.
 Portland, Oregon 97236-1725

RESUME OF QUALIFICATIONS

(503) 761-7577

OBJECTIVE: To utilize 16 acres in the creation of a desirable mobile court.

SUMMARY OF QUALIFICATIONS

Education: Bachelor of Science in Education, Oregon State University, Corvallis, OR, 1946.
 Graduate - Gresham High School, Gresham, OR, 1942.

Strengths: Excellent communication skills...ability to work well with a broad range of people...high degree of energy and motivation...ability to motivate others... strong organizational skills and attention to detail...dedicated to the highest professional standards.

Affiliations: Member - Eastern Star
 Member - Oregon Dairy Commission
 Member - Farm Bureau
 Member - 4 H Foundation of Oregon 1994 on board

Volunteer: 4H Leader

PROFESSIONAL HIGHLIGHTS

1946 to 1990: **MEADOW CREST FARMS, Portland, OR**
Owner/Operator 1972 - 1990
 Varied responsibilities included office management, bookkeeping, profit and loss. At this time farm sold milk in bulk. Was in charge of feeding and nutrition program for 300 cattle.
Accomplishment: Instrumental in getting young people from other countries to spend a year training on the farm.

Office Manager 1946 - 1972
 Hired, trained and supervised a staff of 12 office employees. In addition, operated a kitchen which served 35 employees, 3 times a day. Duties included all bookkeeping, providing excellent customer service, problem solving, and making sales presentations. During this period of time, farm delivered products throughout the metropolitan area.

1973 to Present: **EAGLE CREST FARM, Estacada, OR**
Owner/Operator
 This farm was used for growing feed to supply Meadow Crest Farms.

1952 to 1969: **ADAMS BUSTER BROWN SHOE STORE, Gresham, OR**
Owner
 Responsibilities involved bookkeeping for store.

RECEIVED

OCT 13 1993 DF



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Fair Board

B. Name Maria Hall

Address 4212 SW Altadena Ave.

City Portland State OR Zip Code 97201

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

Home Phone 293-3867

C. Current Employer self

Address _____

City _____ State _____ Zip Code _____

Your Job Title small business owner

Work Phone _____ (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

self-employed attorney

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
March of Dimes	Aug. 91, 92 + 93	Event Food/Therapy tent
Multnomah Athletics Club	1992	Chairperson - Decathlon Committee
1000 Friends of Oregon	Fall '91 - Spring '92	CAP case

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Colgate University	1980-84	BA
Lewis + Clark Law School	1986-89	JD

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

Marsha Kelly
Rick Sunlers - reference from David Wu

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

I. Affirmative Action Information

White/Female
sex/racial ethnic background

Birth date: Month 03 Day 19 Year 62

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

Signature Marie Hall Date 10/11/93



MULTNOMAH COUNTY OREGON

✓✓

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

MULTNOMAH FAIR BOARD

B. Name FRANK J KNAPP #42

Address 23200 NE SANDY BLVD

City TROUTDALE State OR Zip Code 97060

Do you live in yes unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 661 2608

C. Current Employer Retired

Address _____

City _____ State _____ Zip Code _____

Your Job Title _____

Work Phone _____ (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

REYNOLDS METALS 66-91 HYSTER DRIVER
JANITOR

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
PLEASANT VALLEY Grange		overseeing maint- inance & Rentals
		work & help seniors helping taking care of a paraplegic

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Completed 10 years of schooling		
3 years in Marine Corps with Telephona Communication schooling		

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

Cathie Samp	666-3014
James Wilson	695-5212

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

none

I. Affirmative Action Information

M/ Caucasian
sex/racial ethnic background

Birth date: Month 9 Day 8 Year 29

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

Signature

Frank J Knapp

Date

9/23/93

BOARDS AND COMMISSIONS



MULTNOMAH COUNTY OREGON

RECEIVED
NOV 10 1993
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name Raleigh Lewis

Address 5925 NE 17 th Ave.

City Portland State OR. Zip Code 97211

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

Home Phone 287-9541

C. Current Employer On lay-off from the State and seeking
challenging employment.

City _____ State _____ Zip Code _____

Your Job Title _____

Work Phone _____ (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

Senator Bill McCoy 1/15/93 to 8/93 Legislative Assist.

Bureau Of Labor and Ind. 5/87 to 8/92 Admin. of Civil Rights

Washington State Human Rights Commission. 4/80 to 4/87
Exec. Secretary

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
(See Attached)		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Lincoln University	Jeff. City MO. 1958-1962	Student
University of Massachusetts	1972-1973	Graduate Student

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

Mr. Bernie Foster, Publisher	The Skanner	233-9888
Rep. Avel Gordly	1915 NE 16th # 3	PDX OR.97212

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

(NONE)

I. Affirmative Action Information

Male/ Aferican American
sex/racial ethnic background

Birth date: Month 10 Day 12 Year 1939

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

Signature _____ Date 11/5/93

EDUCATION

Bachelors Degree

Sociology, Minor in Psychology. Lincoln University, Jefferson City, Missouri.

Graduate Studies

Candidate for Doctor of Education (33 semester hours). University of Massachusetts, 1972-73.

EXPERIENCE

January 1993 - August 1993

Legislative Assistant for Senator Bill McCoy

RESPONSIBILITIES: Advise the Senator on legislative matters and constituent relations.

Serve as liaison to other legislative offices and federal government and state agencies, professional, and constituent groups: Maintain good and effective working relationships with other legislative staff and legislators:

Analyze legislative issues and prepare issue papers and presentations to legislative committees: Monitor legislative hearings: Disseminate information regarding legislative measures, including the preparation and presentation of testimony before legislative committees.

SUPERVISOR : Senator Bill McCoy
Rm. S- 219, State Capital
Salem, OR. 97310
378-6604

May 1987 - August 1992:

Administrator of the Civil Rights Division

RESPONSIBILITIES: Set Division policies, procedures and administrative rules consistent with state and federal law and Bureau guidelines.

Plan and develop long and short range objectives for the Division and strategies for achieving those objectives.

Oversee the preparation of the monthly Division Management Report concerning overall Division performance indicators, policy issues, management objectives and fiscal matters affecting the Division.

Direct research projects to support administrative decisions

Develop the Division's budget and monitor expenditures relative to allocation.

Negotiate yearly contracts between the Bureau and the Equal Employment Opportunity Commission, U.S. Housing and Urban Development Dept., and Oregon's Workers' Compensation Division.

Prepare testimony, analysis and fiscal impact statements on proposed legislation.

Represent the Commissioner before legislative committees and testify on proposed legislation.

SUPERVISOR ; Mike Kaiel, Deputy Commissioner
Bureau of Labor and Industries
800 N.E. Oregon Street # 32
Portland, OR. 97323
731-4075

April 1985- May 1987

Consultant to Nat Jackson and Associates, Inc.

RESPONSIBILITIES: Review the company's Personnel and Procedures Manual for the adequacy for effective business management.

Ensure policies affecting employees were consistent with applicable state and federal laws or regulations.

Review and revise staff evaluation instruments.

Conduct market research to expand business options.

Identify prospective clients and make personal contact with those sources to enhance the company's output and profits.

SUPERVISOR: Nathaniel Jackson, Pres.
Nat Jackson and Associates, Inc.
208 West Bay Drive
Olympia, WA. 98502
(206) 943-6000

1980 - April 1985

Executive Secretary for the Washington State Human Rights Commission.

RESPONSIBILITIES: Developed and implemented Commission policies and procedural guidelines.

Negotiated work sharing agreements with local, state, and federal agencies.

Developed and maintained cooperative relations with local, state, and federal agencies to ensure coordination of efforts maximum use of limited financial resources.

Developed the Commission's budget and presented same to the Commissioners, the state's budget bureau and various legislative committees.

Held regular meetings with legislators, Governor's Office, and special interest groups on pending legislation and other matters of interest.

Developed an effective system to promptly respond to requests for technical assistance from employers, realtors, creditors, public accommodators, state contractors, insurance companies, governmental agencies and community groups.

Represented the Commission at local, state, and national meetings.

SUPERVISOR: A five member board appointed by the Governor
Washington State Human Rights Commission
Evergreen Plaza Bldg.
Olympia, WA. 98501

1977 - March 1980:

Deputy Director, Dept. of Commerce and Community Affairs.

RESPONSIBILITIES: Managed agency operations; reviewed all contracts, grants and project proposals to ensure compliance with agency policies and procedures and federal and state laws; developed major policies affecting and controlling agency operation and staff; directed fund disbursement to, and expenditure of 19 sub-state regions covering 70 Illinois counties and programs; analyzed legislation, executive actions and judicial rulings at the state and national level to determine their effect on agency mission; made presentations to local, state and regional groups to explain agency goals, funding activities, grant criteria, and findings as derived from planning and development operations.

PROFESSIONAL AFFILIATIONS
AND ORGANIZATIONS

Board of Directors, Business Youth Exchange
Board of Directors, Black United Fund
Board of Directors, Fair Housing Council of Oregon
Chairman of the board, Hyalite, INC.,
Member, Oregon Association of Minority Entrepreneurs
Member, Urban League and NAACP of Portland
Member, Oregon Assembly of Black Affairs
Member, Black Leadership Conference
Member, Northwest Conference of Black Public Officials
Member, The Oregon Whist Society

RALEIGH LEWIS
5925 NE 17 th Ave.
PORTLAND, OR. 97211
287-9541



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

FAIR BOARD

B. Name RICHARD W. SANDERS

Address 8708 NW KAISER RD

City PORTLAND State OR Zip Code 97228

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

Home Phone 2.89-4464

C. Current Employer L. GRAFIX

Address 108 NW 92 AVENUE

City PORTLAND State OR Zip Code 97228

Your Job Title PRESIDENT

Work Phone 248-9713 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

PRINT TEK WEST 1/85 - 11/85

RONO GRAPHIC COMM 12/75 - 12/84 PROD. OPER.

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Rotary Club of Portland	4/90 to Present	Chair, Welfare of ...
North Portland Youth Services Center		Neighborhood Activities ...
NW Highways Cactus Assoc	4/92 to Present	Board Member

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
PCC	Late 70's through 80's	Supervisory Classes
Printing Industries of America		Supervisory Classes, 1967
PSU, Sacramento City College, San Francisco City College	70's & 80	Executive Development
		Various Classes

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

DAVID TORRES, PICS - PORTLAND MABLE	221-0200
KEN BEMENT, Retired	645-7200

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

BUSINESS

I. Affirmative Action Information

MALE / CELTIC
sex/racial/ethnic background

Birth date: Month 5 Day 1 Year 45

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



Date 9/22/93



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

FAIR BOARD

B. Name RICHARD W. SANDERS

Address 8708 NW KAISER RD

City PORTLAND State OR Zip Code 97231

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

Home Phone 289-4464

C. Current Employer L. GRAFIX

Address 108 NW 9TH AVE.

City PORTLAND State OR Zip Code 97209

Your Job Title PRESIDENT

Work Phone 248-9713 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

PRINTEX WEST 1/85-11/85

RONO GRAPHIC COMM 12/75-12/84 PROD. OPER. MGR.

E Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Rotary Club of Portland	4/90 to Present	Chair, Wheels of Power Com.
North Portland Youth Service Center		Neighborhood Accountability Board
NW Highland Catholic Assoc	4/92 to Present	Board Member

F. Please list all post-secondary school education:

Name of School	Dates	Responsibilities
PCC	Late 70's Early 80's	Supervisory Classes + Comm
Printing Industries of America		Supervisory Classes, MGT Classes
	70's + 80	Executive Development Program
PSU, Sacramento City College, San Francisco City College		Various Classes

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

David Torres, Press - Portland Mail & Express	221-0707
Ken Bement, Retired	645-7277

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

BUSINESS

I. Affirmative Action Information

MALE / CELTIC
sex/racial/ethnic background

Birth date: Month 5 Day 1 Year 45

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

Signature [Signature] Date 9/22/93



INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah County Fair Board

B. Name SUSAN SHARP

Address 1003 S.W. Westwood Dr.

City PORTLAND State OR Zip Code 97201

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

Home Phone 452-9316

C. Current Employer Self

Address Same

City _____ State _____ Zip Code _____

Your Job Title owner

Work Phone 452-4316 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

Vallay Conference Center 1985-1993 owner

Catering Two

See attached resume

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
ROTARY CLUB OF PORTLAND		Committee Chair Preserve Planet Earth member: World Community Services Publications

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
See attached		

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

JANICE WILSON	18 th Interstate Bank	7227 N.E Hancock Portland, 97213 tele: 225-2720
MAYNARD DRING	OPB	7140 S.W. MacLodene, Portland 97201 tel: 393 1900

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

Time of meetings - I own my own business Party
what I do is public service.

I. Affirmative Action Information

F caucasian
sex/racial ethnic background

Birth date: Month 3 Day 6 Year 41

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

Signature Susan Sharp Date November 1, 1993

S H ALTERNATIVES

R
P

Susan W. Sharp
1003 S.W. Westwood Dr.
Portland, Oregon 97201
(503) 452-9316

ADMINISTRATIVE-MANAGEMENT EXPERIENCE

Sharp Alternatives - Portland, Oregon 1993

A consulting company specializing in program management and design, training, business coaching, special events, and global networking

Founder/Manager/Owner - The Valley Conference Center and Catering Two, Beaverton, Oregon 1985 - 1993

Implemented plan for creation of a full-service conference and training center and catering business. Increased staff from 2 to 14 and negative cash flow to sales of over \$950,000.00. Primary responsibilities included marketing, sales, public relations, and promotions.

Owner/Partner - Houck Kinkade Realty, Inc. Beaverton, Oregon 1984-1985

A commercial real estate brokerage specializing in real estate investment, financial counseling, and property management.

Employee & Management Specialist - Clackamas Community College, Oregon City, Oregon 1981 - 1983

Cooperatively, negotiated, developed, and implemented wide range of employee and management training programs for employers in Clackamas County, Oregon.

Personnel Management Specialist - U.S. Fish and Wildlife Service, U.S. Dept. of Interior, Portland, Oregon 1984 and 1980

Wrote, initiated, and evaluated region wide Performance Management System. Designed training manuals, wrote newsletter.

Program Analyst - Pacific Northwest River Basin Commission, Vancouver, Washington 1980 -1981

Developed and implemented program evaluation and reporting system for research program, data/budget analysis, compiled and edited annual report.

Administrative Assistant - Oregon State Department of Education, Salem, Oregon 1979

Organized statewide workshops, coordinated school district funding proposals, provided grant writing support

Partnering For Results

1003 S.W. Westwood Drive, Portland, Oregon 97201 • 503/452-9316 • fax 503/452-9316

S H ALTERNATIVES

R P. TEACHING EXPERIENCES

Teacher - Rowe Junior High School, Milwaukie, Oregon 1972 -1979

Taught social studies, English, careers, art, physical education, and specialized core curriculum. Member of various district wide committees, master teacher for Lewis and Clark College.

Trainer, Consultant - Sharp Alternatives 1992 - 1993

Facilitated and co-led training workshops with a focus on change in the 1990's. This included partnering with others in providing information.

EDUCATION

MPA Masters in Public Administration; Lewis and Clark College, Portland, Oregon 1982

MAT Master of Arts in Teaching; Lewis and Clark College, Portland, Oregon 1975
Educational Administration Program; Portland State University, Portland, Oregon 1975 -1979

BS Bachelor of Science Degree; Lewis and Clark College, Portland, Oregon 1972
AA Associated Arts Degree; Foothill Junior College, Los Altos, California 1970
University of Idaho; Moscow, Idaho 1958 -1960

PROFESSIONAL ACTIVITIES/ORGANIZATIONAL MEMBERSHIPS

Portland Downtown Rotary
Portland Oregon Visitors Association
Chamber of Commerce; Beaverton and Portland
Women Entrepreneurs of Oregon; Washington County, founding board
Washington County Visitor's Association
Society of Government Meeting Planners
Earthstewards
Noetic Science Institute
National Association of Female Executives

INTERNATIONAL EXPERIENCE

Russia/Germany - July 1993: Attended training programs: Cross Cultural Conflict Resolution; Formation of Global Community; Sustainable Balance of the Individual, Society, and Nature

Egypt - February 1993: Examined and studied the impact of ancient wisdom and spritual centers on current philosophical, spritual, and healing practices.

Living and study abroad: Germany 3 years. Summer study: Holland and Mexico

Foreign Travel: Europe; France, Germany, England, Italy, Greece, Yugoslavia, Scandinavia, Switzerland, Austria, Holland - Trips in 1993, 1991, 1990, 1978 South American: Peru, 1989 Canada: Numerous trips

Partnering For Results

Attached is my application to be considered
for a position on Multnomah County Jail Board.
I have included a resume that answers most
of the "historical" questions.
If you have any further questions, please
do not hesitate to call.

Sincerely,

Susan Sheps

RECEIVED
NOV 04 1993
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

Sharp Alternatives • Partnering For Results

1003 S.W. Westwood Drive, Portland, Oregon 97201 • 503/452-9316 • fax 503/452-9316



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

Multnomah County Fair Board

B. Name Mary Touff

Address 27602 NW Sauvie Island Rd

City Portland State OR Zip Code 97231

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County. Sauvie Island Columbia County

Home Phone 621-3969 *we also have 2 homes in Mult. Co. and a business in Sauvie Is.*

C. Current Employer Self Employed

Address Same as above

City _____ State _____ Zip Code _____

Your Job Title Owner

Work Phone 621-3969 / 621-3528 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

Self Employed 27 years

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Segment Director Mult Co Fair	1993-94	
G-H leader (Livestock)	1968-1993	

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Portland State	65-67	
Montana State	67-69	

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

Rick Sanders	108 NW 9 th Av. City	248-9713
Paul Sanduland	211 SE 80 th City	254-1500

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

None

I. Affirmative Action Information

White - Female
sex/racial ethnic background

Birth date: Month 07 Day 31 Year 46

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

Signature Mary Trupp Date 1-6-94

MEETING DATE: January 27, 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to the Regional Strategies Board

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 27, 1994

Amount of Time Needed: 3 min.

DEPARTMENT: Chair's Office

DIVISION: _____

CONTACT: Sharon Timko

TELEPHONE #: 3960

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Appoint the following individuals to the Regional Strategies Board:

- * Eva Parsons, term ends June 30, 1995
- * Paul Warr-King, term ends June 30, 1996
- * Patricia Schruggs, term ends June 30, 1995
- * Darrell Simms, term ends June 30, 1996
- * Jim Harper, term ends June 30, 1995

BOARD OF
 COUNTY COMMISSIONERS
 1994 JAN 19 PM 2:13
 MULTNOMAH COUNTY
 OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dwery Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

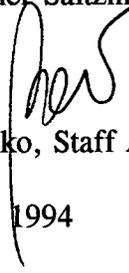


Beverly Stein, Multnomah County Chair

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

MEMORANDUM

TO: Commissioner Collier
Commissioner Hansen
Commissioner Kelley
Commissioner Saltzman

THRU: Chair Stein 

FROM: Sharon Timko, Staff Assistant

DATE: January 19, 1994

PLACEMENT
DATE: January 27, 1994

RE: Appointments to the Regional Strategies Board

I. Recommendation/Action Requested:

To appoint the following five individuals to the Regional Strategies Board (Regional Board):

1. Eva Parsons Director of People Development, Cellular One
2. Paul Warr-King Vice President and Commercial Loan Officer, Key Bank of Oregon
3. Patricia Schruggs Consultant and researcher specializing in sustainable development processes
4. Darrell Simms Business Opportunity Manager, City of Portland
5. Jim Harper Wacker Siltonic, Human Relations Director



II. Background/Analysis:

The Regional Strategies Program is a locally-managed regional planning process, that brings together public and private resources to build competitiveness in each region's targeted key industries.

On October 19, 1993, a Board briefing was held regarding the Regional Strategies Program.

III. Financial Impact:

The Regional Strategies Program is a state program funded by lottery revenue. Currently, Multnomah County is providing staff to assist with the appointment process for the Multnomah County representatives to the Regional Board and to assist in the initial activities. This staffing role is expected to cease in the near future. Therefore, there will be no financial impact to the County.

IV. Legal Issues:

Multnomah and Washington Counties will enter into an intergovernmental agreement with the Portland Development Commission (PDC) designating PDC as the fiscal and administrative entity with which Oregon Economic Development Department contracts. This agreement will limit the liability for Multnomah County.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Historically, Multnomah County has not been a major economic development player in the region and thus County Policies do not directly address economic development issues. However, the Regional Program will provide an opportunity to assist the County in their goal of improving the quality of life of families and children.

VII. Citizen Participation:

Multnomah County will appoint five members to the ten member Regional Board. There has been a considerable response to the request for candidates.

VIII. Other Government Participation:

The County has worked cooperatively with Washington County in finalizing the Board appointments and securing an administrative entity for the Regional Board.

Moreover, the County has actively sought input from Portland, Troutdale, Gresham, Wood Village, and Fairview. The County has been in contact with PDC and has solicited their counsel on many occasions.

JAN 27 1994

MEETING DATE: _____

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #14030R

Deed D940981 and Board Orders attached.

1/27/94 originals to Beverly Scott

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Jones Betsy H. Will

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 18 AM 10:47

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940981 Upon Complete Performance of) ORDER
a Contract to) 94-15
EDMUND V. THOMPSON)
AND ELLEN FAGER)

It appearing that heretofore, on February 19, 1988, Multnomah County entered into a contract with EDMUND V. THOMPSON and AND ELLEN FAGER for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

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

SEC 33, 1N 1E TL #11 0.22 AC AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 27th day of January, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

EXHIBIT A

(94133-0110)

Section 33, 1N, 1E TL #11

BEGINNING AT A POINT IN THE EAST LINE OF SW KING AVENUE IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, WHICH IS 227.46 FEET SOUTHERLY MEASURED ALONG THE EAST LINE OF SW KING AVENUE FROM THE INTERSECTION OF THE EAST LINE OF SW KING AVENUE WITH THE SOUTH LINE OF W. BURNSIDE STREET; SAID BEGINNING POINT BEING IN THE SOUTH LINE OF A CERTAIN ALLEY DEDICATED TO THE PUBLIC OCTOBER 8, 1910, BY AN INSTRUMENT RECORDED AT PAGE 36 OF BOOK 523 OF DEED RECORDS OF MULTNOMAH COUNTY, OREGON; RUNNING THENCE EASTERLY ALONG THE SOUTH SIDE LINE OF SAID ALLEY 127.70 FEET MORE OF LESS TO A POINT WHICH IS 100 FEET WESTERLY MEASURED AT RIGHT ANGLES THERETO FROM THE SOUTHERLY EXTENSION IN A STRAIGHT LINE OF THE WEST LINE OF SW 21ST AVENUE; THENCE SOUTHERLY ON A LINE 100 FEET DISTANT FROM AND PARALLEL TO SAID SOUTHERLY EXTENSION OF THE WEST LINE OF SW 21ST AVENUE 74.97 FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE SOUTH SIDE LINE OF SAID ALLEY 129.90 FEET MORE OF LESS TO A POINT IN THE EAST LINE OF SW KING AVENUE; THENCE NORTHERLY ON THE EAST LINE OF SW KING AVENUE 75 FEET TO THE PLACE OF BEGINNING.

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EDMUND V. THOMPSON and AND ELLEN FAGER, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 33, 1N 1E TL #11 0.22 AC AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$24,920.41.

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

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

806 SW KING
PORTLAND, OR 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of January, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By *John L. DuBay*

John L. DuBay

By *K. A. Jumburg*

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

EXHIBIT A

(94133-0110)

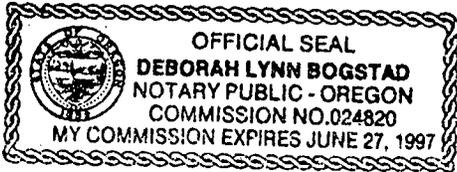
Section 33, 1N, 1E TL #11

BEGINNING AT A POINT IN THE EAST LINE OF SW KING AVENUE IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, WHICH IS 227.46 FEET SOUTHERLY MEASURED ALONG THE EAST LINE OF SW KING AVENUE FROM THE INTERSECTION OF THE EAST LINE OF SW KING AVENUE WITH THE SOUTH LINE OF W. BURNSIDE STREET; SAID BEGINNING POINT BEING IN THE SOUTH LINE OF A CERTAIN ALLEY DEDICATED TO THE PUBLIC OCTOBER 8, 1910, BY AN INSTRUMENT RECORDED AT PAGE 36 OF BOOK 523 OF DEED RECORDS OF MULTNOMAH COUNTY, OREGON; RUNNING THENCE EASTERLY ALONG THE SOUTH SIDE LINE OF SAID ALLEY 127.70 FEET MORE OF LESS TO A POINT WHICH IS 100 FEET WESTERLY MEASURED AT RIGHT ANGLES THERETO FROM THE SOUTHERLY EXTENSION IN A STRAIGHT LINE OF THE WEST LINE OF SW 21ST AVENUE; THENCE SOUTHERLY ON A LINE 100 FEET DISTANT FROM AND PARALLEL TO SAID SOUTHERLY EXTENSION OF THE WEST LINE OF SW 21ST AVENUE 74.97 FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE SOUTH SIDE LINE OF SAID ALLEY 129.90 FEET MORE OF LESS TO A POINT IN THE EAST LINE OF SW KING AVENUE; THENCE NORTHERLY ON THE EAST LINE OF SW KING AVENUE 75 FEET TO THE PLACE OF BEGINNING.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 27th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

REC
JAN 14 1994
BEVERLY
MULTNOMAH COUNTY

MEETING DATE: JAN 27 1994

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15165.

Deed D940982 and Board Orders attached.

1/27/94 originals to Beverly Scott

1994 JAN 18 AM 10:47
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [Signature] Betsy Habel

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940982 upon Complete Performance of) ORDER
a Contract to)
MICHAEL R. BALL) 94-16

It appearing that heretofore on May 27, 1983, Multnomah County entered into a contract with MICHAEL R. BALL for the sale of the real property hereinafter described; and

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

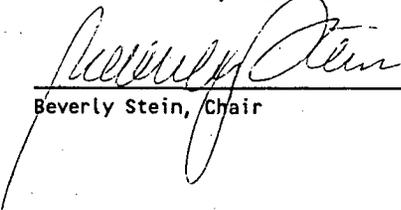
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

CUMBERLAND
LOT 20, BLOCK 2

Dated at Portland, Oregon this 27th day of January, 1994.

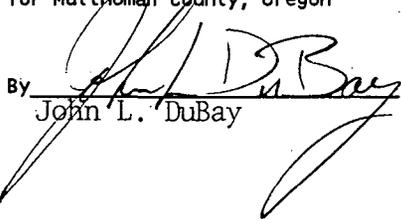


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

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

CUMBERLAND
LOT 20, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,506.00.

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

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

PO BOX 1162
CHILOQUIN, OR 97624

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of January, 1994 by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By *John L. DuBay*

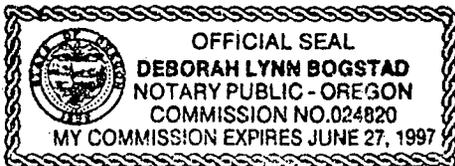
John L. DuBay

By *K. A. Jureberg*

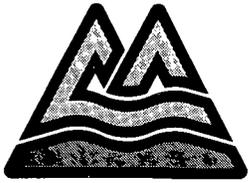
STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 27th day of January, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill *Bills* Odegaard
REQUESTED PLACEMENT DATE: December 16, 1993
DATE: December 3, 1993
SUBJECT: Revision #3 for Grant with Oregon Health Division

- I. Recommendation/Action Requested: Board approval of the Oregon Health Division's third revision of the FY '94 grant providing funds for various Health Department programs.
- II. Background/Analysis: The Oregon Health Division grant is subject to revision during the course of the year. Changes initiated by the state reflect changes in the projections of the level of federal funding received by the state. The state requires that any revisions reflect the entire grant period July 1, 1993, to June 30, 1994. This is the state's fourth statewide revision, and the third one that affects Multnomah County.
- III. Financial Impact: The revision provides an additional \$500 for Central Drug Purchasing.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Provides funds to existing county programs.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200724

Amendment # 3

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>1/27/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p> <hr/> <p>REVENUE</p>
---	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract FY 94 grant revision #3 reflecting an increase in program funding.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232
 Phone 731-4029
 Employer ID# or SS# N/A
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 4,521,016
 Total Amount of Previous Amendments \$ 311,083
 Amount of Amendment \$ 500
 Total Amount of Agreement \$ 4,832,599

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

REQUIRED SIGNATURES:

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

Encumber: Yes No
 Date 12/22/93
 Date _____
 Date 17 Jan 94
 Date January 27, 1994
 Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	Various			Various				\$500	
02.											
03.											

State of Oregon
OREGON HEALTH DIVISION
 Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date <p style="text-align: center;">11/17/93</p>	This Action <p style="text-align: center;">REVISION #4</p>
3) Award Period From 07/01/93 Through 06/30/94		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		387,200	0	387,200
Family Planning		345,639	0	345,639 (d) (e)
Central Drug Purchasing		515,866	500	516,366 (f)
MCH		362,395	0	362,395 (a)
Perinatal		95,934	0	95,934 (a) (b)
Babies First		71,668	0	71,668 (a) (c)
WIC		1,441,303	0	1,441,303
WATER		6,000	0	6,000
TB-Case Management		46,854	0	46,854
STD/VD		181,852	0	181,852
Seropositive Wellness		75,600	0	75,600
AIDS Surveillance		54,000	0	54,000

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- (a) Combined MCH / Perinatal / Babies First is \$ 529,997
 - (b) Perinatal must be at least \$95,934 including perinatal outreach of \$11,443
 - (c) Babies First! must be at least \$71,668
 - (d) Includes community education/outreach of \$33,800 and teen/high risk services of \$14,446
 - (e) Excludes Drug Account of \$78,824 (f)
- | | |
|----------|---------|
| ADMIN | 81134 |
| DRUG RES | 20,000 |
| DRUGS | 415,232 |

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances:

- HIV/AIDS Prevention Block Grant
- HIV Seropositive Wellness Program (SWP)
- HIV Family of Seroprevalence Surveys
- HIV Surveillance Activities in Multnomah County
- HIV Care Consortia
- AIDS Minority Outreach
- STD Control Program Multnomah and Jackson Counties
- Tuberculosis Outreach
- TB General Case Management and Epidemiology
- Drinking Water Program
- Maternal and Child Health/Perinatal
- Women and Children's Health Data Project
- High Risk Infant Monitoring and Follow-Up
- School Based Health Clinics
- Family Planning
- Rural Oregon Minority Prenatal Project
- Immunization
- Women, Infants and Children Program
- State Support for Public Health

.....
The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

Manager, Community Services

Multnomah County Oregon
Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division



Authorized County or Agency Officer
and Title Beverly Stein, Multnomah County
Chair

Date _____

Date January 27, 1994

3/8/93

REVIEWED:
LAURENCE KRESSEL, County counsel for
Multnomah County, Oregon
By _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

Date 12 Jan 94

State of Oregon
OREGON HEALTH DIVISION
 Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 11/17/93	This Action REVISION #4
3) Award Period From 07/01/93 Through 06/30/94		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Seroprevalance		116,749	0	116,749
TB Outreach		69,582	0	69,582
Substance Abuse Survey		25,831	0	25,831
Perinatal Substance Abuse		263,471	0	263,471 (i)
HIV Care Consortia		119,933	0	119,933
School Based Clinic		100,000	0	100,000 (h)
AIDS - Minority Outreach		91,100	0	91,100
HIV Prevention Block Grant Program		284,164	0	284,164 (g)
Breastfeeding Promotion		10,000	0	10,000
Refugee TB		36,962	0	36,962
Childhood Lead Screening		129,996	0	129,996
TOTAL		4,832,099	500	4,832,599

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- (g) A minimum of \$90,000 will be used for focussed outreach to gay/bisexual men.
- (h) \$29,340 Jefferson; \$29,340 Grant
- (i) Includes \$200 for faciliation of Statewide Alliance and \$846 for travel.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances:

- HIV/AIDS Prevention Block Grant
- HIV Seropositive Wellness Program (SWP)
- HIV Family of Seroprevalence Surveys
- HIV Surveillance Activities in Multnomah County
- HIV Care Consortia
- AIDS Minority Outreach
- STD Control Program Multnomah and Jackson Counties
- Tuberculosis Outreach
- TB General Case Management and Epidemiology
- Drinking Water Program
- Maternal and Child Health/Perinatal
- Women and Children's Health Data Project
- High Risk Infant Monitoring and Follow-Up
- School Based Health Clinics
- Family Planning
- Rural Oregon Minority Prenatal Project
- Immunization
- Women, Infants and Children Program
- State Support for Public Health

.....
The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

Manager, Community Services

Multnomah County Oregon
Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division

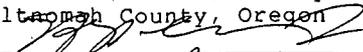


Authorized County or Agency Officer
and Title Beverly Stein, Multnomah County
Chair

Date

Date January 27, 1994

3/8/93

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

Date 12 Jan 94

MEETING DATE: JAN 27 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Oregon Health Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Janauary 13, 1994

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk/Gould

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of agreement with Oregon Health Division to provide research services related to grants received by the Health Department. Federal grants awarded to the county for various HIV and substance abuse projects has made \$382,789 available for the required research services.

*1/27/94 originals to Herman
Brame - pick up*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bill Adgerard

MULTIOMAL COUNTY
OREGON
1994 JAN 18 AM 10:51
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION - FISCAL SERVICES
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3625
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odegaard
REQUESTED PLACEMENT DATE: January 13, 1994
DATE: December 28, 1993
SUBJECT: Agreement with Oregon Health Division

- I. Recommendation/Action Requested: Request Board approval of this intergovernmental agreement with the Oregon Health Division for the period October 1, 1993 to and including September 30, 1994.
- II. Background/Analysis: Since 1988 the county has had a grant with the National Institute on Drug Abuse (NIDA) that has a major research component that has been conducted by the state. This agreement is a renewal of past agreements with the state for research services and a consolidation of research services for other grants received by the county. The state was not prepared until December 22, 1993 to agree to the cost of providing the services.
- III. Financial Impact: The grants and the cost of the research components are:
- | | |
|--|-----------|
| HIV Prevention in Women and Infants Grant | \$129,911 |
| HIV Prevention in Drug Treatment Dropouts Grant | \$136,828 |
| Community-Based Primary Care, Substance Abuse
HIV/AIDS and Mental Health Treatment Program
Grant | \$ 84,000 |
| HIV Homeless Project Grant | \$ 32,050 |
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current Policies: Working cooperatively with other governmental entities to provide health care.
- VII. Citizens Participation: None
- VIII. Other Government Participation: County received federal grants



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201244
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>1/27/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide technical assistance in the area of research design and project evaluation/research to County operations staff required by several HIV grants.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division
HIV Program
Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232
Phone 731-4000
Employer ID# or SS# N/A
Effective Date October 1, 1993
Termination Date September 30, 1994
Original Contract Amount \$ 382,789
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 12/29/93

Date _____

Date 11 Jan 94

Date January 27, 1994

Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0340			6060		0372	HIV women/child	129,911	
02.	156	015	0360 0335			6060		0400 0365	HIV Drug TX	136,828	
03.	156	015	0350			6060		0388	HIV the meless	24,050	
<p>* If additional space is needed, attach separate page. Write contract # on top of page.</p>											

RESEARCH SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of October, 1993, by and between MULTNOMAH COUNTY, a political subdivisions of the State of Oregon (hereinafter referred a "COUNTY"), and the State of Oregon acting by and through HEALTH DEPARTMENT (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY is in receipt of grants for "HIV Prevention in Women and Infants, "HIV Prevention in Drug Treatment Dropouts", "Community-Based Primary Care, Substance abuse, HIV/AIDS, and Mental Health Treatment Program" and "HIV Homeless Outreach Project" from the Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment for the period October 1, 1993 through September 30, 1994.

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

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

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

1. **Term:**

The term of this Agreement shall be from October 1, 1993 to and including September 30, 1994, unless sooner terminated under the provisions in paragraphs 14.

2. **Services:**

A. **STATE** services under this contract will consist of the following:

1. Assume responsibility for all required research components related to the following grants:

HIV Prevention in Women and Infants Grant # U62-CCU06947-02 (\$129,911.)

HIV Prevention in Drug Treatment Dropouts Grant # U01-DA07302-03
(\$136,828.)

Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental
Health Treatment Program Grant #CSH000 185-01-0 (\$84,000.)

HIV Homeless Project Grant # IHIN TI 00367-0100 (\$32,050.)

2. In a timely fashion, transmit all data provided by COUNTY on Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment forms to the Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment.

3. Provide monthly reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.

4. Provide technical assistance in the area of research design and project evaluation\research to COUNTY operations staff.

5. Assist in compilation of all progress reports required by the Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment.

6. Represent COUNTY in all negotiations with the Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment which involve research components of the grants, including any required out-of-state meetings.

7. In a timely manner transmit all data collected by COUNTY to the Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment or their designee.

8. Assist in the development of a noncompeting continuation grant application.

9. Develop questionnaires to assess the effects of local interventions.

10. Serve as consultants regarding the implementation and evaluation of enhanced interventions.

11. Comply with all special terms and conditions of award as outlined by the Centers for Disease Control, National Institutes for Drug Abuse, Health Resource and Services Administration, and the Center for Substance Abuse Treatment.

3. Compensation.

A. COUNTY agrees to pay STATE a maximum of \$382,789 based upon the following terms:

1) \$31,899.08/month. STATE will submit quarterly revenue and expenditure reports.

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

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

4. Contractor is Independent Contractor

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

B. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of 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.

10. Adherence to Law

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

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, 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, STATE 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. STATE 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.

11. Modification

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 STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

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

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

14. Early Termination

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 STATE, or be cause for placing conditions on said funding and/or services, 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 written notice to the other party.

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

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

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

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

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

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

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

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

OREGON HEALTH DIVISION

By _____

Date _____

Federal ID Number 93-6001752

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Beverly Stein
Multnomah County Chair

Date January 27, 1994

HEALTH DEPARTMENT

By: Bill Odegaard
Bill Odegaard, Director

Date: 12/29/94

HEALTH DEPARTMENT

By: [Signature]
Program Manager

Date: 12-22-93

REVIEWED:

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

By: [Signature]

Date: 11 Jan 94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JAN 27 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of intergovernmental agreement with Oregon Health Sciences University for provision of certain primary care dental services at the Russell Street Dental Clinic. The dental services will be provided to Oregon Health Plan Members as required by the Oregon Health Plan.

*1/27/94 originals picked up by
Herman Brane*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 18 AM 10:49

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Billi Odegaard*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odegaard
REQUESTED PLACEMENT DATE: December 16, 1993
DATE: December 1, 1993
SUBJECT: Agreement With Oregon Health Sciences University
(Russell Street Dental Clinic)

- I. Recommendation/Action Requested: Request Board approval of this agreement with Oregon Health Sciences University to provide primary care dental services for the period upon execution, and terminate upon 90 days written notice by either party.
- II. Background/Analysis: The Oregon Health Plan authorizes Multnomah County (Multicare Dental) to provide managed dental care services for Oregon Medicaid recipients. Multnomah County will subcontract with Oregon Health Sciences University to provide certain primary services required in the Oregon Health Plan.
- III. Financial Impact: County will pay contractor fee-for-service payments for covered services provided.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental units in the provision of health care.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 201254
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>1/27/94</u> DEB BOGSTAD</p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 150/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide certain primary dental care services to Oregon Health Plan members.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Oregon Health Sciences University
Mailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201

Phone 225-8803

Employer ID# or SS# 93-6001768W

Effective Date Upon Execution

Termination Date One year from date of execution

Original Contract Agreement or upon 60 days notice whichever is longer

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No
Date 12/20/93

Date _____

Date 1.11.94

Date January 27, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0810			6110		0314	DCO - Referrals	Requirements	
02.											
03.											

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

PROVIDER SERVICE AGREEMENT
(Participating Provider)

Between: Multicare Dental "Multicare Dental"
Oregon Health Sciences University
And: Russell Street Dental Clinic "Participating Provider"
Project Dental Health
Dated: _____, 1993

BACKGROUND

Multicare Dental is authorized to provide managed dental care services for Oregon Medicaid recipients. This Agreement sets forth the terms under which Participating Provider will subcontract to provide certain primary care dental services.

AGREEMENT

1 Definitions. Whenever used in this Agreement, the following terms will have the meanings set forth below:

1.1 "Payment" means the amount Multicare Dental pays providers for delivery of covered dental services. The payment rate is set forth in Exhibit A.

1.2 "Multicare Dental Rules" means the rules, policies, procedures, and guidelines adopted by Multicare Dental.

1.3 "Covered Services" means those Medically Appropriate dental services specified in the Dental/Denturist Services under the Oregon Health Plan Medicaid Demonstration Project Billing and Procedure Guide, which includes: (a) diagnostic services; (b) treatment services, that is included in or supports the condition/treatment pairs, specific to dental care, on the Prioritized List of Health Services reported to the Oregon Legislative Assembly by the Health Services Commission, to the extent such condition/treatment pairs are funded by the Legislative Assembly (at the time this Agreement is signed, the Legislative Assembly has funded the condition/treatment pairs included in lines 1 through 565 of the Prioritized List of Health Services). The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the OMAP Agreement and OMAP Rules.

1.4 "Emergency Services" means Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Covered Services provided by an appropriate source other than a Participating Provider are considered Emergency Services if the time required to reach a Participating Provider would have meant risk of permanent damage to the Member's health. These services are considered to be Emergency Services as long as transfer of the Member to a Participating Provider is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition.

1.5 "Enrollment Year" means a 12-month period beginning the first day of the month of enrollment of a Member and, for any subsequent year(s) of continuous enrollment that same day in each such year(s). The Enrollment Year of a Member who re-enrolls within one calendar month of disenrollment will be counted as if there were no break in enrollment.

1.6 "Fee-for-Service Payment" means a fee-for-service payment based on the Multicare Dental's fee-for-service rate schedule for any Covered Services that are provided to a Member.

1.7 "Dental Director" means the Dental Director of Multicare Dental or his or her designee.

1.8 "Dentally Appropriate" means dental services which are required for prevention, diagnosis or treatment for oral disease or injury and which are: (a) consistent with the symptoms of a dental condition or treatment of a dental condition; (b) appropriate with regard to standards of good dental practice and generally recognized by the dental scientific community as effective; (c) not solely for the convenience of the Member or a provider of the dental service; and (d) the most effective of the alternative levels of dental service which can be safely provided the Member in Provider's judgment.

1.9 "Medical Card" means the identification card issued by OMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.

1.10 "Member" means a person properly receiving benefits under one of the Dental Care Organizations (DCO) administered by OMAP, and who is enrolled with Multicare Dental, as his or her DCO and resides in the Service Area.

1.11 "OMAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs.

1.12 "OMAP Agreement" means the Provider Services Agreement dated _____, 1993, between OMAP and Multicare Dental as amended from time to time.

1.13 "OMAP Rules" means the administrative rules duly promulgated by OMAP under OAR Chapter 410.

1.14 "Participating Provider" means a health care professional, facility or supplier who has contracted with Multicare Dental to provide specified Covered Services to Members. Multicare Dental will publish and maintain a list of Participating Providers. A Participating Provider is a provider so long as this Agreement is in effect.

1.15 "Service Area" means the geographic area identified on Exhibit A., Multnomah County.

1.16 "Dental Care Organization (DCO)" means a Prepared Health Plan that provides dental services including routine dental care, dental case management, and emergency dental services as Capitated Services under the Oregon Health Plan.

2 Engagement.

2.1 Multicare Dental hereby engages Participating Provider as an independent contractor to provide or arrange for the provision of Covered Services to Members at any office or facility of Participating Provider located within the Service Area.

2.2 This Agreement will in no way be construed to provide any rights directly to Members except that Members may assert paragraphs 5.6 and 5.7 hereof.

2.3 This Agreement and the relationship between Multicare Dental and Participating Provider is subject to the OMAP Agreement, OMAP Rules and Multicare Dental Rules. If there is a conflict between the terms of this Agreement and the OMAP Agreement, OMAP Rules or Multicare Dental Rules, the terms of the OMAP Agreement or such rules will control.

3 Provider Services and Agreements.

3.1 Provider agrees to provide Covered Services within the Service Area to Members within the scope of its practice and license. Provider agrees to accept all Members for diagnosis and treatment. Members will be treated without discrimination of any kind except on the group of noncooperation of the Member.

3.2 Participating Provider may make referrals for Emergency Services but not notify Dental Director immediately within normal business hours or otherwise within 48 hours of the rendition of such Emergency Services.

3.3 Before providing Covered Services (other than Emergency Services) to a Member, Participating Provider will verify eligibility of member referred by Multicare Dental. Participating Provider will also comply with all applicable laws OMAP Rules and Multicare Dental Rules regarding "informed consent."

3.4 Participating Provider will provide Covered Services in a manner which assures continuity, including coordination with the Referring Dentist. In addition, Provider will:

3.4.1 Conduct its practice and treat all Members at a level of care and competence that, in view of its special expertise, equals or exceeds the standard of care imposed upon providers having similar types of practice in this state;

3.4.2 Obtain and maintain, and require its employees, to obtain and maintain, any and all required licensed, certificates, qualifications or certificates of need, and give Multicare Dental immediate notice of the lapse, termination, cancellation, limitation, qualification or suspension of the same;

3.4.3 Allow its name to be used in connection with Multicare Dental activities; and

3.4.4 Comply with all OMAP Rules, Multicare Dental Rules, and other applicable state and federal laws and regulations.

3.5 Participating Provider will cooperate with and participate in Multicare Dental's Quality and Management Review Program.

3.6 Participating Provider will obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage for direct and vicarious liability relating to any damages caused by an error, omission, or negligent act of Participating Provider or in an amount of not less than \$500,000 per person per incident and \$1 million in the aggregate. Such insurance will be upon term and with insurance carriers acceptable to Multicare Dental. Participating Provider will provide proof of insurance coverage upon request of Multicare Dental.

3.7 Participating Provider will perform the work under this agreement as independent contractors and not as officers, employees, or agents of the State or as those terms are used in ORS 30.265.

3.8 Participating Provider will defend, indemnify, save, and hold harmless Multicare Dental and OMAP, and each of their respective officers, agents and employees, from all damages, costs, and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Participating Provider or its employees.

3.9 If sums payable to Participating Provider under this agreement exceed \$100,000, Provider will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Participating Provider will report any violations to OMAP, to the Department of Health and Human Services, and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

3.10 Participating Provider will comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Title III, Part C, Public. L. 94-165).

3.11 If sums payable to Participating Provider exceed \$10,000 Provider will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. part 60).

3.12 Participating Provider will comply with the requirements of 42 C.F.R. Part 489, Subpart I OBRA 1990, Patient Self-Determination Act, and Oregon REvised Statute, Chapter 127, as amended by the Oregon Legislative Assembly 1993, pertaining to advanced directives.

3.13 Participating Provider acknowledges that no federal appropriated funds have been paid or will be paid, by or on behalf of Participating Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any

federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of federal contract, grant, loan, or cooperative agreement. Provider agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, Provider will complete and submit Standard Form-LLL "Disclosure From to Report Lobbying," in accordance with its instructions.

3.14 Participating Provider is subject under the Oregon Workers Compensation Law and shall comply with ORS 656.017 which requires them to provide Worker's Compensation coverage for all of their employees.

4 Multicare Dental. Multicare Dental agrees to:

4.1 Perform all administrative, accounting, marketing, enrollment and other functions necessary, convenient or appropriate for the administration of this Agreement;

4.2 Maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services and prior authorization of Written Referrals; and

4.3 Employ and provide a dentist as Dental Director who will be responsible for the management of the dental care aspects of Multicare Dental.

5 Provider Compensation.

5.1 Multicare Dental will pay to Participating Provider Fee-for-Service Payments for Covered Services that are provided to a Member. Billing and payment for all fee-for-service claims will be pursuant to Multicare Dental Rules.

5.2 Multicare Dental will have no obligation to make any Fee-For-Service Payments to Participating Provider:

5.2.1 For any periods during which Multicare Dental determines, in its reasonable discretion, that Provider materially breached any of its obligations under this Agreement;

5.2.2 If Participating Provider fails to make a reasonable attempt to verify an individual's eligibility for Dental Services;

5.2.3 If information provided to Multicare Dental by Participating Provider is inaccurate and Multicare Dental should later determine either that the individual was not eligible or the services were not Covered Services.

5.2.4 If the delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the Multicare Dental Utilization Management and Quality Review.

Any payments received by Participating Provider in breach of the above, and any other payments received by Provider from Multicare Dental to which Participating Provider is not entitled under the terms of this Agreement, will be considered an overpayment and will be recovered from Participating Provider as a set-off against future payments due, in accordance with OAR 410-120-740, or as otherwise provided by law.

5.3 Multicare Dental reserves the right to coordinate benefits with other health plans, insurance carriers, or government agencies. Participating Provider consents to Multicare Dental's release of medical information to such other parties as necessary to accomplish the coordination of benefits. Coordination of benefits will not result in compensation in excess of the amount determined by this Agreement, except where state laws or regulations require to the contrary. If Participating Provider has knowledge that a Member has third party insurance or benefits or that either Member or Provider is entitled to payment by a third party, Participating Provider will immediately so advise Multicare Dental. Multicare Dental will be entitled to a credit or refund for the exact amount of payment received by Participating Provider.

5.4 The payment to Participating Provider by Multicare Dental under this Article 5 will compensate Participating Provider and all persons providing Covered Services under or through Participating Provider, for the provision of all Covered Services to Members. Services which are not Covered Services may be the responsibility of the Member and Participating Provider may bill and collect separately for those which are lawfully the responsibility of the Member. Payment by Multicare Dental will not constitute a waiver of defenses.

5.5 Participating Provider will submit to Multicare Dental encounter data for each contact with a Member which would qualify for a Fee-For-Service Payment. Participating Provider shall submit encounter data at least once per calendar month. Each encounter claim will include such information as may be required by Multicare Dental Rules.

5.6 If Participating Provider fails to make a reasonable attempt to verify an individual's eligibility for Covered Services or if the information provided to Multicare Dental by Participating Provider is inaccurate and Multicare Dental should later determine either that the individual was not eligible or the services were not Covered Services, Multicare Dental will not be liable for payment for such services. Verification of eligibility by Multicare Dental is based upon records at hand. If Multicare Dental subsequently determines that a patient is or was not a Member at the time services are rendered, Multicare Dental will promptly notify Participating Provider and payment (if any) will be determined based on the effective dates of membership.

5.7 No payments for Covered Services will be made if the delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the Multicare Dental Quality Assurance and Utilization Review Program. Participating Provider agrees that it will not charge, bill or attempt to collect from Multicare Dental or the Member for any charges incurred in connection with such services. The agreement of a Member to the contrary will not bind Multicare Dental.

5.8 In no event, including, but not limited to nonpayment by Multicare Dental, Multicare Dental's insolvency or breach of this Agreement, will Participating Provider bill, charge, collect a deposit from, seek compensation, copayment, deductible, remuneration or reimbursement from, or have any recourse against OMAP, a Member or other person, other than Multicare Dental for Covered Services. This provision will not prohibit collection for non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits. In the event of Multicare Dental's insolvency, Provider will continue to provide Covered Services to Members for the duration of the period for which premiums on behalf of the Member were paid to Multicare Dental or until the Member's discharge from inpatient facilities, whichever is later.

6 Records and Confidentiality of Records.

6.1 Provider will maintain financial and other records pertinent to this Agreement. All records other than dental records will be retained by Participating Provider for at least three years after financial payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved. Retention of dental records is subject to OAR 410-141-180, Medical Recordkeeping.

6.2 At all reasonable times, Participating Provider will provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement. These records will be made available for the purpose of making audit, examination, excerpts and transcriptions. Contractor will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such an audit or review.

6.3 Subject to the requirements of applicable law, including 42 C.F.R. Part 431, Subpart F, Participating Provider will not use, release or disclose any information concerning a member for any purpose not directly connected with the administration of this Agreement, except with the written consent of the OMAP member, the Member's attorney or, if appropriate, the Member's parent or guardian. Participating Provider will ensure that its agents, employees, officers and subcontractors with access to the Member's records understand and comply with this confidentiality provision. Participating Provider will maintain confidentiality of medical records in accordance with applicable law, including ORS 433.045(3) with respect to HIV test information.

6.4 All of this Article 6 will survive termination of this Agreement for a period of five years.

7 Grievance and Arbitration.

7.1 Multicare Dental will maintain a reasonable procedure for hearing and responding to the grievances of Members and Participating Providers. Participating Provider will cooperate with such grievance procedure.

8 Term and Termination.

8.1 This Agreement will be in effect on the date of execution. Either party may terminate this Agreement without cause by giving the other party written notice of termination of at least 90 days prior to the effective termination date.

8.2 Multicare Dental will terminate or suspend this Agreement with Participating Provider upon: the lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Participating Provider or the lapse, relinquishment, suspension, expiration, cancellation, or termination of Participating Provider's malpractice insurance.

8.3 This Agreement may terminate at Multicare Dental's option and without notice in the event that: Participating Provider files for protection under the U.S. Bankruptcy Code; a receiver is appointed to manage Participating Provider's affairs; or Participating Provider is declared insolvent.

8.4 Multicare Dental reserves the right to terminate this Agreement upon 10 days' notice in the event that Participating Provider or any officer, director, or employee of Participating Provider: violates any material provision of this Agreement; violates any material rule or procedure of Multicare Dental; violates prevailing standards of the dental profession in this state; or is convicted of a criminal offense involving moral turpitude. Any determination under this section may be appealed by the Participating Provider to the governing body of Multicare Dental whose decision will be final.

8.5 Upon the happening of any of the following events of default, this Agreement may be terminated by the nondefaulting party if the default is not corrected within 30 days following delivery of written notice to the defaulting party of the specific description of the default. Such events are:

8.5.1 The failure of Multicare Dental to make any payment required under this Agreement before 90 days after it is past due.

8.5.2 The default of either party in the substantial performance of substantive and nonmonetary terms, conditions, covenants or obligations of this Agreement.

8.6 Participating Provider may have a reciprocal right of termination with respect to the licensure of insolvency of Multicare Dental, but such rights are fully subjective to state laws, rules and regulations and, accordingly, no specific reciprocal rights are Participating Provider for herein.

8.7 In order to protect the rights of Members upon nonperformance hereof by Multicare Dental for any reason including insolvency, the parties agree that each will continue to perform all of its duties and obligations with respect to Members then under the care of Participating Provider to the date of termination. Participating Provider will be eligible for

reimbursement under the terms of this Agreement during such period. Provider is entitled to receive all earned compensation to the date of termination. following expiration of all periods during which Participating Provider is obligated to provide Covered Services, Participating Provider will use reasonable efforts to assist and cooperate in the transfer of Members to other dental care providers.

8.8 Participating Provider may have reciprocal right of termination with respect to licensure or insolvency of Multicare Dental but such rights are fully subject to state laws, rules, and regulations and accordingly, no specific reciprocal rights are available to Participating Provider.

9 Miscellaneous.

9.1 This Agreement may be amended in writing by Multicare Dental and such amendment will automatically become effective 31 days after written notice to Participating Provider, unless specifically rejected by Participating Provider in writing within 30 days of such written notice.

9.2 Multicare Dental may impose sanctions upon Participating Provider for failing to comply with the terms of this Agreement. Such sanctions may include temporary suspension of participation by a Participating Provider, an employee or officer thereof.

9.3 Participating Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of Multicare Dental. Multicare Dental may assign this Agreement and any party or parts hereof without the consent of Participating Provider. In the event of merger, consolidation or acquisition of either party, this Agreement will be binding on the parties and any successors of the parties.

9.4 This Agreement will be governed by the laws of the State of Oregon. The parties stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah.

OREGON HEALTH SCIENCES UNIVERSITY

By: _____
Dennis Borden, Ph.D.
Assistant Vice President,
Research Admin.

Date: _____
93-6001768W
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Beverly Stein
Multnomah County Chair

Date: January 27, 1994

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 12/30/93

By: David D Emery
Program Manager

Date: 12/3/93

REVIEWED
BY: [Signature]
MULTNOMAH COUNTY COUNCIL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

RUSSELL STREET CLINIC

EXHIBIT A

PAYMENT SCHEDULE

Calculation of cost of Covered Services provided to MultiCare Dental Members will be computed based on the percentage of Relative Value Units (RVUs) generated by the Participating Provider compared to total values generated by all MultiCare dental primary care dentists less six (6) percent administrative fee and specialty referral costs. Payments for Covered Services will be made based on this calculation.

MEETING DATE: JAN 27 1994

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of amendment to intergovernmental agreement with Oregon Adult and Family Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH DIVISION: _____

CONTACT: Tom Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of amendment to contract #200614 with state of Oregon Adult and Family Services Division for the provision of health screening assessment services for refugees. The amendment deletes Clackamas County from the listing of counties in the contract.

*1/27/94 originals picked up by
Therman Brome*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bill Olgard

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 18 AM 10:51

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION - FISCAL SERVICES
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3625
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odegaard
REQUESTED PLACEMENT DATE:
DATE: December 29, 1993
SUBJECT: Amendment to contract with Oregon Adult and Family Services Division

- I. Recommendation/Action Requested: The Board is requested to approve an amendment to contract #200614 with Oregon Adult and Family Services Division.
- II. Background/Analysis: The original contract was executed August 10, 1993 and provides for the state to reimburse the county for providing health screening assessment services for individuals who meet the definition of a refugee under 101 (a) (42) of the Immigration and Naturalization Act. The amendment deletes Clackamas county from the listing of counties.
- III. Financial Impact: None
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200614

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>1/27/94</u></p> <p>DEB BOGSTAD</p> <p>BOARD CLERK <i>REVENUE</i></p>
--	---	--

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Correct error in the original language of the contract.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name State of Oregon Adult & Family Services Division

Mailing Address 500 Summer Street NE Salem, Oregon 97310-1013

Phone (503) 378-6142

Employer ID# or SS# _____

Effective Date Upon Execution

Termination Date September 30, 1994

Original Contract Amount \$ 665,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ N/A

Total Amount of Agreement \$ 665,000

Remittance Address: _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Billi Odgaard*

Purchasing Director (Class II Contracts Only) _____

County Counsel *[Signature]*

County Chair / Sheriff *[Signature]*

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

Encumber: Yes No

Date 1/3/94

Date _____

Date 1/27/94

Date January 27, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0411			2053		0304	Refugee Screening	N/A	
02.											
03.											

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

Oregon

DEPARTMENT OF
HUMAN RESOURCES

Human Resources Building

ADULT AND
FAMILY
SERVICES
DIVISION



AFS Contract Number 30093-1

Amendment Number One to the Refugee Service Contract between Adult and Family Services Division and Multnomah County Health Services.

Whereas the Parties have entered into a Contract for providing of specific services by Contractor, and

Whereas the Parties have determined there was an error in the original contract language, which added Clackamas County to the primary service authority to be served by Multnomah County.

Now, Therefore the Contract is hereby amended as follows:

- a. Section 6. Consideration and Billing, Subsection a. Budget: Paragraph (1), is hereby amended by deleting Clackamas County from the listing of counties.
- b. Section 6. Consideration and Billing, Subsection a. Budget: Paragraph (2), is hereby amended by deleting Clackamas County from the listing of counties. Clackamas County is now classified as an Other County under the Sub-article.

This Amendment becomes effective upon execution by all the parties following written approval for legal sufficiency by the State of Oregon Department of Justice.

All other provisions remain unchanged.

Contractor, by and through its authorized official:

Name: Beverly Stein

Title: Multnomah County Chair

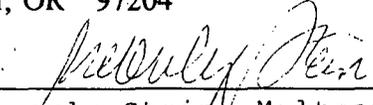


Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1013
Salem - (503) 378-6142
FAX - (503) 373-7492
TDD - (503) 378-6791

AGREED

Multnomah County Health Department
426 S.W. Stark Street, 2nd Floor
Portland, OR 97204

By 
Beverly Stein, Multnomah County Chair
Dated January 27, 1994

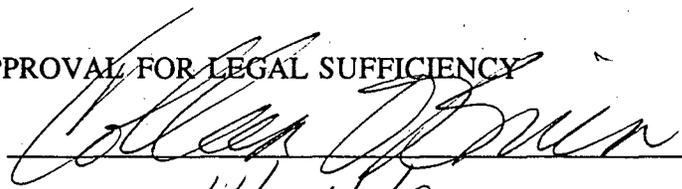
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

Adult and Family Services Division

By _____

Dated _____

APPROVAL FOR LEGAL SUFFICIENCY

By 
Dated 1/24/93

Reviewed

By _____
IMS Section Manager

By _____
State Refugee Coordinator

By _____
AFS Contracts Manager

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

By 
Date 11 Jan 94

MEETING DATE: JAN 27 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Program Initiated Peace Officer Hold Designees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 3 Minutes

DEPARTMENT: _____ **DIVISION:** Children & Families Services

CONTACT: Lynn Meyo **TELEPHONE #:** 248-3691 ext. 6358
BLDG/ROOM #: 160/6th Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Lynn Meyo

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Routine Request for Program Initiated Peace Officer Hold Designees

No Budget Impact

See Attached Briefing Memo

1/27/94 copy to Lynn Meyo

1994 JAN 18 AM 10:51
MULTIPLER COUNTY
OREGON
OFFICE OF
ADMINISTRATIVE
SERVICES

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Lorenzo Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH & FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH PROGRAM
426 SW STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 FAX (503) 248-3926
TDD (503) 248-3598

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: LOLENZO POE, DIRECTOR *Lorenzo Poe mds*
CHILDREN AND FAMILIES SERVICES DIVISION

TODAY'S DATE: JANUARY 3, 1994

REQUESTED PLACEMENT DATE: ASAP

RE: PROGRAM INITIATED PEACE OFFICER HOLD DESIGNATION
(PIPOH)

-
- I. Recommendation/Action Requested:
Ratification of the changes in the list of designees for Program Initiated Peace Officer Holds (mental health holds).
 - II. Background/Analysis:
The Children and Families Services Division has participated in the training of these individuals and believe that they can perform Program Initiated Police Officer holds in accordance with ORS 426.215. On a quarterly basis, because of staff turnover, new designees need to be added to the authorized list.
 - III. Financial Impact:
No impact.
 - IV. Legal Issues:
The rules governing Program Initiated Police Officer Holds are found in ORS 426.215.
 - V. Controversial Issues:
Process has been in effect since 1987. We see no current political controversy in this matter.
 - VI. Link to Current County Policies:
This is consistent with current County policies.
 - VII. Citizen Participation:
We do not anticipate citizen involvement at this meeting.
 - VIII. Other Government Participation:
There are no other jurisdiction/county departments affected.

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)	
of the Mental Health Program Director)	
to Direct a Peace Officer)	Resolution
to Take an Allegedly Mentally Ill Person)	94-17
into Custody)	

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

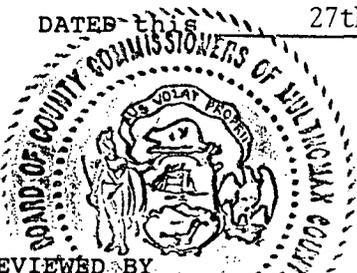
Added to the list of designees are:

- Tracy Hart, Network Behavioral Health
- Jeffrey Baker, Ryles Center
- Kelsey Broyles, Ryles Center
- Terry Beckett, Ryles Center
- Thomas Vecchione, Ryles Center
- Willa Schneberg, Garlington Center
- Jane Knechtel, Garlington Center
- Jacqueline Hill, Mt Hood Mental Health
- Tim Kellebrew, Mt Hood Mental Health
- Robert Rees, Mt Hood Mental Health
- Patricia Rodrick, Garlington Childrens Program
- Sharon Schmidt, Garlington Childrens Program

DATED this 27th of January, 1994.

BOARD OF COUNTY COMMISSIONERS

By *Beverly Stein*
 Beverly Stein
 Chair, Board of Commissioners



REVIEWED BY
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *H.H. Lazenby*
 H.H. Lazenby
 Assistant County Counsel

MEETING DATE: JAN 27 1994

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #3 with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ **DIVISION:** Children and Families Services

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 x 6858
BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: Susan Clark/Kathy Tinkle

ACTION REQUESTED:

- INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Amendment #3 between the Multnomah County Children and Families Services Division's Adult Mental Health Program and Oregon Health Sciences University for the period January 1 through June 30, 1994. Adult Mental Health Services increase \$642 in State funds as a one-time-only award to offset a previous reduction.

1/28/94 originals to Kathy Tinkle

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

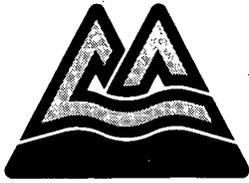
OR

DEPARTMENT MANAGER: *William T. Doe Sr.*

MULTNOMAH COUNTY
OREGON
1994 JAN 18 AM 10:52
BOARD CLERK
COUNTY CLERK

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

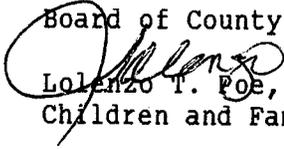


MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners
FROM:  Lorenzo T. Poe, Director
Children and Families Services Division
DATE: December 27, 1993
REQUESTED PLACEMENT DATE:
RE: Approval of Amendment #3 with Oregon Health Sciences University

I. Action Requested:

Approval of the attached amendment #3 with Oregon Health Sciences University.

II. Background/Analysis:

Amendment #3 increases Adult Mental Health Services \$642 to offset an earlier reduction in Psychiatric Security Review Board (PSRB) services. The amendment attached restore some Psychiatric Security Review Board (PSRB) funds which were mistakenly cut in an earlier State action. Funding for the one-time-only awards has been made available via a combination of carryover funds and the shifting Adult Mental Health Services within County programs. Similar amendments are being processed for other mental health service providers.

III. Financial Impact:

Funding is via the State Mental Health Grant.

V. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for its' citizens.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

AN EQUAL OPPORTUNITY EMPLOYER



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100274

Amendment # 3

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>1/27/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Department _____ Division CFSD Date DEC 17, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE *CS/oz KTT* Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #3 increases MHS 20\$642 in State funds as a one time only award to offset an earlier reduction in PSRB funds effective January 1 through June 30, 1994.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY
 Mailing Address 3181 SW SAM JACKSON PARK RD L106
PORTLAND OR 97201
 Phone 494-4854
 Employer ID# or SS# 93-6001786W
 Effective Date January 1, 1994
 Termination Date June 30, 1994
 Original Contract Amount \$ 111,994+Req.
 Total Amount of Previous Amendments \$ 138,683+Req.
 Amount of Amendment \$ 642
 Total Amount of Agreement \$ 139,325+Req.

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

REQUIRED SIGNATURES
 Department Manager *Allen T. Poe Jr.*
 Purchasing Director _____ (Class II Contracts Only)
 County Counsel *[Signature]*
 County Chair / Sheriff *[Signature]*
 Contract Administration _____ (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 12/28/93
 Date _____
 Date 1 Jan 94
 Date January 27, 1994
 Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1327			6060				642	
02.											
03.											

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

**MULTNOMAH COUNTY
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
AMENDMENT NUMBER 3**

Duration of Agreement:	January 1, 1994 To: June 30, 1994	Contract #:	100274-03
Contractor Name:	Oregon Health Sciences University	Telephone:	494-4854
Contractor Address:	3181 S.W. Sam Jackson Park Road Box L106 Portland, OR 97201	I.R.S. #:	93-6001786W
		Medicaid #:	157883

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Amount</u>	<u>Change</u>	<u>Revised Amount</u>	<u>Revised Units</u>	<u>Basis of Payment</u>
IPP Non-Residential Adult	MHS 20 State	\$64,356	\$642	\$64,998	0	Service Capacity
CTS/AA	MHS 20 State	\$14,127	\$0	\$14,127	0	Service Capacity
Partners Consult. Services	MHS 37 State	\$60,200	\$0	\$60,200	860 Hours	Adjusted at years end to actual hours of service
		<u>\$138,683</u>	<u>\$642</u>	<u>\$139,325</u>		

MEDICAID BILLING ALLOCATION

Subject to the General Conditions and Special conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through -130.

<u>Service Element</u>	<u>Fund Source</u>	<u>Amount</u>	<u>Change</u>	<u>Revised Amount</u>	<u>Revised Units</u>	<u>Basis of payment</u>
School of Nursing, Child & Ad	MHS 22 Medicaid	\$72,240	\$0	\$72,240	0	N/A
IPP Children & Adolescent	MHS 22 Medicaid	\$3,715	\$0	\$3,715	0	N/A
IPP Non-Residential Adult	MHS 20 Medicaid	\$246,707	\$0	\$246,707	0	N/A
MEDICAID TOTAL:		<u>\$322,662</u>	<u>\$0</u>	<u>\$322,662</u>		

SERVICES UNDER FEE-FOR-SERVICE

<u>Service Element</u>	<u>Fund Source</u>	<u>Maximum Payable</u>	<u>Type of Unit/Slot</u>	<u>Rate per Unit/Slot</u>
Special Projects: Partners	MHS 37 State	Requirements	Day Treatment	\$120/Day of service enrollement
			School of Nursing Outpatient	See Fee Schedule in Special Conditions
			School of Nursing Psychological Evaluation	\$300/evaluation

NARRATIVE:

State Funding, effective January 1, 1994.

\$642 Increase in MHS 20, Adult Services, is a one-time-only award to partially offset an earlier reduction needed to hold PSRB within this service element harmless.

This increases FY94 State funding by: **\$642**

To a revised State total of: **\$139,325**

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

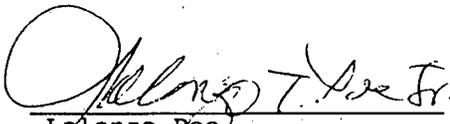
CONTRACTOR:

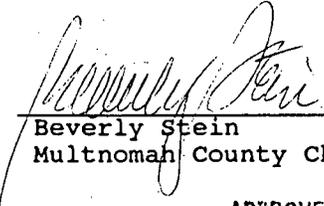
MULTNOMAH COUNTY, OREGON:

By _____
Agency Board Chairperson Date

By  12/13/93
Rex Surface Date
Adult Mental Health Program Manager

By _____
Agency Executive Director Date

By  12/28/93
Lorenzo Poe Date
Division Director

By  1/27/94
Beverly Stein Date
Multnomah County Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 1/27/94
DEB BOGSTAD

REVIEWED: BOARD CLERK

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  11 Jan 94
Assistant County Counsel Date

MEETING DATE: JAN 27 1994

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RATIFICATION OF AN AGREEMENT WITH THE REGIONAL DRUG INITIATIVE (RDI)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ **DIVISION:** Children and Families Services

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 x6858
BLDG/ROOM #: 16076

PERSON(S) MAKING PRESENTATION: Susan Clark/Kathy Tinkle

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of a renewal agreement between the Multnomah County Alcohol and Drug Program Office and the Regional Drug Initiative (RDI) office for the period of January 1 through June 30, 1994. The RDI serves as the fiscal agent for a Federal grant which passes \$201,828 in operating funds to Multnomah County to continue a multi-agency effort to combat drug abuse in the County.

1/28/94 originals to Kathy Tinkle

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Lorenzo Poe MS*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 19 PM 1:22

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

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

DATE: January 12, 1994

REQUESTED PLACEMENT DATE:

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

I. Action Requested:

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

II. Background/Analysis:

The contract attached renews an agreement in which the Regional Drug Initiative (RDI) and Multnomah County Children and Families Services Division's Alcohol and Drug Program office agree to participate in this multi-agency effort by working together to implement programs to combat drug abuse in Multnomah County. The RDI will pass \$201,828 in federal funding from the Office of Substance Abuse and Prevention to Multnomah County to operate the program.

III. Financial Impact:

This is a five year federal Community Partnership grant from the Office of Substance Abuse and Prevention (OSAP) which is subject to renewal every six (6) months. It is anticipated the grant award will be renewed again after the June 30, 1994 expiration of this agreement. The award amount for this six (6) month period is \$201,828.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

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

VII. Citizen Participation:

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

VIII. Other Government Participation:

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104624

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRFB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>REVENUE</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>1/27/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	---	--

Department _____ Division CHILDREN & FAMILIES SVCS Date JAN 5, 1994

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Renews the agreement to mutually fund Regional Drug Initiative (RDI) staff. The \$201,828 in revenue is through a Federal grant administered by the City of Portland and is effective January 1 through June 30, 1994.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name REGIONAL DRUG INITIATIVE (RDI)

Mailing Address 522 SW 5TH SUITE 1310
PORTLAND OR 97204

Phone 294-7074

Employer ID# or SS# N/A

Effective Date January 1, 1994

Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 201,828

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager *Salvador Paez*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *[Signature]*

County Chair / Sheriff *[Signature]*

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

Encumber: Yes No

Date 1/13/94

Date _____

Date 10 Jan 94

Date JANUARY 27, 1994

Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1412						Revenue- 2102	201,828	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

AGREEMENT

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

RECITALS:

1. The Regional Drug Initiative, a legal entity formed by intergovernmental Agreement, pursuant to ORS 190.010(5), (RDI) seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in Multnomah County.
2. The County (Contractor) seeks to enter into an agreement with RDI to delineate the means by which the County will be reimbursed for personnel and motor pool costs for RDI staff.
3. The period of the contract is from January 1, 1994 through June 30, 1994.

AGREED:

I. Scope of Services

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

II. Compensation and Method of Payment

The County (Contractor) will be compensated by RDI for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of January 1, 1994 through June 30, 1994, shall not exceed \$201,828. Personnel costs shall be for the following positions:

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

Estimated motor pool costs are \$1,200.

III. Project Manager

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

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

IV. General Contract Provisions

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

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

- B. **TERMINATION FOR CONVENIENCE.** RDI and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by RDI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract by this Agreement less payments of compensation previously made.
- C. **REMEDIES.** In the event of termination under Section A hereof by RDI due to a breach by the Contractor, then RDI may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to RDI the amount of excess.

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

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

- D. **CHANGES.** RDI may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contract must be approved by ordinance of the RDI Task Force.
- E. **MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to RDI. RDI or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.
- F. **AUDIT OF PAYMENTS.** RDI, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period established by Section E above. If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to RDI.
- G. **INDEMNIFICATION.** The COUNTY shall defend, indemnify, hold and save harmless RDI, its officers, agents and employees from damages arising out of the tortious acts of the COUNTY or its officers, agents, and employees acting within the scope of their employment and duties in performance of this contract 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. RDI shall defend, indemnify, hold and save harmless the COUNTY, its officers, agents and employees from damages arising out of the tortious acts of RDI, or its officers, agents and employees acting within the scope of their employment and duties in performance of this contract 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 9.
- H. **LIABILITY INSURANCE.** The Contractor shall maintain public liability and property damage insurance that protects the Contractor and RDI actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured RDI and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to RDI Project Manager. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Period of Agreement

This agreement shall be in effect for the period starting January 1, 1994 and ending June 30, 1994.

Dated this _____ day of _____, 1994.

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

REGIONAL DRUG INITIATIVE:

MULTNOMAH COUNTY, OREGON:

By _____
Vera Katz Date
RDI Chair

By Norma Jaeger 1-13-94
Norma Jaeger Date
Program Manager

By _____
John Trachtenberg Date
RDI Vice Chair

By Lorenzo T. Poe, Jr. 1-13-94
Lorenzo T. Poe, Jr. Date
Division Director
Children and Families Services Division

By Beverly Stein 1/27/94
Beverly Stein Date
Multnomah County Chair

REVIEWED:

Laurence Kressel, County
Counsel for Multnomah County, Oregon

By [Signature] 18 Jan 94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 1/27/94
Deb Bogstad
BOARD CLERK

MEETING DATE: JAN 27 1994
AGENDA NO: C-12

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Continuation Intergovernmental Agreement Between Housing Authority of Portland and Children and Families Services Division, for Homeless Prevention Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes/consent

DEPARTMENT: _____ DIVISION: Children & Families Svcs

CONTACT: Rey España TELEPHONE: 248-5464
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Children and Families Services Division, Community Action Program is renewing its agreement with the Housing Authority of Portland to support the Housing Authority's efforts to prevent evictions in publicly assisted housing, under the federally-funded Family and Community Partnerships Project. The contract is for \$49,509 and runs through September 30, 1994.

The Community Action Program and Housing Authority of Portland worked cooperatively on the Family and Community Partnerships Project grant application; the County was the lead applicant. Under the grant, the County and the Housing Authority are to develop systems and infrastructure to avoid homelessness among families by preventing evictions.

This is the second year of the federal grant and contract with the Housing Authority of Portland.

1/28/94 originals to Sheila Conroy
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

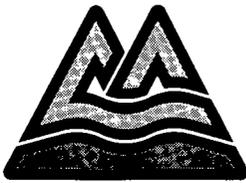
DEPARTMENT MANAGER: *Rey España*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

hap94b

1994 JAN 18 AM 10:47
MULTNOMAH COUNTY
CLERK OF BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION
YOUTH PROGRAM OFFICE
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
PHONE (503) 248-5464 FAX (503) 248-3332
COUNTY INFORMATION TDD (503) 248-5040

COMMUNITY
CHILDREN AND
YOUTH SERVICES
COMMISSION

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Children and Families Services Division *LP/KE*

DATE: December 30, 1993

SUBJECT: Intergovernmental Agreement with Housing Authority of Portland

I. Recommendation/Action Requested: The Children and Families Services Division, Community Action Program recommends Board of County Commissioner approval of the attached contract with the Housing Authority of Portland, for the period upon execution through September 30, 1994.

II. Background/Analysis: The Children and Families Services Division is continuing to contract with the Housing Authority of Portland for homeless prevention systems development and client services, under the federally-funded Family and Community Partnerships Project. This grant funds the development of an infrastructure to prevent evictions and homelessness among low income families. The Housing Authority is a partner with the County in the grant; the County is the lead agency for receipt of funds.

The contract is for \$49,509 through September 30, 1994. It pays for Housing Authority staff to work with residents and landlords of publicly subsidized housing to reduce behavior which could result in eviction and to mediate landlord/tenant situations putting families at risk of eviction.

III. Financial Impact: The contract is for \$49,509; the funds are included in the Division's budget. The funds are federal grant funds earmarked for this purpose.

IV. Legal Issues: none

V. Controversial Issues: none. This is the second year of this contract.

VI. Link to Current County Policies: County, as the designated Community Action Agency, is responsible for addressing homelessness and poverty. This grant is intended to set up systems that will prevent homelessness among families.

VII. Citizen Participation: The whole project includes contracts with three other community based agencies (Albina Ministerial Alliance, Human Solutions, and YWCA, St. Johns). The Community Action Commission has oversight of the project as a Community Action activity.

VIII. Other Government Participation: The contract is with the Housing Authority of Portland, a collaborator on the grant application.

hap94z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 104604

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-12</u> DATE <u>1/27/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	--

Department _____ Division Children & Families Date 12/30/93

Contract Originator Barbara Willer Phone 5464 Bldg/Room 161/2

Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2

Description of Contract Second year of funding to develop infrastructure to prevent evictions and homelessness of families in publicly assisted housing under the federal Family and Community Partnerships Project grant.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Housing Authority of Portland
 Mailing Address 135 SW Ash
Portland OR 97204
 Phone 273-4515
 Employer ID# or SS# 93-6001547
 Effective Date Upon Execution
 Termination Date September 30, 1994
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 49,509

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

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

Encumber: Yes No
 Date December 30, 1993
 Date _____
 Date 24 Jan 94
 Date January 27, 1994
 Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1732			6060		1773	FCS	49,509	
02.											
03.											

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

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.

This is to Certify that

HOUSING AUTHORITY OF PORTLAND
135 SW ASH
PORTLAND OR 97204

RECEIVED

JUL 14 1993

Liberty Northwest
Insurance Corporation
A Liberty Mutual Company
Lloyd Center Tower
825 NE Multnomah Street
Portland, Oregon 97232
(503) 239-5800



is, at the date of the certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
WORKERS COMPENSATION	7/01/94	WC4-1NC-000075	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES	LIMIT OF LIABILITY - COVERAGE B
			OR	B.I. by Accident \$100,000 Each Accident Policy Limit B.I. by Disease \$500,000 Each Employee B.I. by Disease \$100,000
			MARITIME COVERAGE-FOLLOWING STATES	LIMIT OF LIAB.-MARITIME COVERAGE
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability (Occurrence) <input type="checkbox"/> Owner's and Contractor's Protective <input type="checkbox"/> <input type="checkbox"/>			General Aggregate Products Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>			CSL Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$ \$ \$ \$
OTHER				
LOCATION(S) OF OPERATIONS & JOB # (IF APPLICABLE)			DESCRIPTION OF OPERATIONS	
CANCELLATION:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, OR REPRESENTATIVES.			

MAILED TO: MULTNOMAH COUNTY
421 SW 5TH
PORTLAND OR 97203

32 Vickie Brough
AUTHORIZED REPRESENTATIVE

7/09/93 EFS Id Portland
DATE ISSUED OFFICE

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and

Housing Authority of Portland
135 SW Ash
Portland, Oregon 97204 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Children and Families Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from execution through September 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

The Prevention Services Coordinator shall participate in the Family and Community Partnership Project (FCPP) to assist in achieving the following goals, objectives and activities. The Prevention Services Coordinator shall act as lead within Housing Authority of Portland (HAP) and the HAP Work Group of the FCPP to accomplish these activities.

System Infrastructure

Goal 1: Prevent initial and recurring family homelessness in Portland/Multnomah County.

Objective 1: Create linkages between housing and services on behalf of housed families at imminent risk of homelessness.

Activities:

- a. Coordinate housing stabilization services for residents of subsidized housing (low rent public housing, Section 8, HOME Rent Assistance Program).
- b. Work with the HAP Prevention/Intervention Coordinating Committee to finalize and implement policies and procedures for housing stabilization and eviction prevention of tenants in subsidized housing.
- c. Provide staffing for the Landlord-Tenant Task Force for the development of a Landlord-Tenant Education and Mediation Program aimed at preventing evictions.
- d. Strengthen the Priority I system for housing homeless families to incorporate the housing stabilization program.

Objective 2: Mobilize resources on behalf of families at-risk of homelessness.

Activities:

- a. Work with HAP staff to create and present home management training module to families residing in subsidized housing who are at-risk of losing their housing for failing to meet safe and sanitary standards.
- b. Coordinate with Multnomah County quarterly meetings of HAP service coordinators and Community Service Center staff to increase collaboration efforts between the housing and service systems serving families living in subsidized housing.

- c. Work with HAP Landlord Committee to involve Section 8 landlords in eviction prevention.

Objective 3: Leverage current resources to assist families in preventing homelessness.

Activities:

Provide information of and linkges to HAP's rent assistance programs for agencies serving families at risk of eviction.

Goal 2: Operate Data Collection Systems to Assist in Prevention Services and to Track Needs, Services and Outcomes.

Objective: Develop and manage internal system for early intervention in housing problems.

Activities:

- a. Operate an early warning flagging system to enable early intervention with at-risk of eviction public housing residents.
- b. Create and implement an eviction tracking system to track family composition, characteristics, FEDs, eviction notices, and outcomes.

Client Education and Services

Goal 1: To assist families at imminent risk of homelessness to remain in housing.

Objective: Provide housing crisis intervention and stabilization services such as rent assistance, budgeting or housekeeping education and referrals for stabilization services such as parenting classes, employment programs, or health care to families at risk of eviction through the community service centers.

Activities:

The Housing Authority of Portland's (HAP) referral system for low rent public housing and Section 8 tenants will identify those tenants at risk of eviction or Section 8 program termination and refer them to community service centers for eviction prevention services.

Goal 2: To keep families housed utilizing their knowledge and ability to maintain safe, clean homes.

Objective: Provide pre-occupancy and home management training to new and those at risk of eviction low-rent public housing tenants.

Activities:

- a. Present module to the new public housing residents and residents who fail their annual housing inspection.
- b. Develop housekeeping education program for Section 8 and private market tenants who need or want training.
- c. Provide housekeeping education training to case managers.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$49,509 for performance of those services provided hereunder, in accordance with the following conditions:

The CONTRACTOR shall bill the COUNTY quarterly and be paid as long as the goals, objectives and activities are being accomplished as determined by the FCPP Project Coordinator, in accordance with the following schedule:

- \$12,377.25 upon execution of the contract;
- \$12,377.25 upon receipt of invoice, due April 15, 1994;
- \$12,377.25 upon receipt of invoice, due July 15, 1994;
- \$12,377.25 upon receipt of invoice, due October 15, 1994.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

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

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

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

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Non-Violation of Tax Laws.

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

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

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

MULTNOMAH COUNTY, OREGON

HOUSING AUTHORITY OF PORTLAND

By Johanna Poe/KE 12/30/93
Director Date
Children and Families Services Division

By _____ Contractor Date

By Beverly Stein 1/27/94
Beverly Stein, Chair Date
Multnomah County

Contractor's I.D. #

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

By [Signature] 24 Jan 94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

MEETING DATE: JAN 27 1994

AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PROCLAMATION - Proclaiming Winners of the Multnomah County Library Employee Applause Award

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 27, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT/OFFICE: Library DIVISION: _____

CONTACT: Ginnie Cooper TELEPHONE #: 5498

BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

PROCLAMATION in the Matter of Proclaiming Winners of the Multnomah County Library Employee Applause Award

1/27/94 Duplicate originals to Recipients, copy to Ginnie Cooper

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Ginnie Cooper*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 21 4:11:43

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
Winners of the Multnomah County)
Library Employee Applause Award)

PROCLAMATION
94-18

WHEREAS the Multnomah County Library Applause Award has been developed by the Library Employee Recognition Committee as a way for library staff to salute the exceptional performance of their co-workers, and

WHEREAS the award is given quarterly to individuals or groups of library staff who demonstrate extraordinary performance when serving the public, make a significant contribution to improving library service, or develop an innovative method for improving library service, and

WHEREAS the library staff have chosen Connie Abbott, Science and Business, Central Library; Branch Reference Staff in the persons of Ann Thompson, Heidi Thompson, Polly Westover and Arden Shelton; Anne Rieger, Technical Services; and Joan Smith, Belmont Library; from all those nominated for this award at this time, and

NOW, THEREFORE, it is proclaimed that Connie Abbott, Ann Thompson, Heidi Thompson, Polly Westover, Arden Shelton, Anne Rieger and Joan Smith should be recognized for their exemplary effort.

Approved this 27th day of January, 1994.



MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein
Multnomah County Chair

MEETING DATE: JAN 27 1994

AGENDA NO: R-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: 1993 EMPLOYEE SERVICE AWARDS - Second Quarter

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 27, 1994

Amount of Time Needed: 30 Minutes

DEPARTMENT: Non-Department DIVISION: Employee Services

CONTACT: Sara Martin TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430/ES

PERSON(S) MAKING PRESENTATION: Sara Martin or Curtis Smith

ACTION REQUESTED:

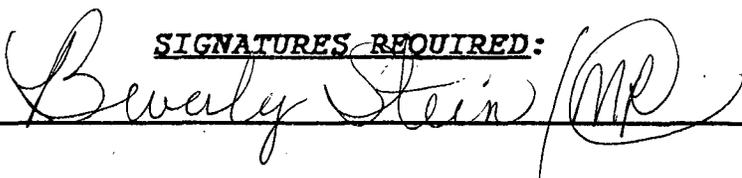
INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Presentation of Employee Service Awards - 25 employees have indicated they plan to attend the meeting to receive their awards.

0940 OF
COUNTY COMMISSIONERS
1994 JAN 21 PM 11:21
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein 

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

SERVICE AWARDS - 1993 - SECOND QUARTER (April, May, June) - ATTENDEES

January 27, 1994 BOARD MEETING

DCC - Five Year

Joanne Fuller

DES - Five Year

Susan Glenn

Joy Gruber

Nancy Woodard

LIB - Five Year

John Cabrera

DSS - Five Year

Janet Hawkins

Lorraine Steinberger

Henry Tupper

DES - Twenty Year

Juanita Lomax

LIB - Twenty Year

Rosalie Grafe

NON-D - Twenty-Five Year

John Reynolds, Jr

DSS - Thirty-Five Year

Gary Long

DCC - Ten Year

Richard Matter

DSS - Ten Year

Carla Gonzales

Joanne Ligatich

Heather Stewart

DA'S - Fifteen Year

Mary O'Malley

DES - Fifteen Year

Norman Angleen

Bonnie Thornton

DSS - Fifteen Year

Marjorie Schoenfelder

Barbara Traxler

BUDGET MODIFICATION NO.

DA 6

(For Clerk's Use) Meeting Date

JAN 27 1994

Agenda No.

R-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

January 20, 1994

(Date)

DEPARTMENT District Attorney

DIVISION District Ct., Administration

CONTACT Lisa Moore

TELEPHONE 248-3133

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Kelly Bacon

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DA # 6 Requesting Authorization to Reclassify two Operations Supervisor positions to Legal Assistants

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

The District Attorney's office has reorganized the clerical supervisory responsibilities of two operations supervisors. These positions should be reclassified from operations supervisors to lead legal assistants effective February 1, 1994. No monetary change applies.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF COUNTY COMMISSIONERS
MULTIOMAH COUNTY
OREGON
1994 JAN 18 PM 4:54

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By

Lisa Moore

Date

12/15/93

Department Director

Kyler

Date

12-23-93

Plan/Budget Analyst

David C. Sharrin

Date

1/4/93

Employee Services

C. Columbus

Date

1/4/94

Board Approval

ROBORAH C. BOUSTON

Date

1/27/94

Office Memorandum **MICHAEL D. SCHRUNK**, District Attorney

TO: Board of County Commissioners

FROM: Tom Simpson

DATE: January 10, 1994

REQUESTED PLACEMENT DATE: January 13, 1994

RE: DA Budget Modification #6
Reclassification of two Operations Supervisor positions
to Lead Legal Assistants.

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
The clerical supervisory responsibilities of these positions have been modified to meet office needs. As a result, these positions should be reclassified to Lead Legal Assistants from Operations Supervisors.

III. Financial Impact:
None

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
This change coincides with the County Classification Plan.

VIII. Other Government Participation:
None

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between the U.S. Immigration & Naturalization Services and the Sheriff's Office.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January ²⁷~~20~~, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

SIGNATURES REQUIRED:

An Intergovernmental Agreement between the U.S. Immigration and Naturalization Services and the Sheriff's Office to provide for the detention and care of persons charged with violations of the Immigration and Nationality Act as amended and related criminal statutes.

1/28/94 originals to Larry Aab

REGULAR

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1994 JAN 20 AM 9:28
MULTNOMAH COUNTY
OREGON

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: JANUARY 4, 1994

REQUESTED PLACEMENT DATE: JANUARY ²⁷~~20~~, 1994

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICES AND THE MULTNOMAH COUNTY SHERIFF'S OFFICE - CONTRACT #800574

I. Recommendation/Action Requested:

Ratification of contract between the U.S. Immigration and Naturalization Services and the Sheriff's Office.

II. Background/Analysis:

This contract would legalize the understanding that Multnomah County Sheriff's Office will house Immigration and Naturalization Services prisoners and require reimbursement for said services. This is a first time contract and requires ratification by the Board of Commissioners since it is an intergovernmental agreement.

III. Financial Impact:

There would be no financial impact as the Sheriff's Office currently budgets the anticipated revenue in the annual budget process.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

ORIGINAL

Agreement No: IGSA/POO-94-3

INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND MULTNOMAH COUNTY SHERIFF

PURPOSE

The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the United States Immigration and Naturalization Service (hereafter referred to as the Service) and **MULTNOMAH COUNTY SHERIFF** (hereafter referred to as the Provider) for the detention and care of persons charged with violations of the Immigration and Nationality Act (INA) as amended and related criminal statutes.

For the purpose of administering this Agreement, the Service will be represented by the District Director or Chief Patrol Agent of the INS area in which the services are provided. Designation, coordination and execution of facility inspections shall be directed by the Service representative.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of Service detainees in accordance with Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for emergency medical services.

The Provider shall notify the designated contact person at the local Service office within twelve (12) hours of all medical emergencies requiring removal of a detainee from the Facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon. For medical care provided outside the facility, the Service retains the option of designating a medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service.

All costs associated with hospital or health care services provided outside the Providers facility, will be billed to and paid directly by the Service. The health care provider shall be advised to invoice the Service directly for services provided, addressing itemized bills to the Service representative.

The United States Public Health Service is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees. Additionally, the provider agrees to make a reasonable effort to obtain completed Service form I-813, INS Health Care Program Authorization for Disclosure of Information, from detainees being referred for outside medical treatment, and provide the executed forms to the Service.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons committed by Service officers for violations of the Immigration and Nationality Act and related criminal statutes only upon presentation by the officer of proper INS credentials.

The Provider agrees to release Service detainees only to Service officers or agents specified by the Service; the officer or agent must present proper credentials. Any questions, regarding any individual presenting himself as having such authority, should be addressed to the contact persons, identified later in this document, before releasing any detainee(s).

Service detainees may not be released from custody or placed in the custody of other jurisdictions for any reason except for medical or other emergent situations or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for state or local court proceedings, only the Service representative, or his designee, can authorize release of the detainee. The Service representative shall be immediately advised regarding any such request.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory.
2. Meet or exceed all applicable fire and/or life safety codes and will have and maintain appropriate smoke/fire detection equipment in the facility.
3. A minimum of three, nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds four (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals.
4. Appropriate 24 hour emergency medical care and emergency evacuation procedures.
5. When detained overnight, each detainee will be provided a mattress and when appropriate, a blanket.

FACILITY LOCATION

The Provider shall provide detention services for aliens through the:

MULTNOMAH COUNTY SHERIFF'S OFFICE
CORRECTIONS BRANCH
1120 S.W. 3RD AVE, ROOM 307
PORTLAND, OREGON
ATTN: MAJOR THOMAS B. SLYTER, JR.
FACILITIES DIVISION COMMANDER

NOTE: Detention services will be provided based upon the Provider's classification system, at any of their correctional facilities.

INSPECTION

The Provider agrees to allow periodic inspections of the facility by Service jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards, discussed above, will be sufficient cause for suspension of this Agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$89.98 per manday. The rate covers one person per day. The government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

The Provider shall prepare and submit an itemized invoice for the services provided each month, in arrears. The invoice is to be submitted to the following location:

U.S. IMMIGRATION & NATURALIZATION SERVICE
511 N.W. BROADWAY
PORTLAND, OR 97209
ATTN:ADDD/DD&P

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 Provider of interest on overdue payments. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.

Payment under this Agreement will be due the thirtieth (30) calendar day after receipt of a proper invoice in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date the payment is made.

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, phone number and complete mailing address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate, and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

PAYMENTS WILL BE ISSUED FROM:

IMMIGRATION AND NATURALIZATION SERVICE
FINANCE OFFICER (ROBUD/VOUCHERS)
BISHOP HENRY WHIPPLE FEDERAL BUILDING, RM 400
1 FEDERAL DRIVE
FORT SNELLING, MINNESOTA 55111-4007

This Agreement shall be in effect upon execution by both parties, and shall remain in effect for **five years** from the date of execution, unless terminated sooner in writing, by either party, as discussed below.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, either party may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the other party. Such notice will be provided 30 days in advance of the effective date of a formal termination and at least **two weeks** in advance of suspension or restriction of use unless an emergency situation requires the immediate relocation of aliens.

The provider may initiate a request for a rate increase or decrease by notifying the local office of the Service in writing at least **60 days** prior to the desired effective date of the adjustment. Any rate increase must be justified in writing to the local Service office prior to being approved. Adjustments will be evaluated on the justification provided and the reasonableness of the proposed price increase. Changes in rates or other terms and/or conditions of this Agreement, shall be effected by the issuance of either an amendment to this Agreement, or the execution of a new Agreement.

MODIFICATIONS/DISPUTES

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be approved by the Service representative and the Provider. Service approval will be shown through issuance of an amendment to this Intergovernmental Service Agreement or execution of a new Agreement.

Disputes, questions or concerns pertaining to this Agreement will be resolved between the Service and the Provider or authorized agent. Unresolved issues are to be directed to:

Regional Counsel
Immigration and Naturalization Service
Northern Regional Office
Whipple Federal Building
1 Federal Drive
Ft. Snelling, Minnesota 55111-4007

ORDERING OFFICE(S)

The following Service office(s) at the address(es) shown may place Intergovernmental Service Agreement Delivery Orders for detention related services in accordance with the this Agreement:

U.S. IMMIGRATION & NATURALIZATION SERVICE
511 N.W. BROADWAY
PORTLAND, OR
ATTN:DETENTION & DEPORTATION BRANCH

CONTACT PERSON(S)

The Provider is advised to contact the following representative(s) at the local Service office(s) for assistance in matters related to this Agreement:

Name: ROBERT SHANNON
Title: JAIL INSPECTOR
Phone: (503) 326-2274

Name: NELLY BASMESON
Title: Administrative Officer
Phone: (503) 326-3962

The Service may contact the following representative of the Provider for assistance in matters related this Agreement:

Name: MAJOR THOMAS B. SLYTER JR.
Title: FACILITIES DIVISION COMMANDER
Phone: (503) 248-3266
Fax: (503) 248-3615

THIS AGREEMENT is subject to the availability of congressionally appropriated funds to the Service.

SIGNATURES & EXECUTION

IN WITNESS, the parties have caused this Agreement to be executed on the day written below.

U.S. DEPARTMENT OF JUSTICE
IMMIGRATION AND
NATURALIZATION SERVICE

MULTNOMAH COUNTY SHERIFF'S
12240 N.E. GLISAN
PORTLAND, OR 97230

DAVID V. BEEBE
DISTRICT DIRECTOR

BOB SKIPPER, SHERIFF
Name of person Authorized to
Sign on Behalf of the Provider



Signature

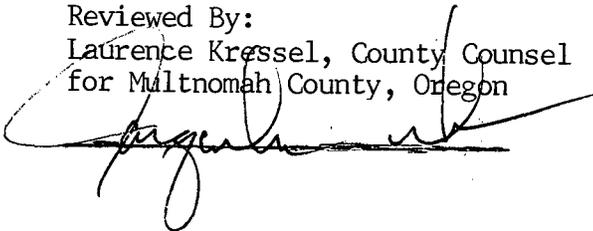
Signature

Nov. 22, 1993

Date signed

Date Signed

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



APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800574

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-2</u> DATE <u>1/27/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	---

Department Sheriff's Office Division Corrections Date December 8, 1993

Contract Originator Major Tom Slyter Phone 248-3266 Bldg/Room 109/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract To provide for the detention and care of persons charged with violations of the Immigration and Nationality Act as amended and related criminal statutes.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name U.S. Immigration & Naturalization

Mailing Address 511 NW Broadway
Portland, OR 97209
 Attn: ADDD/DD&P

Phone _____

Employer ID# or SS# _____

Effective Date upon execution

Termination Date _____

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date January 4, 1994

Date _____

Date 1-18-94

Date January 27, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3931			2001					
02.											
03.											

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

INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE U.S. IMMIGRATION AND NATURALIZATION SERVICE
AND MULTNOMAH COUNTY SHERIFF

PURPOSE

The purpose of this Intergovernmental Service Agreement (IGSA) is to establish a formal binding relationship between the United States Immigration and Naturalization Service (hereafter referred to as the Service) and **MULTNOMAH COUNTY SHERIFF** (hereafter referred to as the Provider) for the detention and care of persons charged with violations of the Immigration and Nationality Act (INA) as amended and related criminal statutes.

For the purpose of administering this Agreement, the Service will be represented by the District Director or Chief Patrol Agent of the INS area in which the services are provided. Designation, coordination and execution of facility inspections shall be directed by the Service representative.

SUPPORT AND MEDICAL SERVICES

The Provider agrees to accept and provide for the secure custody, care, and safekeeping of Service detainees in accordance with Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The Provider agrees to provide Service detainees with the same level of medical care and services provided local prisoners including the transportation and security for Service detainees requiring removal from the facility for emergency medical services.

The Provider shall notify the designated contact person at the local Service office within twelve (12) hours of all medical emergencies requiring removal of a detainee from the Facility. Service authorization will be obtained prior to removal of a detainee from the facility for non-emergency medical services in accordance with procedures to be established and mutually agreed upon. For medical care provided outside the facility, the Service retains the option of designating a medical provider for non-emergency care if the Service determines that an alternative provider is more cost effective, or more aptly meets the needs of the Service.

All costs associated with hospital or health care services provided outside the Providers facility, will be billed to and paid directly by the Service. The health care provider shall be advised to invoice the Service directly for services provided, addressing itemized bills to the Service representative.

The United States Public Health Service is under contract to the Service to help insure preservation of the health of detainees as an integral part of the INS Health Care Program. For purposes of oversight, the relationship of the INS Health Care Program to the detainee shall be likened to that of physician to patient. In this light, restrictions generally applicable to the release of information by the Provider will not be applicable to representatives of the INS Health Care Program, who will be the final authority regarding the health of Service detainees. Additionally, the provider agrees to make a reasonable effort to obtain completed Service form I-813, INS Health Care Program Authorization for Disclosure of Information, from detainees being referred for outside medical treatment, and provide the executed forms to the Service.

RECEIVING AND DISCHARGE

The Provider agrees to accept as Service detainees those persons committed by Service officers for violations of the Immigration and Nationality Act and related criminal statutes only upon presentation by the officer of proper INS credentials.

The Provider agrees to release Service detainees only to Service officers or agents specified by the Service; the officer or agent must present proper credentials. Any questions, regarding any individual presenting himself as having such authority, should be addressed to the contact persons, identified later in this document, before releasing any detainee(s).

Service detainees may not be released from custody or placed in the custody of other jurisdictions for any reason except for medical or other emergent situations or in response to a Federal Writ of Habeas Corpus. If a Service detainee is sought for state or local court proceedings, only the Service representative, or his designee, can authorize release of the detainee. The Service representative shall be immediately advised regarding any such request.

MINIMUM STANDARDS

The Provider agrees to meet the following minimum standards:

1. 24 hour supervision of detainees, either visual or auditory.
2. Meet or exceed all applicable fire and/or life safety codes and will have and maintain appropriate smoke/fire detection equipment in the facility.
3. A minimum of three, nutritionally balanced meals in a 24 hour period for each detainee. No fewer than 1,500 calories total per 24 hours and, if detention exceeds four (4) days no fewer than 2,000 calories per day thereafter. There will also be no more than 14 hours between meals.
4. Appropriate 24 hour emergency medical care and emergency evacuation procedures.
5. When detained overnight, each detainee will be provided a mattress and when appropriate, a blanket.

FACILITY LOCATION

The Provider shall provide detention services for aliens through the:

MULTNOMAH COUNTY SHERIFF'S OFFICE
CORRECTIONS BRANCH
1120 S.W. 3RD AVE, ROOM 307
PORTLAND, OREGON
ATTN: MAJOR THOMAS B. SLYTER, JR.
FACILITIES DIVISION COMMANDER

NOTE: Detention services will be provided based upon the Provider's classification system, at any of their correctional facilities.

INSPECTION

The Provider agrees to allow periodic inspections of the facility by Service jail inspectors. Findings will be shared with the facility administrator in order to promote improvements to facility operations or conditions of confinement. Failure to maintain at least the minimum standards, discussed above, will be sufficient cause for suspension of this Agreement.

FINANCIAL PROVISIONS

The per diem rate under this agreement is \$89.98 per manday. The rate covers one person per day. The government may not be billed for two days when an alien is admitted one evening and removed the following morning. The Provider may bill for the day of arrival but not for the day of departure.

The Provider shall prepare and submit an itemized invoice for the services provided each month, in arrears. The invoice is to be submitted to the following location:

U.S. IMMIGRATION & NATURALIZATION SERVICE
511 N.W. BROADWAY
PORTLAND, OR 97209
ATTN:ADDD/DD&P

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 Provider of interest on overdue payments. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-25.

Payment under this Agreement will be due the thirtieth (30) calendar day after receipt of a proper invoice in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date the payment is made.

Original invoices shall be submitted monthly to the Service office designated to receive invoices. Invoices should be submitted within the first ten working days of the month following the calendar month in which the services are provided. The invoice must include the name, title, phone number and complete mailing address of the official submitting the invoice. In addition, it shall list each Service detainee, the specific dates of detention for each, the total number of days, the daily rate, and the total amount billed (total mandays multiplied by the daily rate). Each invoice must also include the complete IGSA number and the delivery order number that generated the invoice.

PAYMENTS WILL BE ISSUED FROM:

IMMIGRATION AND NATURALIZATION SERVICE
FINANCE OFFICER (ROBUD/VOUCHERS)
BISHOP HENRY WHIPPLE FEDERAL BUILDING, RM 400
1 FEDERAL DRIVE
FORT SNELLING, MINNESOTA 55111-4007

This Agreement shall be in effect upon execution by both parties, and shall remain in effect for **five years** from the date of execution, unless terminated sooner in writing, by either party, as discussed below.

Should conditions of an unusual nature occur making it impractical or undesirable to continue to house aliens, either party may suspend or restrict the use of the facility by the Service by giving written notice of such intent to the other party. Such notice will be provided 30 days in advance of the effective date of a formal termination and at least **two weeks** in advance of suspension or restriction of use unless an emergency situation requires the immediate relocation of aliens.

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Regional Counsel
Immigration and Naturalization Service
Northern Regional Office
Whipple Federal Building
1 Federal Drive
Ft. Snelling, Minnesota 55111-4007

ORDERING OFFICE(S)

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U.S. IMMIGRATION & NATURALIZATION SERVICE
511 N.W. BROADWAY
PORTLAND, OR 97209
ATTN:DETENTION & DEPORTATION BRANCH

CONTACT PERSON(S)

The Provider is advised to contact the following representative(s) at the local Service office(s) for assistance in matters related to this Agreement:

Name: Henry Chomentowski
Title: Assistant District Director for
Deportation
Phone: (503) 326-5184

Name: NELLY BASMESON
Title: Administrative Officer
Phone: (503) 326-3962

The Service may contact the following representative of the Provider for assistance in matters related this Agreement:

Name: MAJOR THOMAS B. SLYTER JR.
Title: FACILITIES DIVISION COMMANDER
Phone: (503) 248-3266
Fax: (503) 248-3615

THIS AGREEMENT is subject to the availability of congressionally appropriated funds to the Service.

SIGNATURES & EXECUTION

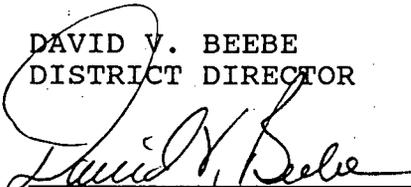
IN WITNESS, the parties have caused this Agreement to be executed on the day written below.

U.S. DEPARTMENT OF JUSTICE
IMMIGRATION AND
NATURALIZATION SERVICE

MULTNOMAH COUNTY SHERIFF'S
OFFICE

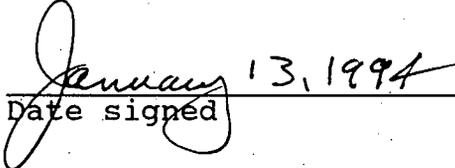
DAVID V. BEEBE
DISTRICT DIRECTOR

BOB SKIPPER, SHERIFF
Name of person Authorized to
Sign on Behalf of the Provider



Signature

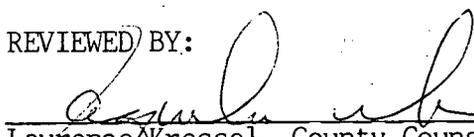
Signature



Date signed

Date Signed

REVIEWED BY:



Laurence Kressel, County Counsel
for Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 1/27/94
DEB BOGSTAD

BOARD CLERK

MEETING DATE: JAN 27 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 27, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Chair Stein TELEPHONE #: X-3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Stein

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

RESOLUTION In the Matter of Defining and Assigning Board of County Commissioner Liaison Roles

1/27/94 copies to Board Members, Department Heads, Delma Farrell & Maria Rojo de Steffey

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 20 PM 12:15

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Defining and)
Assigning Board of County) R E S O L U T I O N
Commissioner Liaison Roles) 94-19

WHEREAS, the Chair, the Board of County Commissioners and the Department Directors desire to formalize liaison roles as a method of keeping informed about policy issues.

NOW, THEREFORE IT IS RESOLVED that Board Liaison Roles are established according to Exhibit A attached to this Resolution; and

IT IS FURTHER RESOLVED that the role of a liaison commissioner is:

- * to help create a team relationship among the Chair, the liaison Commissioner and the Department Director;
- * to provide input to the Chair regarding performance objectives for Department Directors;
- * to develop in-depth knowledge of their liaison Departments and citizen advisory groups in order to serve as resources by communicating with the Chair and the Board;
- * to accept responsibility for external advocacy efforts on specific issues or with specific jurisdictions (which may be outside of their liaison responsibilities); and

IT IS FURTHER RESOLVED that the general oversight role of the Commissioners will be carried out through the following mechanisms:

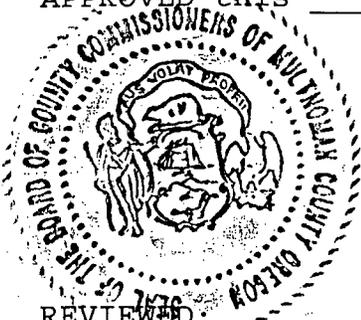
- * liaison meetings between the Chair, the Department Director and Department liaison Commissioner every 4-6 weeks to discuss policy issues, including:
 - progress made on achieving Department performance trends, key results and action plans
 - emerging policy issues and proposals which will need Board attention or Chair involvement
 - monitoring implementation of RESULTS Campaign as it is implemented
 - discussing "hot" issues
 - identifying issues for Board briefings
- * ordinances and resolutions;
- * budget review and quarterly contingency requests;

- * updates on performance trends, key results and action plans as requested by Commissioners and Department Directors;
- * updates on benchmarks;
- * budget decisions and budget notes;
- * board briefings.

IT IS FURTHER RESOLVED, that the Board will evaluate the liaison relationship in December, 1994. The Chair's current intent is to maintain the new liaison assignments until June 30, 1995.

APPROVED this 27th day of January, 1994.

MULTNOMAH COUNTY, OREGON



Beverly Stein
Beverly Stein
Multnomah County Chair

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

By *Laurence Kressel*
Laurence Kressel

1994 MULTNOMAH COUNTY COMMISSIONER ASSIGNMENTS

COMMISSIONER GARY HANSEN

LIAISON DEPARTMENTS:
HEALTH
JUVENILE JUSTICE

COMMISSIONER SHARRON KELLEY

LIAISON DEPARTMENTS:
COMMUNITY CORRECTIONS
DISTRICT ATTORNEY
MULTNOMAH COUNTY SHERIFF'S OFFICE

COMMISSIONER TANYA COLLIER

LIAISON DEPARTMENTS:
DEPARTMENT OF ENVIRONMENTAL SERVICES
DEPARTMENT OF LIBRARY SERVICES

COMMISSIONER DAN SALTZMAN

LIAISON DEPARTMENTS:
AGING SERVICES
CHILDREN AND FAMILIES

MEETING DATE: JAN 27 1994

AGENDA NO: R-4

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Broadway Hotel Weatherization Agreement with the Portland Development Commission

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION: Children & Families Div

CONTACT: Bill Thomas TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bill Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

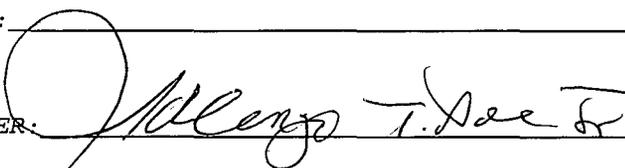
The City of Portland is rennovating the Broadway Hotel in order to provide low-cost housing services. Multnomah County is supporting this project by contributing funds for weatherizing the hotel.

1/28/94 ORIGINALS to Sheila Conroy

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

pdcbh.bcc

BOARD OF
COUNTY COMMISSIONERS
1994 JAN 18 AM 10:42
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
FAX # (503) 248-3332

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

MEMORANDUM

TO: Board of County Commissioners
FROM: *Dolenz*
Dolenz, Interim
Children and Families Division
DATE: December 22, 1993
SUBJECT: Approval of an Intergovernmental Agreement with the Portland Development Commission

I. Recommendation/Action Requested: The Children and Families Division, Community Action Program recommends County Chair approval of the attached contract with the Portland Development Commission, for the period upon execution through June 30, 1994.

II. Background/Analysis: The Housing and Community Services Division is contracting with the Portland Development Commission in order to provide weatherization renovation funding to the Broadway Hotel project. This renovation will include a new roof, window repair and installation of storm windows, and converting to gas heating. By renovating this structure, 105 units of low-income housing in the downtown area can be saved.

Currently, the Broadway Hotel is housing very low-income people. Most of these people are elderly, disabled and are 125% of poverty. The current tenants will be able to continue living at the Broadway Hotel.

III. Financial Impact: Minimal-using Portland General Electric rebate and federal energy grant funds.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: The county weatherization program works with the Portland Development Commission and other agencies to provide affordable low-income housing to citizens.

VII. Citizen Participation: The renovated Broadway Hotel will provide low-cost housing to low-income citizens in the downtown area.

VIII. Other Government Participation: N/A

pdcbh.srs



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 1042101

Amendment # —

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-4</u> DATE <u>1/27/94</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Social Services Division Housing Date 12/22/93

Contract Originator Tom Brodbeck Phone 5464 Bldg/Room 161/2

Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2

Description of Contract Intergovernmental Agreement with the Portland Development Commission to weatherize the Broadway Hotel.

RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Portland Development Commission
 Mailing Address 1120 SW Fifth Avenue, suite 1102
Portland OR 97204
 Phone 823-3200
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date June 30, 1994
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 58,500

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

REQUIRED SIGNATURES:

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

Encumber: Yes No
 Date 12/22/93
 Date _____
 Date 1/12/94
 Date January 27, 1994
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1732		CA05	6060		1765	XXXXXXXX	58,500	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

104766

INTERGOVERNMENTAL AGREEMENT
MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION
WEATHERIZATION PROGRAM

TERM OF CONTRACT: Upon Execution to June 30, 1994
CONTRACTOR NAME: Portland Development Commission TELEPHONE: 823-3200
CONTRACTOR ADDRESS: 1120 SW Fifth Avenue IRS NUMBER:
Portland OR 97204

PROJECT NAME: Broadway Hotel
PROJECT ADDRESS: 10 NW Broadway
Portland OR 97209

This contract is between Department of Social Services, Housing and Community Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Portland Development Commission, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Scope of Work

a. CONTRACTOR agrees, for him/her self, his/her heirs, administrators, successors, and assigns, to perform and to complete the work identified below as described in this contract, including all Attachments and information included by reference.

<u>Service</u>	<u>Funds</u>	<u>Source</u>
Major Weatherization	\$16,500	Estimated Rebate Funds from PGE
Measures	<u>\$42,000</u>	County Administered Funds
	<u>\$58,500</u>	Estimated Total

b. CONTRACTOR agrees to comply with provisions of the contract, weatherization program specifications and procedures manuals, and plans and specifications on file with the Multnomah County Purchasing Director incorporated herein by this reference.

c. CONTRACTOR shall install weatherization materials in accordance with audits, work orders, change orders, and contract amendments prepared by COUNTY. CONTRACTOR shall supply all necessary machinery, tools, apparatus, materials, and labor necessary to complete these work orders in accordance with COUNTY specifications and directions, and shall make any necessary repairs to property which may be damaged by CONTRACTOR in carrying out the work order.

d. All materials and equipment used by CONTRACTOR in the prosecution of work under this contract shall be of good quality, new, and shall meet the product specifications referenced in the Contract Document. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

e. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.

f. CONTRACTOR shall confine equipment, storage of materials and equipment, and operations of workers to areas permitted by law, ordinances, permits, or work requirements, and shall not unreasonably encumber the work premises with equipment or materials. Further, during the work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish, debris, tools, appliances, and surplus equipment from the premises and leave the premises clean and ready for occupancy.

CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration.

g. It is the intent of the specifications and work order to describe a complete or partial project. Any work that may reasonably be inferred from the specifications or work order as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of bid opening, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of COUNTY or CONTRACTOR or any of their agents or employees from those set forth in this contract.

h. CONTRACTOR shall ensure that its employees are competent and suitably qualified to carry out the activities required under this contract. CONTRACTOR shall at all times maintain good discipline and order at the site.

i. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the work conducted under this contract.

j. CONTRACTOR shall provide COUNTY with the name of a Project Supervisor and provide a 24 hour emergency phone number.

k. CONTRACTOR shall obtain and pay for all permits and licenses required for the job. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of bid opening.

l. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, including protections for employees and others on the site, materials and property at the site, and neighbors and their property if the work affects them. CONTRACTOR shall designate a responsible person from the organization whose duty shall be the prevention of accidents. In emergencies affecting the safety or protection of persons, the work, or property at the site or adjacent thereto, CONTRACTOR shall act to prevent threatened damage, injury, or loss, and shall notify COUNTY promptly in writing of any significant changes in the work caused thereby.

m. CONTRACTOR agrees to cooperate with COUNTY to maximize the cost effectiveness in weatherization measures undertaken.

2. Commencement of Work

a. COUNTY shall notify CONTRACTOR when work is allowed to proceed. No work shall be done at the site prior to the full execution of the contract.

b. Before starting work, CONTRACTOR shall study, compare, and report to COUNTY on the weatherization audit, work order, and physical structure to confirm that work ordered can be done to the structure, including checking and verifying field measurements and samples. CONTRACTOR shall check samples to verify material, manufacturer, any pertinent catalog numbers, and the use for which they were intended. CONTRACTOR shall notify COUNTY of any deviations from Contract Documents or work orders. COUNTY'S review and approval of measurements or samples shall not relieve the CONTRACTOR from responsibility for any deviations from the Contract Documents or work order unless CONTRACTOR has, in writing, called COUNTY'S attention to such deviation at the time of submission and COUNTY has given written concurrence and approval to the specific deviation. COUNTY may issue a change order or void the work order, as applicable.

3. Asbestos Precautions

a. Prior to work commencement, COUNTY shall inspect the work site and attempt to determine if the work involves any existing materials containing asbestos fibers. The COUNTY shall mark locations of any materials it believes to contain asbestos fibers and shall notify CONTRACTOR thereof.

b. CONTRACTOR shall be on the look-out for materials that may contain asbestos fibers. If CONTRACTOR encounters or suspects asbestos fibers in the course of work which were not marked by the COUNTY, CONTRACTOR shall stop work in that area and notify COUNTY. COUNTY shall evaluate the situation and instruct the CONTRACTOR on how or when to proceed with the work.

c. CONTRACTOR shall take every precaution possible to prevent the spread of asbestos fibers throughout the work under this contract and the adjacent portions of the existing structure. Unless authorized to do so, CONTRACTOR shall not break up and attempt to remove from the site any material suspected of containing asbestos fibers. Asbestos fibers carried around the site or into the existing structure due to the CONTRACTOR'S carelessness or failure to follow COUNTY procedures shall, at CONTRACTOR'S expense, be cleaned up in accordance with EPA guidelines and COUNTY recommendations and requirements.

4. Change Orders

a. Before any changes or alterations of the work order are started, CONTRACTOR shall request a written change order. This authorization can only be approved by a COUNTY auditor/inspector or a designated alternate. However, COUNTY may establish a written policy allowing changes up to a specified dollar amount to be made by CONTRACTOR without prior COUNTY approval.

b. CONTRACTOR shall promptly notify COUNTY, in writing or as instructed by COUNTY, of any subsurface or latent physical conditions at the site or in an existing structure which differ materially from those indicated or referred to in the Contract Document or work order. COUNTY shall investigate the situation. If COUNTY finds that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents or work order and which could not reasonably have been anticipated by CONTRACTOR, a change order shall be issued incorporating the necessary revisions.

c. COUNTY may authorize minor changes in the work not involving an adjustment in the job price or work timeline, which are consistent with the overall intent of the Contract Documents or work order. Such a field order shall be binding on both COUNTY and CONTRACTOR.

d. Additional work performed without authorization through a change order shall not entitle CONTRACTOR to an increase in job price or extension of work timeline, except in the case of an emergency related to CONTRACTOR'S safety protection responsibilities.

e. In the event of disputes or disagreements over work, CONTRACTOR shall provide to COUNTY, within fifteen (15) days of the occurrence, a report of the matter and shall request a formal decision. COUNTY shall review the report and supporting data and make an interpretation and/or decision. This process shall be used prior to the exercise of any other rights and remedies included in the contract or under law.

5. Work By Others

If additional work on the project is performed by other party(ies) than CONTRACTOR, CONTRACTOR shall cooperate with the other party(ies) in the prosecution of the work. CONTRACTOR shall allow introduction and storage of materials and equipment of the other party(ies) on site, shall coordinate work schedules, and shall inspect and promptly report to COUNTY any defects or deficiencies in the other party(ies)' work that affect CONTRACTOR'S ability to perform its work. CONTRACTOR'S failure to report apparent defects and deficiencies shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S work. CONTRACTOR shall not endanger any work of others by altering their work unless given written approval by COUNTY and the

other party(ies) whose work will be affected.

6. Completions and Time Frames

a. All work must be completed and invoice submitted from CONTRACTOR within the time frame described in the Contract Documents unless CONTRACTOR has received written approval from COUNTY of an approved time extension, in order to receive full payment for work ordered.

b. COUNTY may approve a time extension equal to the amount of time lost due to delays beyond the control of CONTRACTOR, such as acts or neglect of COUNTY or others performing additional work on the project, fires, floods, labor disputes, epidemics, abnormal weather conditions, or other acts of nature. Delays due to shortage or inadequacy of labor or equipment shall not constitute an acceptable reason for a time extension.

c. If, through no act or fault of CONTRACTOR, the work is suspended for more than ninety (90) days by COUNTY or under order of court or other public authority; or if COUNTY fails to act upon an invoice within thirty (30) days of receipt, CONTRACTOR may, after seven (7) days written notice to COUNTY, stop work and/or terminate the contract. In such event, CONTRACTOR may recover payment from COUNTY for all work executed. However, CONTRACTOR shall carry on the work and maintain the progress schedule during all disputes or disagreements with COUNTY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing.

7. Payment Terms

a. The contract price or work order constitutes the total compensation, subject to authorized adjustments, payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR without a change order shall be at CONTRACTOR'S expense.

b. If a change order increases the job price, the value of work covered by the change order shall be calculated by applying the unit prices contained in the contract to the quantities of the items involved.

c. CONTRACTOR shall invoice completed jobs and in-progress work, if applicable, on approved COUNTY forms within five (5) working days of completion of work. Invoices shall specify actual costs of labor and installed materials for work included on the work order and any COUNTY-approved change orders. If additional invoices are needed, they shall be typed. All unit priced items shall be invoiced as listed on the work order, unless changes have been authorized by COUNTY.

d. COUNTY shall inspect the work within five (5) working days of submission of invoice. COUNTY shall promptly notify CONTRACTOR if work does not pass inspection, and shall provide written specifications of required corrections. If job fails, CONTRACTOR shall have fifteen (15) working days to make corrections. COUNTY agrees to conduct reinspections within five (5) working days of receipt of notification from CONTRACTOR in writing of subsequent completion. COUNTY will charge CONTRACTOR \$50 for each Block-By-Block reinspection, \$100 for each Countywide reinspection and \$150 for a multifamily that has more than five units. If a multifamily reinspection takes more than one hour, then the COUNTY will charged an additional \$50 per hour. Work must pass inspection in order for CONTRACTOR to receive payment.

e. If any work to be inspected, tested, or approved is covered without written permission from COUNTY, it shall, at COUNTY'S request, be uncovered for observation. Any costs associated with the uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given COUNTY timely notice (at least 48 hours) of CONTRACTOR'S intention to cover the work and the COUNTY has not acted with reasonable promptness in response to such notice.

f. Payment to CONTRACTOR shall be issued within twenty-five (25) days following final inspection and approval by COUNTY of work completed. COUNTY

shall pay for approved work in accordance with the prices listed in Part A, Section I, Subsection a of the Contract Document. Any costs incurred by CONTRACTOR over and above the agreed prices shall be at the sole risk and expense of CONTRACTOR. At CONTRACTOR'S request, the check for payment may be issued jointly to CONTRACTOR and subcontractor(s).

g. If COUNTY inspects work and finds new work needs to be ordered, a 30-day timeline will apply for new work. CONTRACTOR may be paid for completed portions of the job which have passed final inspection. Invoiced amounts shall be allowed only after COUNTY has verified that the materials, time, and/or quality of the workmanship justify the charges.

h. CONTRACTOR shall make prompt payment of any claim for labor or services furnished by any person or subcontractor in connection with this contract as such claims become due, and shall not permit any lien or claim to be filed or prosecuted against the COUNTY or client, on account of any labor or material furnished.

i. CONTRACTOR shall employ no person for more than eight hours in any one day, or forty hours in any one week unless in case of necessity, emergency, or where public policy absolutely requires it, and in such cases, shall pay such laborer at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on non-business days. Further, if the Contract Documents require compliance with the Davis-Bacon Act, CONTRACTOR shall pay and cause to be paid not less than the prevailing rate of wages as of the date of the contract in Multnomah County, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of this contract.

j. In the event that CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this contract as said claim becomes due, whether said services and labor be performed for CONTRACTOR or for a subcontractor, then, and in such event, the COUNTY may pay such claim to the person or persons furnishing such labor or services and charge the amount thereof against funds due or to become due CONTRACTOR by reason of this contract. The payment of any such claim in the manner herein authorized shall not, however, relieve CONTRACTOR or its Surety from its or the Surety's obligation with respect to any unpaid claims.

k. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency. Any funds received through or for activities arising under this contract shall immediately be reported to COUNTY.

l. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

m. COUNTY may withhold payment for completed work under the following conditions:

1) The work is defective or has been damaged and needs to be corrected or replaced.

2) Written claims or liens have been made against COUNTY or client in connection with the work.

3) The job price has been reduced because of amendments or change orders.

4) The COUNTY has been required to correct defective work or complete the work.

5) The CONTRACTOR has failed to pay subcontractors and/or suppliers.

6) The CONTRACTOR has not satisfactorily prosecuted the work in accordance with the Contract Documents.

8. Warranties and Defective Work

a. CONTRACTOR guarantees any and all work performed under this contract against defective or improper workmanship or materials for a period of one year following final inspection and approval of work by COUNTY, and CONTRACTOR agrees at CONTRACTOR'S expense to make such repairs and do such other work as may be necessary to maintain the same in good condition as approved at the time of final inspection by COUNTY.

b. COUNTY may accept defective work through a change order reducing the job price.

c. If CONTRACTOR fails to complete work according to specifications, COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy the deficiency. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend CONTRACTOR'S services related thereto, and may take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery for which COUNTY has paid CONTRACTOR. CONTRACTOR shall allow COUNTY access to the site. All direct and indirect costs of COUNTY in exercising such rights shall be charged to CONTRACTOR, and a change order shall be issued reducing the job price.

9. Records and Record Retention

a. CONTRACTOR shall maintain job records on each client who receives services under this contract, unless the work requested precludes delivery of service on an individual client basis. All records and files shall be secured to prevent access by unauthorized persons.

b. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

c. All books, documents, papers, or other records shall be retained for three years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

10. Contract Renewal

Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed annually, for a period up through June 30, 1996. Conditions within the contract continue to apply.

11. Special Conditions

CONTRACTOR RESPONSIBILITIES:

a. No payments will be made until all work has passed final inspection.

b. All work performed must meet the Community Action Program Office weatherization specifications (Attachment A).

c. All materials must meet Bonneville Power Administration "Weatherwise" Program Approved Products List approval (Attachment B).

- d. The program must meet federal Davis Bacon Act requirements.
- e. All applicable federal laws applying to weatherization services are enforced.
- f. The CONTRACTOR will accept audit and scope of work as presented by the COUNTY. The CONTRACTOR will contract out all work to be performed.
- g. The CONTRACTOR will provide requests to the COUNTY for in progress inspections when half completed and/or when attic insulation is being installed. The CONTRACTOR will assure discrepancies, if any, from in progress inspections are corrected.
- h. The CONTRACTOR will request final inspection from the COUNTY.
- i. The CONTRACTOR will pay general and/or subcontractors. The CONTRACTOR will assure general contractors pay subcontractors and vendors.
- j. CONTRACTOR shall provide all permits, materials, and labor necessary to install weatherization measures in the residence.
- k. The CONTRACTOR must comply with Applicable Contracts with County and Funder Sources (Attachment C) where applicable.

COUNTY RESPONSIBILITIES:

- a. The COUNTY will assure that the CONTRACTOR has a complete copy of the written audit.
- b. The COUNTY will approve the scope of work for weatherization measures at the residential site office.
- c. The COUNTY will perform in progress inspections.
- d. The COUNTY will perform final inspections related to weatherization measures.
- e. The COUNTY will pay the CONTRACTOR for work completed and approved up to a maximum of \$42,000 of county administered funds plus the amount of the Portland General Electric (PGE) rebate, which is estimated at \$16,500.
- f. The COUNTY does not assume responsibility for enforcing or determining compliance with Federal, State, or Local Codes, Regulations or interpretations.

PART B. GENERAL CONDITIONS

1. Amendments to Contract

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Contract prices shall not be amended except that COUNTY may offer to adjust prices to reflect a COUNTY-approved cost of living adjustment. Amendments shall only be valid when reduced to writing, approved as required, and signed.

2. Assignment and Subcontracting

a. This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior written approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

b. If CONTRACTOR plans to subcontract, CONTRACTOR shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by the COUNTY. CONTRACTOR agrees to furnish a copy of each subcontract to the COUNTY upon request.

c. At a minimum, all subcontract agreements shall specify:

1) That SUBCONTRACTOR shall comply with all applicable provisions of the agreement between CONTRACTOR and the COUNTY, each of which must be specifically incorporated into the subcontract;

2) That SUBCONTRACTOR shall comply with all applicable federal, state, county, and local statutes, rules, regulations, policies, guidelines, requirements, and funding criteria governing work, facilities, and operations;

3) That SUBCONTRACTOR is an independent contractor and not an agent of the COUNTY or CONTRACTOR. The SUBCONTRACTOR shall indemnify, defend, and hold harmless the State of Oregon, and the COUNTY and their officers, agents, and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the SUBCONTRACTOR, its own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect, or misconduct of the SUBCONTRACTOR.

d. CONTRACTOR shall take all reasonable steps to assure that subcontractors have competent and suitably qualified employees.

e. Responsibility for project integrity shall rest with the CONTRACTOR. Any disallowed costs on the part of the subcontractors, due to error or otherwise, will be considered to be disallowed costs of the CONTRACTOR. The COUNTY may recover such disallowed costs through repayment, withholding, or other means permitted by law.

f. CONTRACTOR shall take all reasonable steps in selecting, monitoring, and auditing its subcontractors to prevent misuse or mismanagement of funds delegated under this agreement. CONTRACTOR shall take all reasonable action against its subcontractors, at CONTRACTOR'S expense, to recover any funds misused, mismanaged, or misspent.

3. Authority of Designated Representatives

a. CONTRACTOR agrees to recognize the Director of the Housing and Community Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

b. CONTRACTOR shall designate an individual to be responsible for administration of the contracted program, including coordination with COUNTY. CONTRACTOR shall further designate one or more individuals to be authorized to sign invoices under this contract. The names and signatures of these individuals shall be provided to COUNTY and maintained in COUNTY'S program files.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws and Requirements

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing the work of this contract, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. If CONTRACTOR observes that the work specifications are at variance with applicable laws, ordinances, rules, and regulations, CONTRACTOR shall promptly notify COUNTY; any necessary changes shall be reflected in a change order. If CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and has not notified COUNTY in writing, CONTRACTOR shall bear all cost arising therefrom.

c. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are by this reference incorporated into this contract.

d. CONTRACTOR agrees to comply with all applicable licensing and certification requirements.

e. For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

6. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

7. Conflict of Interest

CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a

desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. Fiscal Requirements

a. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports and invoices when due, comply with federal audit standards, repay disallowed costs, or perform contracted work may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required work, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) days of the date of the decision to take this action.

b. Costs of the CONTRACTOR may be charged to this contract only if they are in payment for: 1) work performed under this contract; 2) work performed in conformance with all applicable local, state, and federal regulations and statutes; 3) an obligation incurred during the contract period; and 4) costs not in excess of one hundred percent of the work performed. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY payments made for purposes not authorized by this contract shall be deducted from further payments or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a public entity, COUNTY shall be entitled to the legal rate of interest on late payment of overpayment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

9. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or its subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of its duties under this contract.

10. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its work. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for work under this contract.

11. Insurance, Bonding, and Workers Compensation

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

contract. COUNTY shall be named as an additional insured on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. If CONTRACTOR wishes to have work exceed \$9,999 at any one time, a Performance Bond must be furnished at the time this contract is executed or an amendment is provided to COUNTY. The Bond must be in the full amount of the contract. The Bond shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. All Bonds shall be executed by such Sureties as are licensed to conduct business in Oregon and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

f. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in Oregon, or it ceases to meet the requirements, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to COUNTY.

g. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Workers Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

12. Integration

The contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

13. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt

from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

14. Monitoring and Enforcement

a. COUNTY shall monitor the work and financial activities of CONTRACTOR to ensure that all work provided by CONTRACTOR under this contract conforms to state, federal, and COUNTY standards and specifications included in the Bid Documents, contract, manuals, and other documents referenced in the contract. COUNTY may make site visits while the work is in progress to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding according to Contract Documents or work order.

b. CONTRACTOR shall provide for monitoring reviews, including review of service and fiscal records, policies, and procedures, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. Monitoring shall include, as applicable, but not be limited to: inspection of inventory records, fiscal records, job files, including original receipts of expenditures, and review of compliance with contract provisions. Monitoring shall also examine quality of service as determined by inspection failure rates.

d. If CONTRACTOR materially fails to comply with any term of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5, notice of award, contract, or elsewhere, including completing corrective action in the time specified, COUNTY may take one or more of the following actions:

1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.

2) Disallow all or part of the cost of the activity or action not in compliance.

3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.

4) Withhold further awards for the program.

5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

e. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

15. Nondiscrimination

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation laws, statutes, rules, and regulations.

16. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

17. Termination

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

b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to perform work under this contract.

2) Upon notice if CONTRACTOR fails to start up work on the date specified in this contract, fails to continue to perform work for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of work.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. COUNTY may require that all work be suspended upon delivery of a notice to terminate the contract, and any additional work must have prior approval by COUNTY. Costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract. All unexpended money and property purchased by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

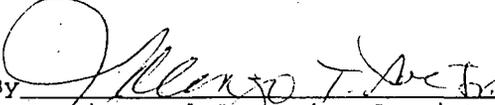
e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

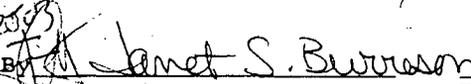
In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

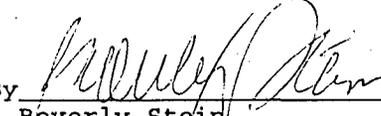
PORTLAND DEVELOPMENT COMMISSION

By 
Housing and Community Services
Division Director

12/23/93
Date

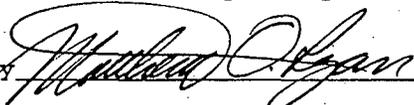
By 
Contractor

12/21/93
Date

By 
Beverly Stein,
Multnomah County Chair

1/27/94
Date

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

By 

1/12/94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

PART C: CERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

2. Code of Federal Regulations Regarding Weatherization Programs

CONTRACTOR agrees to comply with the applicable Code of Federal Regulations governing federally-funded weatherization programs, including:

10 CFR 440.18	Allowable Expenditures
10 CFR 440.21	Standards and Techniques for Weatherization
10 CFR 440.22	Eligible Dwelling Units
10 CFR 600.103	Cost Determination
10 CFR 600.104	Responsible Applicant
10 CFR 600.105	Special Restriction Conditions of the Award
10 CFR 600.107	Cost Sharing
10 CFR 600.109	Financial Management Systems
10 CFR 600.110	Cash Depositories
10 CFR 600.111	Bonding and Insurance
10 CFR 600.112	Payment
10 CFR 600.113	Program Income
10 CFR 600.114	Budget and Project Revisions
10 CFR 600.115	Performance Reports
10 CFR 600.117	Property Management
10 CFR 600.118	Patents, Data, and Copyrights
10 CFR 600.119	Procurement Under Grants and Subgrants
10 CFR 600.120	Audit Requirements
10 CFR 600.124	Record Retention Requirement
10 CFR 600.436	Procurement

3. Department of Energy Assurances

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure CONTRACTOR'S compliance with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

12. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

13. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

14. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in the contract.

PART D: CERTIFICATE REGARDING NONDISCRIMINATION
1992-93

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Housing and Community Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

PART E: CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

ATTACHMENT A

CAPO

Weatherization

Specifications

REVISED JULY 1993

ATTACHMENT B

BONNEVILLE POWER ADMINISTRATION

"WEATHERWISE"

PROGRAM

APPROVED PRODUCTS LIST
(APL)

Mail Stop: RMRC
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

ATTACHMENT C

APPLICABLE CONTRACTS WITH COUNTY AND FUNDER SOURCES

MEETING DATE: JAN 27 1994

AGENDA NO: R-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: City of Portland, Bureau of Community Development Amendment #1

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes/Consent Calendar

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Lorenzo Poe TELEPHONE: 248-5464
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España/Bill Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Amends the original contract with the City of Portland, Bureau of Community Development to add an additional \$12,000 in Byrne Domestic Violence Grant dollars for domestic violence services contracted to the American Red Cross.

Contract #102954 1/28/94 originals to Sheila Conroy

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

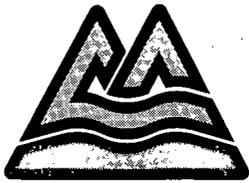
OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 18 AM 10:47



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION
YOUTH PROGRAM OFFICE
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
PHONE (503) 248-5464 FAX (503) 248-3332
COUNTY INFORMATION TDD (503) 248-5040

COMMUNITY
CHILDREN AND
YOUTH SERVICES
COMMISSION

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Interim Director
Housing and Community Services Division *LP/RE*

DATE: December 17, 1993

SUBJECT: Approval of an Intergovernmental Agreement Amendment with The City of Portland, Bureau of Community Development

I. Recommendation/Action Requested: The Housing and Community Services Division, Community Action Program recommends County Chair approval of the attached contract amendment #1 with the City of Portland, Bureau of Community Development, for the period upon execution through June 30, 1994.

II. Background/Analysis: The Housing and Community Services Division has received an additional \$12,000 from the City of Portland for domestic violence services. The City received these grant funds for domestic violence victims and has chosen to pass the funds through the county to the American Red Cross. These funds will be used by American Red Cross for emergency housing services.

An amendment to the American Red Cross contract incorporating these dollars is forthcoming.

III. Financial Impact: Adds \$12,000 to the current contract with American RED Cross.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: N/A

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

102954.srs



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102954
Amendment # 1

CLASS I CLASS II CLASS III
Professional Services under \$25,000 Professional Services over \$25,000 (RFP, Exemption)
XX Intergovernmental Agreement
REVENUE
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

Department Social Services Division Housing Date 12/17/93

Contract Originator Bill Thomas Phone 5464 Bldg/Room 161/2

Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2

Description of Contract Adds \$12,000 to the original agreement for domestic violence services.

Agreement #28879

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

ORS/AR # Contractor is MBE WBE ORF

Contractor Name City of Portland, BCD

Mailing Address 808 SW Third, Room 600

Portland OR 97204

Phone 823-2381

Employer ID# or SS#

Effective Date Upon Execution

Termination Date June 30, 1994

Original Contract Amount \$ 70,664

Total Amount of Previous Amendments \$

Amount of Amendment \$ 12,000

Total Amount of Agreement \$ 82,664

Remittance Address (If Different)

Payment Schedule Terms

- Lump Sum \$ Due on receipt
Monthly \$ per invoice Net 30
Other \$ Other

Requirements contract - Requisition required.

Purchase Order No.

Requirements Not to Exceed \$

Encumber: Yes No

Date December 17, 1993

Date

Date 24 Jan 94

Date January 27, 1994

Date

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only)

Table with columns: VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., FUND, AGENCY, ORGANIZATION, SUB ORG, ACTIVITY, OBJECT/REV SRC, SUB OBJ, REPT CATEG, LGFS DESCRIPTION, AMOUNT, INC/DEC IND. Row 01: 156, 010, 1730, 2773, City of Portland, 12,000.

INSTRUCTIONS ON REVERSE SIDE

AMENDMENT # 1

RECEIVED

Agreement #28879 between the City of Portland and Multnomah County is amended as follows:

DEC 06 1993

MULTI-COUNTY HOUSING & COMMUNITY SERV

I. Scope of Services. Section E is added to read: "Contract with the Red Cross to allocate: A) \$7,000 from General Fund/Domestic Violence Grant monies for housing vouchers to the Police, and B) \$5,000 in vouchers to the Women's Crisis Line, for victims of domestic/sexual violence. The Red Cross shall track the use of these domestic violence vouchers."

II. Compensation and Method of Payment. The last sentence of subsection B is amended to read "Total compensation available under this contract is EIGHTY-TWO THOUSAND, SIX-HUNDRED SIXTY-FOUR DOLLARS (\$82,664), of which \$12,000 is from the Byrne Domestic Violence Grant."

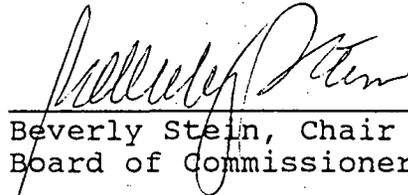
All other terms and conditions of Agreement #28879 between the City of Portland and Multnomah County shall remain the same.

Dated this _____ day of _____ 1993.

City of Portland

Multnomah County

Commissioner Gretchen Kafoury

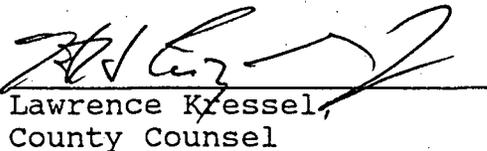


Beverly Stein, Chair
Board of Commissioners

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers
City Attorney



Lawrence Kressel,
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 1/27/94
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO.

CFS #3

(For Clerk's Use) Meeting Date

JAN 27 1994

Agenda No.

R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Social Services

DIVISION Housing & Community Svcs

CONTACT Rey Espana

TELEPHONE 5464

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Rey Espana/Bill Thomas

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

DSS Budget Modification #CFS3 adds \$12,000 in City of Portland Byrne Domestic Violence Grant funds to the Housing & Community Services Division/Community Action Program budget to increase the pass-through line.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

DSS Budget Modification #CFS3 adds \$12,000 in City of Portland Byrne DV grant funds to increase the current amount of \$70,664. These funds will be subcontracted to the American Red Cross for emergency housing for victims of domestic violence.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Org 1730 by \$12,000 City of Portland, Byrne DV funds.

Increase Org 1730 by \$84 general fund indirect support.

Increase service reimbursement from federal/state to general funds by \$84.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 20 AM 11:17

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Raymond A. Z...
DeB...

1/19/94

Lorenzo Poe

1/11/94

WILLIAM C. BOSTON *1/27/94*

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			6060	70,664	82,664	12,000		Pass Through Funds
		156	010	1730			7100			84		Indirect
											12,084	TOTAL, ORG 1730
		100	010	0103			7608			84		Cash Transfer
TOTAL EXPENDITURE CHANGE										12,168		TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			2773	67,000	82,664	12,000		City of Portland Emergency Shelter Grant
		156	010	1730			7601			84		General Fund Indirect Support
											12,084	TOTAL ORG 1730
		100	010	7410			6602			84		Service Reimbursement/Gen Fund
TOTAL REVENUE CHANGE										12,168		TOTAL REVENUE CHANGE

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT Health Department
CONTACT Suzanne Kahn

(Date)
DIVISION Support Services
TELEPHONE -2808

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Deletes 1 Word Processing FTE from Health and adds funds for partial Office Assistant Positions in Mental Health Youth & Family Services and Aging Services Divisions. This action results from the decentralization of the Word Processing Unit formerly budgeted in DSS Administration.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do change accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This action deletes two Word Processing Operators from Health on an annual basis and adds one Office Assistant II to Mental Health Youth and Family Services and 1/2 Office Assistant to Aging Services. Residual funds(\$7,229) are in materials and services. The net effect on the General Fund is 0. These changes result from agreements made when the Word Processing Center budgeted in the former Department of Social Services was moved to Health .

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 18 AM 10:49

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By _____ Date _____

Department Director Belli Odgaard

Plan/Budget Analyst Kathleen Jones Date 1-12-94

Employee Services S. Ayers Date 1-12-94

Board Approval DEBORAH C ROASTAD Date 1/27/94

BUDGET MODIFICATION NO MCHD 4

TRANSACTION DATE _____ ACCOUNTING PERIOD _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	015	0856			5100			(24,509)		
					5500			(6,603)		
					5550			(3,013)		
									(34,125)	
					7100			(4,324)		
									(38,449)	org total
156	010	1362			5100			12,304		
					5500			3,315		
					5550			1,512		
									17,131	
					7100			1,405		
									18,536	org total
	010	1100			6110			7,229		
					7100			593		
									7,822	org total
156	010	1710			5100			7,013		
					5500			1,890		
					5550			862		
									9765	
					7100			801		
									10566	org total
100	015	0850			7608			(38,449)		
100	010	1300			7608			18,536		
100	010	1710			7608			10,566		
	010	1100			7608			7822		
400	050	7531			6520			(639)		
									(3,689)	

TRANSACTION DATE _____ ACCOUNTING PERIOD _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	015	0856			7601			(38,449)		
156	010	1300			7601			18,536		
156	010	1710			7601			10,566		
	010	1100			7601			7,822		
100	045	7410			6602			(1,525)		
400	050	7040			6602			(639)		
									(3,689)	

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

MCHD 4

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED	
			Increase/(Decrease)	
			Fringe	Ins.
1	Word Processing operator	\$24,509	\$6,603	\$3,013
1	Office Assistant II	\$19,317	\$5,271	\$2,374
2	TOTAL CHANGE (ANNUALIZED)	\$43,826	\$11,874	\$5,387

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; th explain the actual dollar amounts being changed by this B

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY	
			Increase/(Decrease)	
			Fringe	Ins.
-1 Word Processing Operator	Cut from Health	(\$24,509)	(\$6,603)	(\$3,013)
.6 Office Assistant	Added to Mental Health	\$12,304	\$3,315	\$1,512
.33 Office Assistant II	Added to Aging Services	\$7,013	\$1,890	\$862
TOTAL CURRENT FISCAL YEAR CHANGES		(\$5,192)	(\$1,399)	(\$639)



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. 5TH—ROOM 1400
PORTLAND, OREGON 97204-1934

PHONE (503) 248-3883

To: Board of County Commissioners

From: Billi Odegaard

Date: Jan 10, 1994

Subject: Budget Modification MCHD 4

I. Recommendation/Action Requested:

The Board is asked to approve MCHD #4 shifting word processing positions from the Health to the Mental Health and Aging Services budgets.

II. Background/Analysis:

This action results from the reorganization done last year in which Health was separated from the rest of the Department of Human Services. Word processing functions, budgeted in the Director of Human Services's budget, were moved to the new Health Department. Part of the work load was attributable to Human Services Divisions other than Health. An agreement was made to distribute the positions based on usage data to be obtained at the end of the year.

III. Financial Impact:

The net effect on the General Fund is 0.

IV. Legal Issues: na

V. Controversial Issues: na

VI. Link to Current County Policies: na

VII. Citizen Participation: na

VIII. Other Government Participation na

BUDGET MODIFICATION NO.

Health 5

(For Clerk's Use) Meeting Date JAN 27 1994

Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Health Department

DIVISION HIV

CONTACT Suzanne Kahn

TELEPHONE _____

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Appropriation of additional National Institute of Drug Abuse grant funds to provide funds for an investigator in the Targeted HIV Risk Reduction in Drug Treatment Drop- Outs project.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

Adds a Co-Principal Investigator to the Targeted HIV Risk Reduction project currently funded by NIDA. Funding for the position extends for 22 months. The position is funded with NIDA, HIV Women's Project, and Substance Abuse Survey Grant funds.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

General Fund revenue is increased by \$4,478 due to indirect cost paid by the grant.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 13 AM 10:49

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By _____ Date _____

Department Director Billy Odegard Date 12/28/93

Plan/Budget Analyst Kathleen Annus 1-2-94 Date _____

Employee Services E. Ayers Date 1-10-94

Board Approval Deborah C. Boast Date 1/27/94



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY
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GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. 5TH—ROOM 1400
PORTLAND, OREGON 97204-1934

PHONE (503) 248-3883

To: Board of County Commissioners

From: Billi Odegaard

Date: Jan 10, 1994

Subject: Budget Modification MCHD 5

I. Recommendation/Action Requested:

The Board is asked to approve MCHD #5 adding a co-principal investigator to the targeted HIV Risk Reduction Project.

II. Background/Analysis:

The National Institute on Drug Abuse has funded a new position for work with drug treatment dropouts. The Grant position is funded for 22 months.

III. Financial Impact:

The General fund is increased by \$4,478 in 93/94 due to indirect cost payment.

IV. Legal Issues: na

V. Controversial Issues: na

VI. Link to Current County Policies:

This grant provides enhanced funding for an on-going Health Department project.

VII. Citizen Participation:

This targeted community is routinely involved in giving input to the program.

VIII. Other Government Participation

The National Institute on Drug Abuse is part of the Federal Government.

MEETING DATE: JAN 27 1994

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approve a resolution creating the CareOregon Fund

BOARD BRIEFING Date Requested: January 27, 1994

Amount of Time Needed: 20 minutes

REGULAR MEETING: Date Requested: January 27, 1994

Amount of Time Needed: 20 minutes

DEPARTMENT: Health DIVISION: CareOregon/Primary Care

CONTACT: Tom Fronk TELEPHONE #: 248-3056
BLDG/ROOM #: McCoy #700

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Board of County Commissioners approved Resolution 93-383 on November 28, 1993. This resolution supported the County's role in CareOregon. This supplemental budget adjusts expected medicaid revenue and makes the appropriations necessary to operate CareOregon in 93/94. It also makes an adjustment to the County School Fund..

1/27/94 copies to David Warren,
Tom Fronk & Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: Billi Odegaard KT 1-19-94

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 19 PM 11:21

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: The Oregonian
FROM: David Warren, Budget Manager
DATE: January 11, 1994
SUBJECT: Public Notice of Supplemental Budget Hearing January 27, 1994

BOARD OF
COUNTY COMMISSIONERS
1994 JAN 14 PM 1:23
MULTNOMAH COUNTY
OREGON

Please run the following public notice in the Oregonian once, January 18, 1994.

If you have any questions, please call me at 248-3822.

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for Multnomah County for the fiscal year July 1, 1993 to June 30, 1994 will be held at the Multnomah County Courthouse in room 602 during the regular meeting of the Multnomah County Board of Commissioners at 9:30 a.m. on January 27, 1994. The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document to be approved by the budget committee may be inspected or obtained on or after January 24, 1994 at the Clerk of the Board's Office between the hours of 9:00 a.m. and 5:00 p.m.

The supplemental budget is to record and authorize the expenditure of Oregon Health Care revenues (CareOregon) through the Multnomah County Health Department, and to create an enterprise fund to track the full cost of the program.

Bill to:

Multnomah County Budget Office
1120 SW Fifth, 14th Floor
P.O. Box 14700
Portland, OR 97214

ACCT #

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

In the matter of accepting the Supplemental)	
93-94 Budget and preparing the Approved)	RESOLUTION
Supplemental Budget for submittal to the)	94-20
Tax Supervising and Conservation Commission)	

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS 294 to consider approval of the Multnomah County Supplemental Budget for the fiscal year July 1993 to June 30, 1994; and,

WHEREAS, on January 27, 1994, the Board of County Commissioners, sitting as the Budget Committee, received the proposed supplemental budget document in compliance with ORS 294.480; and,

WHEREAS, this supplemental budget is required to account for the unbudgeted 1993-94 revenues contained therein, and to adjust service reimbursements between funds;

THEREFORE BE IT RESOLVED, that the 1993-94 Supplemental Budget is approved and the Division of Planning and Budget shall forward the approved 1993-94 Supplemental Budget to the Tax Supervising and Conservation Commission.



Adopted this 27th day of January 1994

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair
Board of County Commissioners

REVIEWED

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

1993-94
Multnomah
County
Supplemental
Budget



Multnomah County
Planning & Budget Office
January, 1994

SUPPLEMENTAL BUDGET

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SUPPLEMENTAL BUDGET MESSAGE

THE DOCUMENT

The document consists of three sections:

1. The budget message explaining the reasons for the changes proposed,
2. A section of detailed estimate sheets and descriptions for those actions resulting in changes in expenditures.
3. A financial summary showing the resources and requirements being changed by fund.

REASONS FOR CHANGES

A supplemental budget is the vehicle allowed by ORS 294. for the Board to deal with changes in financial conditions that could not be determined at the time the budget was adopted. Two such conditions have occurred: the advent of the Oregon Health Plan, called CareOregon, and changes in the amount of dedicated forest reserve receipts that must be passed through to the Education Service District.

CareOregon

This 1993-94 Supplemental Budget is proposed to account for and authorize the expenditure for CareOregon activities. The funds are budgeted in the new CareOregon enterprise fund. The Supplemental Budget adds the revenue to be received from

- the State Office of Medical Assistance Payments, \$11,592,470,
- a service reimbursement from the Federal/State Fund to cover full indirect costs, \$21,183, and
- interest income anticipated in Fund 390, the CareOregon Fund, \$60,000.

Most of the additional funds are paid out under contracts with Oregon Health Sciences University and other medical care providers, \$9,089,208.

Some of the funds, \$1,773,238, pay for primary care provided in Multnomah County Health Clinics are paid through a service reimbursement to the Federal/State Fund. Other medicaid revenue categories in the Federal/State Fund are reduced. There is a net gain of \$72,766 in the Federal State Fund. The General Fund contingency is increased by \$61,766 due to payment of indirect cost.

The balance of the additional revenue, \$811,207, pays for staff, operational expenses, and overhead charges to operate the CareOregon system.

Forest Reserve Yield

The Supplemental Budget also adds \$181,975 to the County School Fund as a result of greater than anticipated forest reserve revenues. ORS 328.005 requires this revenue to be passed through to the Education Service District. The Supplemental Budget action is necessary to authorize this transaction.

DESCRIPTIONS AND DETAILED ESTIMATE SHEETS

AGENCY (015) HEALTH**Funds: CareOregon(390); Federal State(156)****CareOregon Fund:**

The Supplemental budget appropriates \$11,613,653 of Medicaid revenue from the State Office of Medical Assistance Payments(OMAP) and \$60,000 of interest earnings for the provision of medical services to be provided by CareOregon, a HMO providing health care under the Oregon Health Plan. OMAP pays for primary, specialist, and hospital care on a capitated basis. It pays a specified amount per enrolled member per month. The County has formed a consortium with the Oregon Health Sciences University, Clackamas County, and the Oregon Primary Care Association to provide access to health care under the Oregon Health Plan. The fund will pay out \$9,089,208 to OHSU and other providers contracting with the County. The Multnomah County Primary Care clinics, budgeted in the Federal State Fund will receive an estimated \$1,773,238 from the CareOregon Fund for providing primary care.

Federal State Fund:

In the Federal State Fund some previously appropriate medicaid revenue categories are reduced and new ones added. There is a net gain of \$72,677. 1.36 FTE are added in the dental program and 1.5 eligibility specialists are added in the Medicaid program. Professional Services are cut in Multicare because of the assumption of those expenses by CareOregon. Business Services is increased due to the payment of indirect costs.

OBJECT DETAIL	1993-94 ADOPTED	THIS ACTION	1993-94 REVISED
5100 PERMANENT	239,283	32,855	272,138
5200 TEMPORARY	3,774	0	3,774
5300 OVERTIME	0	0	0
5400 PREMIUM PAY	0	0	0
5500 FRINGE	65,033	8,871	73,904
DIRECT PERSONAL SERVICES	308,090	41,726	349,816
5550 INS BENEFITS	53,902	7,379	61,281
TOTAL PERSONAL SERVICES	361,992	49,105	411,097
6050 COUNTY SUPPLEMENTS	0		0
6060 PASS THROUGH PAYMENTS	0	0	0
6110 PROFESSIONAL SERVICES	0		0
6120 PRINTING	228		228
6130 UTILITIES	0		0
6140 COMMUNICATIONS	0		0
6170 RENTALS	0		0
6180 REPAIRS & MAINTENANCE	0		0
6190 MAINTENANCE CONTRACTS	0		0
6200 POSTAGE	0		0
6230 SUPPLIES	17,561		17,561
6270 FOOD	0		0
6310 EDUCATION & TRAINING	2,134		2,134
6320 CONFERENCES & CONVENTIO	0		0
6330 TRAVEL	1,255		1,255
6520 INSURANCE	0		0
6530 EXTERNAL D.P.	0		0
6550 DRUGS	0		0
6580 CLAIMS PAID/JUDGEMENTS	0		0
6610 AWARDS & PREMIUMS	0		0
6620 DUES & SUBSCRIPTIONS	0		0
7810 DEBT RETIREMENT	0		0
7820 INTEREST	0		0
DIRECT MATERIALS AND SERVICES	21,178	0	21,178
7100 INDIRECT COSTS	50,949	6,221	57,170
7150 TELEPHONE	4,360		4,360
7200 DATA PROCESSING	6,763		6,763
7300 MOTOR POOL	1,140		1,140
7400 BUILDING MANAGEMENT	1,183		1,183
7500 OTHER INTERNAL SERVICES	0		0
7550 LEASE PAYMENTS TO C.L.R.F.	0		0
7560 MAIL/DISTRIBUTION	5,510		5,510
INTERNAL SERVICE REIMBURSEMENTS	69,905	6,221	76,126
TOTAL MATERIALS AND SERVICES	91,083	6,221	97,304
8100 LAND	0		0
8200 BUILDINGS	0		0
8300 OTHER IMPROVEMENTS	0		0
8400 EQUIPMENT	0		0
TOTAL CAPITAL OUTLAY	0	0	0
TOTAL DIRECT BUDGET	329,268	41,726	370,994
TOTAL EXPENDITURES	453,075	55,326	508,401

12/90

AGENCY 015 Health ORGANIZATION 0711 Medicaid FUND 156 Federal State		
FTE	JOB TITLE	BASE
1.5	Eligibility Specialist	32,855
1.36	TOTAL	32,855

AGENCY: (015) Health
 ORGANIZATION: (0712) Multicare

FUND: (156) FEDERAL/STATE

OBJECT DETAIL	1993-94 ADOPTED	THIS ACTION	1993-94 REVISED
5100 PERMANENT	189,442	0	189,442
5200 TEMPORARY	60,704	0	60,704
5300 OVERTIME	0	0	0
5400 PREMIUM PAY	0	0	0
5500 FRINGE	61,364	0	61,364
DIRECT PERSONAL SERVICES	311,510	0	311,510
5550 INS BENEFITS	35,637	0	35,637
TOTAL PERSONAL SERVICES	347,147	0	347,147
6050 COUNTY SUPPLEMENTS	0		0
6060 PASS THROUGH PAYMENTS	0	0	0
6110 PROFESSIONAL SERVICES	1,405,758	(140,391)	1,265,367
6120 PRINTING	2,241		2,241
6130 UTILITIES	0		0
6140 COMMUNICATIONS	0		0
6170 RENTALS	0		0
6180 REPAIRS & MAINTENANCE	0		0
6190 MAINTENANCE CONTRACTS	0		0
6200 POSTAGE	0		0
6230 SUPPLIES	17,852		17,852
6270 FOOD	0		0
6310 EDUCATION & TRAINING	3,064		3,064
6320 CONFERENCES & CONVENTIO	0		0
6330 TRAVEL	0		0
6520 INSURANCE	0		0
6530 EXTERNAL D.P.	0		0
6550 DRUGS	0		0
6580 CLAIMS PAID/JUDGEMENTS	0		0
6610 AWARDS & PREMIUMS	0		0
6620 DUES & SUBSCRIPTIONS	0		0
7810 DEBT RETIREMENT	0		0
7820 INTEREST	0		0
DIRECT MATERIALS AND SERVICES	1,428,915	(140,391)	1,288,524
7100 INDIRECT COSTS	231,972	(17,788)	214,184
7150 TELEPHONE	8,209		8,209
7200 DATA PROCESSING	31,283		31,283
7300 MOTOR POOL	0		0
7400 BUILDING MANAGEMENT	13,262		13,262
7500 OTHER INTERNAL SERVICES	0		0
7550 LEASE PAYMENTS TO C.L.R.F.	0		0
7560 MAIL/DISTRIBUTION	2,060		2,060
INTERNAL SERVICE REIMBURSEMENTS	286,786	(17,788)	268,998
TOTAL MATERIALS AND SERVICES	1,715,701	(158,179)	1,557,522
8100 LAND	0		0
8200 BUILDINGS	0		0
8300 OTHER IMPROVEMENTS	0		0
8400 EQUIPMENT	0		0
TOTAL CAPITAL OUTLAY	0	0	0
TOTAL DIRECT BUDGET	1,740,425	(140,391)	1,600,034
TOTAL EXPENDITURES	2,062,848	(158,179)	1,904,669

12/90

AGENCY: (015) Health
 ORGANIZATION: (0811) Dental

FUND: (156) FEDERAL/STATE

OBJECT DETAIL	1993-94 ADOPTED	THIS ACTION	1993-94 REVISED
5100 PERMANENT	312,022	43,607	355,629
5200 TEMPORARY	7,924	0	7,924
5300 OVERTIME	0	0	0
5400 PREMIUM PAY	0	0	0
5500 FRINGE	84,784	11,804	96,588
DIRECT PERSONAL SERVICES	404,730	55,411	460,141
5550 INS BENEFITS	56,693	9,235	65,928
TOTAL PERSONAL SERVICES	461,423	64,646	526,069
6050 COUNTY SUPPLEMENTS	0		0
6060 PASS THROUGH PAYMENTS	0	0	0
6110 PROFESSIONAL SERVICES	8,333		8,333
6120 PRINTING	375		375
6130 UTILITIES	0		0
6140 COMMUNICATIONS	0		0
6170 RENTALS	0		0
6180 REPAIRS & MAINTENANCE	0		0
6190 MAINTENANCE CONTRACTS	0		0
6200 POSTAGE	0		0
6230 SUPPLIES	33,851		33,851
6270 FOOD	0		0
6310 EDUCATION & TRAINING	1,085		1,085
6320 CONFERENCES & CONVENTIO	0		0
6330 TRAVEL	0		0
6520 INSURANCE	0		0
6530 EXTERNAL D.P.	0		0
6550 DRUGS	0		0
6580 CLAIMS PAID/JUDGEMENTS	0		0
6610 AWARDS & PREMIUMS	0		0
6620 DUES & SUBSCRIPTIONS	0		0
7810 DEBT RETIREMENT	0		0
7820 INTEREST	0		0
DIRECT MATERIALS AND SERVICES	43,644	0	43,644
7100 INDIRECT COSTS	74,002	8,191	82,193
7150 TELEPHONE	5,563		5,563
7200 DATA PROCESSING	13,052		13,052
7300 MOTOR POOL	0		0
7400 BUILDING MANAGEMENT	59,363		59,363
7500 OTHER INTERNAL SERVICES	0		0
7550 LEASE PAYMENTS TO C.L.R.F.	0		0
7560 MAIL/DISTRIBUTION	1,030		1,030
INTERNAL SERVICE REIMBURSEMENTS	153,010	8,191	161,201
TOTAL MATERIALS AND SERVICES	196,654	8,191	204,845
8100 LAND	0		0
8200 BUILDINGS	0		0
8300 OTHER IMPROVEMENTS	0		0
8400 EQUIPMENT	0		0
TOTAL CAPITAL OUTLAY	0	0	0
TOTAL DIRECT BUDGET	448,374	55,411	503,785
TOTAL EXPENDITURES	658,077	72,837	730,914

12/90

AGENCY 015 Health ORGANIZATION 0800 Dental FUND 156 Federal State		
FTE	JOB TITLE	BASE
.34	Program Development Spec	15,593
.42	Office Assistant 2	8,041
.3	Dental Assistant Receptionist	5,744
.3	Dentist	14,229
1.36	TOTAL	43,607

OBJECT DETAIL	1993-94 ADOPTED	THIS ACTION	1993-94 REVISED
5100 PERMANENT	184,113	0	184,113
5200 TEMPORARY	0	0	0
5300 OVERTIME	0	0	0
5400 PREMIUM PAY	315	0	315
5500 FRINGE	49,218	0	49,218
DIRECT PERSONAL SERVICES	233,646	0	233,646
5550 INS BENEFITS	25,611	0	25,611
TOTAL PERSONAL SERVICES	259,257	0	259,257
6050 COUNTY SUPPLEMENTS	0		0
6060 PASS THROUGH PAYMENTS	0	0	0
6110 PROFESSIONAL SERVICES	0	47,102	47,102
6120 PRINTING	1,035		1,035
6130 UTILITIES	0		0
6140 COMMUNICATIONS	0		0
6170 RENTALS	0		0
6180 REPAIRS & MAINTENANCE	0		0
6190 MAINTENANCE CONTRACTS	0		0
6200 POSTAGE	275		275
6230 SUPPLIES	4,700		4,700
6270 FOOD	0		0
6310 EDUCATION & TRAINING	895		895
6320 CONFERENCES & CONVENTIO	750		750
6330 TRAVEL	0		0
6520 INSURANCE	0		0
6530 EXTERNAL D.P.	0		0
6550 DRUGS	0		0
6580 CLAIMS PAID/JUDGEMENTS	0		0
6610 AWARDS & PREMIUMS	0		0
6620 DUES & SUBSCRIPTIONS	40,500		40,500
7810 DEBT RETIREMENT	0		0
7820 INTEREST	0		0
DIRECT MATERIALS AND SERVICES	48,155	47,102	95,257
7100 INDIRECT COSTS	40,503	9,408	49,911
7150 TELEPHONE	2,962		2,962
7200 DATA PROCESSING	0		0
7300 MOTOR POOL	1,500		1,500
7400 BUILDING MANAGEMENT	7,395		7,395
7500 OTHER INTERNAL SERVICES	0	21,183	21,183
7550 LEASE PAYMENTS TO C.L.R.F.	0		0
7560 MAIL/DISTRIBUTION	405		405
INTERNAL SERVICE REIMBURSEMENTS	52,765	30,591	83,356
TOTAL MATERIALS AND SERVICES	100,920	77,693	178,613
8100 LAND	0		0
8200 BUILDINGS	0		0
8300 OTHER IMPROVEMENTS	0		0
8400 EQUIPMENT	4,945	25,000	29,945
TOTAL CAPITAL OUTLAY	4,945	25,000	29,945
TOTAL DIRECT BUDGET	286,746	72,102	358,848
TOTAL EXPENDITURES	365,122	102,693	467,815

12/90

AGENCY: (015)Health
 ORGANIZATION: (0991) Care Oregon

FUND: (390) CareOregon

OBJECT DETAIL	1993-94 ADOPTED	THIS ACTION	1993-94 REVISED
5100 PERMANENT	0	326,800	326,800
5200 TEMPORARY	0	20,000	20,000
5300 OVERTIME	0		0
5400 PREMIUM PAY	0		0
5500 FRINGE	0	89,221	89,221
DIRECT PERSONAL SERVICES	0	436,021	436,021
5550 INS BENEFITS	0	52,363	52,363
TOTAL PERSONAL SERVICES	0	488,384	488,384
6050 COUNTY SUPPLEMENTS	0		0
6060 PASS THROUGH PAYMENTS	0	9,089,208	9,089,208
6110 PROFESSIONAL SERVICES	0	25,000	25,000
6120 PRINTING	0	19,460	19,460
6130 UTILITIES	0		0
6140 COMMUNICATIONS	0		0
6170 RENTALS	0	15,000	15,000
6180 REPAIRS & MAINTENANCE	0		0
6190 MAINTENANCE CONTRACTS	0		0
6200 POSTAGE	0	5,000	5,000
6230 SUPPLIES	0	14,040	14,040
6270 FOOD	0		0
6310 EDUCATION & TRAINING	0	9,360	9,360
6320 CONFERENCES & CONVENTIO	0		0
6330 TRAVEL	0		0
6520 INSURANCE	0		0
6530 EXTERNAL D.P.	0		0
6550 DRUGS	0		0
6580 CLAIMS PAID/JUDGEMENTS	0		0
6610 AWARDS & PREMIUMS	0		0
6620 DUES & SUBSCRIPTIONS	0		0
7810 DEBT RETIREMENT	0		0
7820 INTEREST	0		0
DIRECT MATERIALS AND SERVICES	0	9,177,068	9,177,068
7100 INDIRECT COSTS	0	149,019	149,019
7150 TELEPHONE	0	20,944	20,944
7200 DATA PROCESSING	0		0
7300 MOTOR POOL	0		0
7400 BUILDING MANAGEMENT	0		0
7500 OTHER INTERNAL SERVICES	0	1,773,238	1,773,238
7550 LEASE PAYMENTS TO C.L.R.F.	0		0
7560 MAIL/DISTRIBUTION	0		0
INTERNAL SERVICE REIMBURSEMENTS	0	1,943,201	1,943,201
TOTAL MATERIALS AND SERVICES	0	11,120,269	11,120,269
8100 LAND	0		0
8200 BUILDINGS	0		0
8300 OTHER IMPROVEMENTS	0		0
8400 EQUIPMENT	0	65,000	65,000
TOTAL CAPITAL OUTLAY	0	65,000	65,000
TOTAL DIRECT BUDGET	0	9,678,089	9,678,089
TOTAL EXPENDITURES	0	11,673,653	11,673,653

12/90

AGENCY 015 Health ORGANIZATION 0991 CareOregon FUND 390 CareOregon		
FTE	JOB TITLE	BASE
.42	Health Services Manager/SR	25,171
.84	Health Services Manager	36,606
1.06	Health Services Administrator	45,058
1.7	Program Development Specialist	53,130
1.32	Program Development Tech	33,851
.33	Health Officer Assistant	23,450
.16	Clerical Unit Supervisor	4,305
1.52	Office Assistant 2	29,538
.84	Community Health Nurse	30,098
.42	Fiscal Spec 2	13,500
.50	Fiscal Specialist 1	13,217
.10	Fiscal Spec Super	4,836
.42	Data Analyst Senior	14,040
9.63	TOTAL	326,800

AGENCY: (050) Nondepartmental

FUND (157) School Fund

County School Fund

The County maintains a school fund to provide County schools with ten dollars from General Fund revenues plus interest for each person within Multnomah County between the ages of four and twenty. The County also adds 25% of revenue from the sale of timber cut on Federal forest reserves.

The County School Fund will be increased by \$181,975 as a result of greater than anticipated forest reserve revenues. It will be passed on to the Multnomah County Education Service District, as required by ORS 328.005.

Agency: (050) Nondepartmental Organization: (9100) County School Fund		Fund: (157) School Fund		
OBJECT DETAIL	1993-94 ADOPTED	THIS ACTION	1993-94 REVISED	
5100 PERMANENT				
5200 TEMPORARY				
5300 OVERTIME				
5400 PREMIUM PAY				
5500 FRINGE				
DIRECT PERSONAL SERVICES	0	0	0	
5550 INS BENEFITS				
TOTAL PERSONAL SERVICES	0	0	0	
6050 COUNTY SUPPLEMENTS				
6060 PASS THROUGH PAYMENT	1,323,573	181,975	1,505,548	
6110 PROFESSIONAL SERVICES				
6120 PRINTING				
6130 UTILITIES				
6140 COMMUNICATIONS				
6170 RENTALS				
6180 REPAIRS & MAINTENANCE				
6190 MAINTENANCE CONTRACTS				
6200 POSTAGE				
6230 SUPPLIES				
6270 FOOD				
6310 EDUCATION & TRAINING				
6320 CONFERENCES & CONVENTIONS				
6330 TRAVEL				
6520 INSURANCE				
6530 EXTERNAL D.P.				
6550 DRUGS				
6580 CLAIMS PAID/JUDGMENTS				
6610 AWARDS & PREMIUMS				
6620 DUES & SUBSCRIPTIONS				
7810 PRINCIPAL				
7820 INTEREST				
DIRECT MATERIALS & SERVICES	1,323,573	181,975	1,505,548	
7100 INDIRECT COSTS				
7150 TELEPHONE				
7200 DATA PROCESSING				
7300 MOTOR POOL				
7400 BUILDING MANAGEMENT				
7500 OTHER INTERNAL SERVICES				
7550 LEASE PAYMENTS TO CLRF				
7560 MAIL/DISTRIBUTION				
INTERNAL SERVICE REIMBURSEMENTS	0	0	0	
TOTAL MATERIALS & SERVICES	1,323,573	181,975	1,505,548	
8100 LAND				
8200 BUILDINGS				
8300 OTHER IMPROVEMENTS				
8400 EQUIPMENT				
TOTAL CAPITAL OUTLAY	0	0	0	
TOTAL DIRECT BUDGET	1,323,573	181,975	1,505,548	
TOTAL EXPENDITURES	1,323,573	181,975	1,505,548	

FINANCIAL SUMMARY

Supplemental Budget 1993-94
FINANCIAL SUMMARY

FUND 100 General Fund				
	RESOURCE DESCRIPTION	1993-94 'Adopted	This Action	1993-94 Revised
045	Overall County			
	6650 Serv Reimbursement/CareOregon	0	55,734	55,734
	6602 Service reimbursement/Federal Stat	8,525,179	6,032	8,531,211
		0	0	0
			0	0
	All other Resources	152,259,983		152,259,983
	TOTAL RESOURCES - FUND 252	160,785,162	61,766	160,846,928

	REQUIREMENTS SUMMARY	1993-94 'Adopted	This Action	1993-94 Revised
	EXPENDITURES			
045	Overall County			
	Contingency	3,551,665	61,766	3,613,431
			0	0
	Subtotal Expenditures	3,551,665	61,766	3,613,431
	All Other Requirements	157,233,497	0	157,233,497
		160,785,162	61,766	160,846,928

SUPPLEMENTAL BUDGET 1993-94
 FINANCIAL SUMMARY

FUND 156 Federal State Fund				
	RESOURCE DESCRIPTION	1993-94 'Adopted	This Action	1993-94 Revised
015	Health			
	2600 Medicaid Capitation	3,292,380	(1,261,274)	2,031,106
	2603 Medicaid Fee For Service	4,107,127	(532,572)	3,574,555
	6650 Serv Reimb/CareOregon	0	1,866,523	1,866,523
			0	0
	All other Resources	150,554,317		150,554,317
	TOTAL RESOURCES - FUND 252	157,953,824	72,677	158,026,501

	REQUIREMENTS SUMMARY	1993-94 'Adopted	This Action	1993-94 Revised
	EXPENDITURES			
015	Health			
	Personal Services	28,689,241	113,751	28,802,992
	Materials&Services	17,051,990	(66,074)	16,985,916
	Capital	139,353	25,000	164,353
	Subtotal Expenditures	45,880,584	72,677	45,953,261
	All Other Requirements	112,073,240	0	112,073,240
		157,953,824	72,677	158,026,501

SUPPLEMENTAL BUDGET 1993-94
 FINANCIAL SUMMARY

FUND 157 COUNTY SCHOOL FUND				
RESOURCE DESCRIPTION		1993-94 Current	This Action	1993-94 Revised
50	Nondepartmental			
9100	County School Fund			
	0500 Beginning Working Capital	75,000	0	75,000
	1045 Forest Reserve	11,633	181,975	193,608
	5000 Interest on Investments	4,680	0	4,680
	7601 General Fund	1,232,260	0	1,232,260
TOTAL RESOURCES - FUND 1		1,323,573	181,975	1,505,548

REQUIREMENTS SUMMARY		1993-94 Current	This Action	1993-94 Revised
EXPENDITURES				
50	Nondepartmental			
	Materials & Services	1,323,573	181,975	1,505,548
Subtotal Expenditures		1,323,573	181,975	1,505,548
Unappropriated Balance		0	0	0
		1,323,573	181,975	1,505,548

SUPPLEMENTAL BUDGET 1993-94
 FINANCIAL SUMMARY

FUND 390 CareOregon Fund				
	RESOURCE DESCRIPTION	1993-94 Adopted	This Action	1993-94 Revised
015	Health			
	2600 Medicaid Capitation	0	11,592,470	11,592,470
	6602 Service Reimbursement Federal/St	0	21,183	21,183
	5000 Interest Income	0	60,000	60,000
			0	0
	All other Resources	0		0
	TOTAL RESOURCES - FUND 252	0	11,673,653	11,673,653

	REQUIREMENTS SUMMARY	1993-94 Adopted	This Action	1993-94 Revised
	EXPENDITURES			
015	Health			
	Personal Services	0	488,384	488,384
	Materials&Services	0	11,120,269	11,120,269
	Capital	0	65,000	65,000
	Subtotal Expenditures	0	11,673,653	11,673,653
	All Other Requirements	0	0	0
		0	11,673,653	11,673,653

MEETING DATE: JAN 27 1994

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approve a resolution creating the CareOregon Fund

BOARD BRIEFING Date Requested: January 27, 1994

Amount of Time Needed: 20 minutes

REGULAR MEETING: Date Requested: January 27, 1994

Amount of Time Needed: 20 minutes

DEPARTMENT: Health DIVISION: CareOregon/Primary Care

CONTACT: Tom Fronk TELEPHONE #: 248-3056

BLDG/ROOM #: McCoy #700

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Board of County Commissioners approved Resolution 93-383 on November 28, 1993. This resolution supported the County's role in CareOregon. This resolution creates an enterprize fund to account for CareOregon activities.

1/27/94 copies to Dave Warren,
Tom Fronk & Herman Brame

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JAN 19 PM 1:21

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: Belli Odegaard 719-94 KI

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Creating the CareOregon)	
Enterprise Fund and Establishing Guide-)	RESOLUTION
lines for Receipts and Disbursements)	94-21

WHEREAS, the resolution 93-384 passed on November 10, 1993, stated that the County shall take responsibility for the provision of medical services under a managed care system known as CareOregon; and,

WHEREAS, the Board of County Commissioners has entered into a contract with the State Office of Medical Assistance Payments to administer CareOregon, and

WHEREAS, the revenues and expenditures associated with CareOregon are properly accounted for through use of a separate enterprise fund;

NOW THEREFORE be it resolved that

1. There is hereby created a CareOregon Enterprise Fund.
2. The fund shall consist of all revenues, expenditures, internal service reimbursements received or expended as part of the operation of CareOregon including administrative expenses and payments to providers with whom the County has contracted for provisions of medical service to enrollees.
3. The fund shall be dedicated solely to CareOregon activities.
4. The fund shall receive interest earned on fund revenue.

5. The Finance Director is authorized to develop and maintain procedures to implement this fund consistent with County policy as expressed by this resolution and according to generally accepted accounting principles. Notification of changes to the operation of the fund will be made to the Board of County Commissioners

ADOPTED this 27th day of January, 1994.

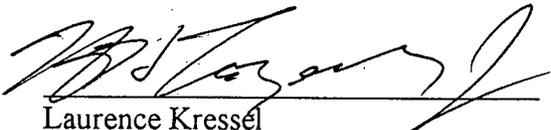
BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON



By


Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED


Laurence Kressel
County Counsel