

## **ANNOTATED MINUTES**

*Thursday, April 7, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602*

### **REGULAR MEETING**

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

### **CONSENT CALENDAR**

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

### **NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointment of Sharron Kelley to the Community Development Policy Advisory Board*
- C-2 In the Matter of the Appointment of Kay Durtschi to the Citizen Involvement Committee*

### **SHERIFF'S OFFICE**

- C-3 Ratification of an Intergovernmental Agreement, Contract #800025, between the U.S. Department of Energy, Bonneville Power Administration and The Multnomah County Sheriff's Office for the Lease of Biddle Butte Property Microwave Radio Station Site, for the Period July 1, 1994 through June 30, 1995*
- C-4 Ratification of an Intergovernmental Agreement, Contract #800644, between the Multnomah County Sheriff's Office and the City of Portland to Provide Fingerprint and Photographs of Individuals Arrested for Crimes for the Fiscal Years 1993-94, 1994-95, and 1995-96*

### **DISTRICT ATTORNEY**

- C-5 Ratification of an Intergovernmental Agreement, Contract #700054, between the Multnomah County District Attorney's Office and the Oregon Department of Justice to Provide Access to the Department of Justice Computer Bulletin Board Service, for the Period April 1, 1994 to be Ongoing*

### **COMMUNITY AND FAMILY SERVICES DIVISION**

- C-6 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #100264, between Multnomah County Community and Family Services Division, Child and Adolescent Mental Health Program Office and the University Hospital to Remove the Medicaid Limitation Only, for the Period March 1, 1994 through June 30, 1994*

- C-7 *Ratification of Amendment No. 4 to Intergovernmental Agreement, Contract #100274, between Multnomah County Community and Family Services Division, Child and Adolescent Mental Health Program Office and the Oregon Health Sciences University to Remove the Medicaid Limitation Only, for the Period March 1, 1994 through June 30, 1994*
- C-8 *Ratification of Amendment No. 3 to Intergovernmental Agreement, Contract #100284, between Multnomah County Community and Family Services Division, Alcohol and Drug Program Office and the Oregon Health Sciences University, Alcohol Treatment and Training Center to Add \$5,878 in State Video Poker Revenue Funds to Provide Gambling Treatment Start-Up Services, for the Period July 1, 1993 through June 30, 1994*
- C-9 *Ratification of Intergovernmental Agreement, Contract #102864, between Multnomah County Community and Family Services, Adult Mental Health Program and the Oregon Health Sciences University for the Annual Agreement for Emergency Holds at a Pre-Set Rate for the Requirements of the Contract, for the Period July 1, 1993 through June 30, 1994*

#### **DEPARTMENT OF HEALTH**

- C-10 *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #200744, between Multnomah County Health of Health and the Oregon Health Sciences University to Change the Compensation Section to Add Published Rates and Change the Liability Section to Include Additional Language Concerning Oregon Law, for the Period Upon Execution through September 30, 1994*
- C-11 *Ratification of an Intergovernmental Agreement, Contract #202114, between Portland Community College and Multnomah County Department of Health to Provide Clinical Learning Experiences for Nursing Students, for the Period Upon Execution through 30 Day Written Notice by Either Party*
- C-12 *Ratification of an Intergovernmental Revenue Agreement, Contract #202234, between Multnomah Education Service District and Multnomah County Department of Health to Provide the Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities, for the Period Upon Execution through August 31, 1994*

#### **REGULAR AGENDA**

#### **NON-DEPARTMENTAL**

- R-1 *PROCLAMATION in the Matter of Proclaiming April 16-23, 1994 as the WEEK OF THE YOUNG CHILD*

**PRESENTATION BY MYRTLE CALKINS AND RUTH OXMAN OF THE NEIGHBORHOOD HOUSE CHILDREN'S CENTER. ALSO, FIVE YOUNG CHILDREN PRESENTED THE COMMISSIONERS WITH BOUQUETS OF FLOWERS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, PROCLAMATION 94-61 UNANIMOUSLY APPROVED.**

- R-2 *Briefing Update on the Albina Community Plan. Presented by Jo Ann Allen and Commissioner Charlie Hales.*

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS  
BY JO ANN ALLEN AND COLLEEN ACRES.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-3 *PROCLAMATION in the Matter of Recognizing the Contributions of Frank Grace, Frank Watkins, Tichenor McBride, Bertie Eddington, James Parent, Sheryle Sample, Marc Hess, Larry Monagon and Barry Renshaw*

**BOARD GREETED, ACKNOWLEDGED AWARDS AS PRESENTED BY TAMARA HOLDEN TO COMMUNITY CORRECTIONS STAFF: FRANK GRACE, EMPLOYEE OF THE YEAR; FRANK WATKINS, LIFE SAVING; TICHENOR McBRIDE, BERTIE EDDINGTON, JAMES PARENT AND SHERYLE SAMPLE, HIGHEST PROFESSIONAL STANDARDS; FRANK WATKINS, MARC HESS, LARRY MONAGON AND BARRY RENSHAW, MEERITORIOUS SERVICE. ALSO, 20 YEAR CAREER RECOGNITION FOR GREGORY C. BACON, LOWELL L. KESTER, JAMES E. VANNICE, THOMAS H. GRINNELL, CHARLENE L. MCCARTHY AND JACK MINZEY. PROCLAMATION 94-62 ACKNOWLEDGED AS PROCLAIMED.**

- R-4 *PROCLAMATION in the Matter of Recognizing the Contributions of Kathy Treb and the ADAPT Staff*

**BOARD GREETED, ACKNOWLEDGED CONTRIBUTIONS OF KATHY TREB AND THE ADAPT STAFF. KATHY TREB PRESENTED PROGRESS OF THE ADAPT PROGRAM. PROCLAMATION 94-63 ACKNOWLEDGED AS PROCLAIMED.**

- R-5 *Ratification of an Intergovernmental Agreement, Contract #900514, between the State Oregon Department of Corrections and Multnomah County Department of Community Corrections to Provide Supervised Housing for Up To Thirty-Four Male Offenders and Nine Female Offenders, for the Period April 15, 1994 through 30 Day Written Notice*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. JOANN FULLER PROVIDED PRESENTATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER COLLIER AND SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED TO TABLE ITEM R-5 FOR MORE INFORMATION LATTER IN THE MEETING.**

- R-6 *Ratification of an Intergovernmental Agreement, Contract #900524, between Clackamas County Community Corrections and Multnomah County Department of Community*

*Corrections to Lease the Milwaukie Work Release Facility Located at 9200 SE McBrod, Milwaukie for the Purpose of Operating a Work Release Program as Planned in the 1993-95 Community Corrections Plan, for the Period April 15, 1994 through June 30, 1994*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. JOANN FULLER PROVIDED PRESENTATION AND RESPONSE TO BOARD QUESTIONS. TAMARA HOLDEN RESPONDED TO QUESTIONS FROM COMMISSIONER COLLIER. MIKE KING RESPONDED TO QUESTIONS AND PROVIDED MORE INFORMATION. CHAIR STEIN REQUESTED MORE TRACKING AND DATA COLLECTED AND DEPARTMENT OF COMMUNITY CORRECTION STAFF TO RETURN WITH DATA IN SIX MONTHS. COMMISSIONER COLLIER EXPLAINED WHY SHE WOULD BE VOTING NO ON THIS ITEM. AGREEMENT WAS APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO.**

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, RECONSIDERATION OF ITEM R-5 WAS APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO. AGREEMENT WAS APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-7** *Ratification of an Intergovernmental Agreement, Contract #301624, between Multnomah County, Transportation Division and the City of Gresham to Co-Manage a Feasibility Study of Synchronizing/Coordinating Timing of Traffic Signals Along Arterials in East Multnomah County, for the Period Upon Execution through Completion*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. KATHY BUSSE EXPLANATION. INTERGOVERNMENTAL AGREEMENT UNANIMOUSLY APPROVED.**

**COMMUNITY AND FAMILY SERVICES DIVISION**

- R-8** *Request for Approval of a Notice of Intent to Apply for Approximately \$600,000 in Funding Through a Healthy Start Family Support Service Pilot Program Grant from the State Commission on Children and Families*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. JAMES**

**EDMONDSON AND JAN WALDER PRESENTED  
EXPLANATION TO BOARD QUESTIONS. NOTICE OF  
INTENT UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

**R-9 RESOLUTION in the Matter of Approving the Consolidated Cable Communications  
Commission Proposed FY 1994-95 Budget**

**UPON MOTION OF COMMISSIONER COLLIER AND  
SECONDED BY COMMISSIONER KELLEY, IT WAS  
UNANIMOUSLY APPROVED TO CONTINUE R-9 UNTIL  
THURSDAY, APRIL 21, 1994.**

**PUBLIC COMMENT**

**R-10 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three  
Minutes Per Person.**

**NONE.**

*There being no further business, the meeting was adjourned at 10:50 a.m.*

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



**Carrie A. Parkerson**

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**Thursday, April 7, 1994 - 10:30 AM  
Multnomah County Courthouse, Room 602**

**BUDGET WORK SESSION**

**WS-1 Board Work Session to Discuss Issues Important for Development of the 1994-1995  
Budget, as Follows: DOMESTIC VIOLENCE. Presented by Appropriate Department  
Staff.**

**JO ANN ALLEN, TERRY ANDERSON AND PAT HILL  
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**



# 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

APRIL 4, 1994 - APRIL 8, 1994

*Thursday, April 7, 1994 - 9:30 AM - Regular Meeting . . . . . Page 2*

*Thursday, April 7, 1994 - 10:30 AM - Budget Work Session . . . . . Page 5*

*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~~<sup>30</sup> 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.**

Thursday, April 7, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

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- C-2      *In the Matter of the Appointment of Kay Durtschi to the Citizen Involvement Committee*

**SHERIFF'S OFFICE**

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- R-2     *Briefing Update on the Albina Community Plan. Presented by Jo Ann Allen and Commissioner Charlie Hales. 9:45 AM TIME CERTAIN, 15 MINUTES REQUESTED.*



## **DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-3      *PROCLAMATION in the Matter of Recognizing the Contributions of Frank Grace, Frank Watkins, Tichenor McBride, Bertie Eddington, James Parent, Sheryle Sample, Marc Hess, Larry Monagon and Barry Renshaw*
- R-4      *PROCLAMATION in the Matter of Recognizing the Contributions of Kathy Treb and the ADAPT Staff*
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- R-9      *RESOLUTION in the Matter of Approving the Consolidated Cable Communications Commission Proposed FY 1994-95 Budget*

## **PUBLIC COMMENT**

- R-10      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*Thursday, April 7, 1994 - 10:30 AM*

*Multnomah County Courthouse, Room 602*

**BUDGET WORK SESSION**

**WS-1**     *Board Work Session to Discuss Issues Important for Development of the 1994-1995 Budget, as Follows: DOMESTIC VIOLENCE - 10:30 AM TIME CERTAIN, 30 MINUTES REQUESTED. Presented by Appropriate Department Staff.*



**DAN SALTZMAN**, Multnomah County Commissioner, District One

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

**M E M O R A N D U M**

TO: Clerk of the Board  
Board of County Commissioners

FROM: Dan Saltzman

*Dan*

RE: Out of Office

DATE: Tuesday, March 22, 1994

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I will be out of the Office from April 4 through 11. Part of that time I will be in Sunriver as a panelist at the Oregon Library Association Conference.

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 22 AM 11:13  
MULTNOMAH COUNTY  
OREGON

Agenda No.: 4-1

## AGENDA PLACEMENT FORM

Agenda No.: C-2

## AGENDA PLACEMENT FORM

3/28/94

INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: SWNI Coalition

SECTION I

NAME: Kay Durtschi HOME PHONE: 247-9967

ADDRESS: 2230 SW Caldwell WORK PHONE: -

Portland, Or - 97219

Is your residence located in Multnomah County?

YES \* NO -

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I am a support group to better serve  
on the Coordinating Council for County

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Oregon Symphony Women's Assoc since '64  
2. Oregon Repub Party DATE: 780 to 84  
3. Portland Neighborhoods DATE: -

RESPONSIBILITIES: 1 - almost every office available -

2 - Chair of Mult County Rep

3 - Chair of Mult Neighborhood - 88-90

President of SWNI - 91-92

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Sylvia Bogert - 7688 SW Capital Hwy PD 97219  
John Alland - 10468 SW 53rd PH-97219 823-4592  
245-9596

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

None -

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 8 Day 2 Year 28 SEX: Female ☒ Male ☐

ETHNIC ORIGIN: Asian ☐ Black ☐ Hispanic ☐  
Native American ☐ White ☒

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Jay Deutsch Date: 2-16-97



## Southwest Neighborhood Information

7688 S.W. Capitol Highway, Portland, OR 97219 (503) 823-4592

February 24, 1994

John Legry  
Office Of Citizen Involvement  
Multnomah County  
1120 SW 5th Ave.  
Portland, OR 97204

Dear John Legry:

It was voted unanimously by the SWNI Executive Committee on February 23, 1994 to nominate Kay Durtschi, SWNI President, as Southwest representative to the Multnomah County Citizen Involvement Committee.

SWNI Executive Committee is confident that Kay will do an excellent job representing the interests of the Southwest Portland area, she fully understands the duties and responsibilities of being on the committee. If you have any questions, please contact the Southwest Neighborhood Office at 823-4592.

Sincerely,

Sylvia Bogert  
Executive Director, SWNI



(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA between U.S. Department of Energy-Bonneville Power Administration and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: March 31, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: EnforcementCONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

SIGNATURES REQUIRED:

Intergovernmental Agreement between U.S. Department of Energy-Bonneville Power Administration and the Sheriff's Office for the lease of Biddle Butte Property Microwave Radio Station Site for the period July 1, 1994 through June 30, 1995. RENEWAL.

CONSENT

ELECTED OFFICIAL: Bob Skipper Jr.OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Originals Sent to Larry Aab on 4-7-94. 6/93

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 28 PM 2:16  
MULTNOMAH COUNTY  
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800025

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Sheriff's Office Division Enforcement Date March 10, 1994Contract Originator Chief Deputy Randy Amundson Phone 251-2401 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract Lease of Biddle Butte Property Microwave Radio Station Site.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name U.S. Dept of Energy - BPA (MMLC)Mailing Address P.O. Box 3621Portland, Oregon 97208Phone 230-3249

Employer ID# or SS# \_\_\_\_\_

Effective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 4500.00

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 \_\_\_\_\_

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☒ Lump Sum \$ 4500.00 ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 3/24/94

Date \_\_\_\_\_

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	3102			6170 4747						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE



ORIGINAL

Department of Energy  
Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621  
Land Management 1-800-836-6619

MAR 1 1994

In reply refer to: MMLC (Case No. 930996)  
Biddle Butte Microwave Radio Station  
Lease No. DE-RL79-93BP75911  
Amendment No. 1

Mr. Charles Fessler, Undersheriff  
Multnomah County Sheriffs Office  
12240 NE. Glisan Street  
Portland, OR 97230

Dear Mr. Fessler:

This refers to the fee for use by Multnomah County (County) of Bonneville Power Administration's (BPA) Biddle Butte Microwave Radio Station site. The fee is currently based on \$1,700 for site use plus 2.9-kW of emergency power at \$560 per kW totaling \$3,324. As you can see in Paragraph 4 of Exhibit A in referenced lease, 5-kW of emergency power is required by the County. As such, the fee should be \$1,700 for site use plus 5-kW of emergency power at \$560 per kW (\$2,800) totaling \$4,500.

Accordingly, the first paragraph of item 2.a. of referenced lease is hereby amended to read as follows:

For and in consideration of this lease, Lessee shall pay to Lessor the sum of Four Thousand Five Hundred and 00/100ths Dollars (\$4,500) annually beginning July 1, 1994. Payments shall be due by close of business on the effective date of the lease term and each anniversary thereof. Payments not received by the effective date of the lease term or its anniversary will accrue interest at the rate of 18.25 percent per annum from the effective date of the lease term or anniversary until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

All other terms and conditions of referenced lease remain unchanged.

Please indicate in the space provided below your acceptance of the above amendment and return the original of this letter to BPA (MMLC), P.O. Box 3621, Portland, Oregon 97208. The extra copy is for your records. A business-reply envelope is provided for your convenience.

If you continue to use BPA's facility you will be deemed to have accepted this change and will be bound by it.

We apologize for any inconvenience our error may have caused. Please contact Karen Pick at the above toll free number or directly at (503) 230-3249 if you have any questions.

Sincerely,



Renee M. Ferrera  
Chief, Land Management Section

Enclosure

The above letter renewing this lease for the period July 1, 1994, through June 30, 1995, is hereby accepted.

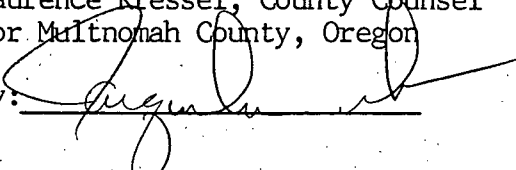
Multnomah County Sheriff's Office


By: \_\_\_\_\_  
Bob Skipper, Sheriff

Date: \_\_\_\_\_

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:  \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 0-3 DATE 4-7-94  
  
BOARD CLERK

APR 07 1994

C-4

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA between City of Portland and the Sheriff's Office

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: March 31, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's OfficeDIVISION: CorrectionsCONTACT: Larry AabTELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

## ACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

Intergovernmental Agreement between City of Portland and the Sheriff's Office, for City of Portland will provide fingerprint and photographs of individuals arrested for crimes for the Fiscal Years 1993-94, 1994-95, and 1995-96 . RENEWAL.

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

0516C/63

Originals Sent to Larry Aab on 4-7-94.

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 28 PM 2:16  
MULTNOMAH COUNTY  
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 800644

MULTNOMAH COUNTY OREGON

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Sheriff's Office Division Corrections Date February 17, 1993Contract Originator Chief Deputy John Schweitzer Phone 248-5088 Bldg/Room 119/307Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract City of Portland will provide fingerprints and photographs of individuals arrested for crimes.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of PortlandMailing Address 1111 SW 2nd, Rm 1202Portland, OR 97204

Phone \_\_\_\_\_

Employer ID# or SS# \_\_\_\_\_

Effective Date July 1, 1993Termination Date June 30, 1996Original Contract Amount \$ 532,460.00

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 \_\_\_\_\_

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_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 \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 3/24/94

Date \_\_\_\_\_

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	3933			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

MULTNOMAH COUNTY AND CITY OF PORTLAND

Amended Fiscal Year 1993-94  
Fiscal Years 1994-95 and 1995-96

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (M.C.S.O.), jointly with and behalf of Multnomah County, and City of Portland (City).

1. GENERAL SCOPE

A. The City of Portland Police Bureau (hereinafter referred to as P.P.B.) maintains within the Justice Center an Identification Division which has the facilities, expertise, and equipment to process crime scene evidence, latent fingerprints, and the fingerprinting and identification of individuals.

B. The Police personnel within the Identification Division have a national reputation of expertise in identification, fingerprinting, and Automatic Fingerprint Identification Systems (AFIS) through the Western Identification Network.

C. The M.C.S.O. maintains within Multnomah County Detention Center a Reception Unit where fingerprints and photographs (images) are taken when arrested individuals are detained and/or booked for criminal activity.

D. M.C.S.O. requires proper and timely assistance with "major crime scene" investigations, latent print identification, AFIS, lab processing, and the fingerprinting and identification of individuals processed through the Reception Unit.

E. A Cooperative effort between M.C.S.O. and the P.P.B. in the area of crime scene coverage, forensic evidence processing, AFIS, and fingerprinting and identification, fosters coordination and cooperation.

F. Therefore, M.C.S.O. and City agree to the following:

1. The P.P.B. and M.C.S.O. mutually agree to maintain an effective identification process for the purpose of fingerprinting and the identification of arrested persons, latent print identification and the sharing of information.

2. The City shall maintain the facilities and equipment necessary for the lab processing of latent prints, latent identification and AFIS.

3. The City shall assign one Identification Technician to the Reception Unit each working shift. The Identification Technician shall operate within the Reception Unit on a seven day a week, 24 hour per day basis. As a result of M.C.S.O. assuming the photographing (imaging) function within the Reception Unit, the M.C.S.O. shall reimburse City for wages and fringe benefits of 3.8 FTE Identification Technicians through February 10, 1994 and 2.7 FTE Identification Technicians for the remainder of the contract in lieu of the actual 5.4 FTE staffing required. (The City uses a 5.4 FTE for a seven day, 24 hour per day post.) Refer to Schedule of Charges A & B & C.

4. To strengthen investigative effectiveness and enhance professional development as each agency's staffing will allow, M.C.S.O. will designate a person for training by the P.P.B.. The purpose of the training is to develop the knowledge, skills, and abilities based upon the Portland Criminalist Training Program. M.C.S.O. shall reimburse the City of the cost of incurred "Coach's Pay". Refer to Schedule of Charges A & B & C.

5. After the Criminalist Training Program is completed, M.C.S.O. personnel would have access to and use of the Police identification labs and AFIS equipment. Without prior Police approval, no more than 5 latent inquiries or registrations per week will be run through AFIS. Routine investigations would be made during non-prime hours designated by the Police. Special consideration will be made for "Critical Investigations".
6. The P.P.B. will provide verification of M.C.S.O.'s latent print identifications.
7. The M.C.S.O. and the P.P.B. can request assistance from each other to respond to "Major Crime Scenes" (i.e. homicide, fatal traffic accidents, etc.), if their Criminalist resources were insufficient or not available. Salary and fringe benefit cost would be based upon an hourly basis. Refer to Schedule of Charges A & B & C.
8. When a Juvenile Processing Center is established, M.C.S.O. would assist the Police. M.C.S.O. would bring their juvenile arrests to the Center whose photographs and prints can be forwarded to the Oregon State Police (OSP). The Center would provide M.C.S.O. the services consisting of photography (imaging), fingerprinting, determining identity, and forwarding pictures and prints to OSP for those juveniles allowed by law. Billings would be based upon the salary and fringe benefits costs of 1/2 hour Identification Technician I time per processed juvenile. Refer to Schedule of Charges A & B & C.
9. The City shall bill M.C.S.O. in accordance with Schedule A, summarizing the actual utilization of services and costs, for those costs incurred during the remaining fiscal year 1993-94 by June 30, 1994.
10. The City shall bill M.C.S.O. in accordance with Schedule B, summarizing the actual utilization of services and costs, for fiscal year 1994-95 by September 30, December 31, 1994; March 31, and June 30, 1995.
11. The City shall bill M.C.S.O. in accordance with Schedule C, summarizing the actual utilization of services and costs, for fiscal year 1995-96 by September 30, December 31, 1995; March 31, and June 30, 1996.
12. M.C.S.O. shall send payments within thirty (30) days after receipt of each billing.
13. The City shall have administrative authority for the establishment of standards of performance of Identification Technicians, the Criminalist Training Program, standards for processing fingerprints, and other matters that are directly related to the technical aspect of the identification process.
14. The M.C.S.O. shall have the administrative authority for directing the identification process of fingerprinting and photographing (imaging) persons brought into the Reception Unit of the Multnomah County Detention Center. The Reception Unit shall remain a function of the M.C.S.O. and the booking process is the responsibility of the Sheriff.
15. M.C.S.O. shall determine what level of support services it needs for training, latent print identification, crime scene coverage and lab processing.
16. The P.P.B. shall provide an adequate and safe work environment for the M.C.S.O. Criminalist for the performance of the agreed upon tasks pertaining to latent print identification and processing.
17. The M.C.S.O. shall provide an adequate and safe work environment for the City for the performance of the identification processing, fingerprint classifying, and telephonic communications.
18. As a Board Member of the Western Identification Network (WIN), when the WIN Automatic



Fingerprint Identification System is upgraded to include fully integrated remote terminals, store and forward livescan, etc., the City will consider the feasibility of a system upgrade to include remote entry of fingerprints and/or latent prints. If M.C.S.O. requested this service, the fee would be based upon usage and actual costs involved.

19. Upon request, the City shall provide the M.C.S.O. with 35 MM identification photographs taken prior to the COJIN Imaging System.

2. COJIN SYSTEM

A. M.C.S.O. shall provide and maintain the imaging equipment in accordance with the COJIN Agreement. The M.C.S.O. will assume the photography (imaging) responsibilities and will ensure that the photographs (images captured are posed properly and are the highest quality possible. The Inmate Management Cards will have all descriptors completed. All available resources such as PPDS, CPMS, CCH, will be utilized to determine identity prior to the fingerprint processing by the Identification Technicians.

B. The City shall continue to furnish fingerprinting equipment and supplies, and handle administrative duties involving fingerprint cards.

3. HOLD HARMLESS

A. To the maximum extent permitted by law, each party shall hold harmless and indemnify the other, and the officers, agents and employees of the other, from and against any claims for injury or damage to persons or property which may be caused by or arise from its own actions under this agreement.

B. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance, or other compensation or indemnity to any Police employee for any injury or sickness arising out of his/her participation in this section.

C. All M.C.S.O. personnel assigned to work in the Identification Division shall remain employees of M.C.S.O. No M.C.S.O. employee shall have any City pension or other status rights under the provision of City employment.

D. All City Identification personnel assigned to work in the Reception Unit shall remain employees of the Police Bureau. No police employee shall have any County pension or other status rights under the provision of County employment.

4. TERM

This agreement shall extend from formal contract approval through, and including June 30, 1996, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 9.

5. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, the P.P.B. and M.C.S.O. shall comply with all applicable federal, state, and local laws and regulations.

6. TERMINATION

A. This agreement may be terminated upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party.

B. Termination under any provisions of this paragraph shall not affect any rights, obligation, or liability of the City or M.C.S.O. which accrued prior to such termination.

7. OREGON LAW AND FORUM

A. This agreement shall be construed according to the laws of the State of Oregon.

B. Any litigation between M.C.S.O. and the Police 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 district of Oregon.

8. ASSIGNMENT

M.C.S.O. shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the P.P.B.

9. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

10. INTEGRATION

This agreement contains the entire agreement between the parties and supercedes all prior written or oral agreements.

11. NOTICES

All notices pursuant to the terms of this agreement shall be address as follows:

Notices to Portland: Charles A. Moose,  
Chief of Police  
Bureau of Portland Police

Notices to M.C.S.O.: Bob Skipper, Sheriff  
Multnomah County Sheriff's Office

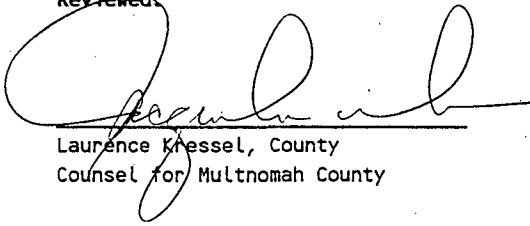
12. In the event of a dispute between the parties as to the extent and nature of the duties and function of personnel assigned to the Identification Division, the resolution shall be made by the Chief of Police of Portland and the Sheriff or their delegated representatives.

RECEIVER: Multnomah County

By: Bob Skipper, Sheriff

Date

Reviewed:



Laurence Kressel, County  
Counsel for Multnomah County

Date

3/24/94

PROVIDER: City of Portland

Vera Katz, Mayor

Date

Approved as to Form:

Portland City Attorney

Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 4-7-94  
Carrie A. Parkerson  
BOARD CLERK

SCHEDULE OF CHARGES  
A  
Remaining FY 1993-94

1.	Identification Technician I Reception Unit Staffing	\$200,959.00
2.	Identification Technician I straight time (\$20.92) and fringe benefits (\$7.51) hourly rate.	\$27.82
3.	Criminalist coach's pay hourly rate; 8 hours straight pay and fringe benefit (\$.70) per pay period.	\$24.87
4.	Criminalist Pay	
	Straight time (\$24.17) and fringe benefit (\$3.07) hourly rate	\$27.24
	Overtime (\$36.26) and fringe benefit (\$.70) hourly rate	\$36.96

Billings will be based upon four equal payments for item #1 and actual costs incurred for the remaining items.

SCHEDULE OF CHARGES  
B  
FY 1994-95

1. Identification Technician I  
Reception Unit Staffing (est) \$163,301.00
2. Identification Technician I straight time  
(\$20.92) and fringe benefits (\$7.74) hourly  
rate (est) \$28.66
3. Criminalist coach's pay hourly rate;  
8 hours straight pay and fringe benefit (\$.77)  
per pay period. (est) \$25.67
4. Criminalist Pay  
Straight time (\$24.90) and fringe benefit (\$3.13)  
hourly rate (est) \$28.03  
Overtime (\$37.35) and fringe benefit (\$.77)  
hourly rate (est) \$38.12

A 3% increase in labor costs was estimated. Charges will be based upon salaries specified in the appropriate labor contracts.

SCHEDULE OF CHARGES

C

FY 1995-96

1. Identification Technician I  
Reception Unit staffing (est) \$168,200.00
2. Identification Technician I straight time  
(\$21.55) and fringe benefits (\$7.97) hourly  
rate. (est) \$29.52
3. Criminalist coach's pay hourly rate;  
8 hours straight pay and fringe benefit (\$.80)  
per pay period. (est) \$26.45
4. Criminalist Pay  
  
Straight time (\$25.65) and fringe benefit (\$3.13)  
hourly rate (est) \$28.80  
  
Overtime (\$38.48) and fringe benefit (\$.80)  
hourly rate (est) \$39.28

\* A 3% increase in labor costs was estimated. Charges will be based upon salaries specified in the appropriate labor contracts. Billings will be based upon 4 payments for items #4 and actual costs for the remaining items.

MEETING DATE: APR 07 1994

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA for the District Attorney's office use of the Department of Justice Computer Bulletin Board Service

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: APR 11 1994

Amount of Time Needed: One minute

DEPARTMENT: District Attorney DIVISION: Administration

CONTACT: Lisa Moore

TELEPHONE #: 248-3133

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Kelly Bacon

**ACTION REQUESTED:**

INFORMATION ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER ☐

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

**SIGNATURES REQUESTED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Kelly Bacon

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

*Originals Sent to Lisa Moore on  
4-7-94*

CLERK OF DISTRICT COURT  
MULTNOMAH COUNTY  
OREGON  
1994 MAR 30 AM 10:22  
6293

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

TO:            Board of County Commissioners

FROM:         Lisa Moore

DATE:         February 4, 1994

REQUESTED PLACEMENT DATE:

RE:    DOJ COMPUTER BULLETIN BOARD CONTRACT #70054

- I.            Recommendation/Action Requested:  
Approval
- II.           Background/Analysis:  
This is a user's contract between the Oregon DOJ and MCDA for access to the DOJ computer system.
- III.          Financial Impact:  
The cost of accessing this system is expected to be under \$100 per month.
- IV.          Legal Issues:  
It will provide access to legal information from DOJ.
- V.           Controversial Issues:  
None known.
- VI.          Link to Current County Policies:  
None known.
- VIII.        Other Government Participation:  
Oregon DOJ and various agencies throughout the state.





DEPARTMENT OF JUSTICE

CRIMINAL JUSTICE DIVISION

240 Cottage Street SE

Salem, Oregon 97310

Telephone: (503) 378-6347

FAX: (503) 373-1936

TDD: (503) 378-5938

Dear User:

Thank you for your interest in the Oregon Department of Justice computer bulletin board service.

- ✓ We have received your completed Application and Registration form. It has been approved. You are now authorized to make use of the BBS.
- ✓ Attached is a User's Agreement. Please execute the agreement and return it to me within the next 30 days. Please return the executed agreement promptly in order to avoid termination of service.
- ✓ Enclosed are instructions for users. Feel free to experiment with any of the features of the BBS.

Please do not hesitate to let us know if you have questions or suggestions for improvements in this service. You may contact any of the following at (503) 378-6347:

Service Suggestions:

Assistant Attorneys General  
Pete Shepherd  
Jennifer Martin

Requests for user agreements, instructions, or applications:

Mary Gorman  
Debye Hubbard  
Dayle Nelson

approved  
6/7 J.B.  
8/23/93

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract #700054

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department \_\_\_\_\_ District Attorney \_\_\_\_\_ Division Main Office Date 2/4/94Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact same as above Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract This is a user's contract between the District Attorney's office and the Oregon Department of Justice for access to the DOJ computer bulletin board service (BBS). See attached agreement for a full description of this service.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon DOJ  
 Mailing Address 240 Cottage Street SE  
Salem, OR 97310  
 Phone (503) 378-6347  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 4/1/94  
 Termination Date ongoing  
 Original Contract Amount \$1,500 annually  
 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 \$ as billed ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director  
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 3-24-94Date 4/7/94

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## USER'S AGREEMENT

1.0 Introduction. The Oregon Department of Justice (DOJ) has established a computer bulletin board service (BBS). The undersigned user wishes to gain access to that BBS.

2.0 Parties. The BBS System Operator is the State of Oregon, by and through the Oregon Department of Justice. The user is the person named in the attached Application and Registration Form.

3.0 Obligations of DOJ. DOJ shall permit the user to use the BBS for law enforcement purposes.

4.0 Obligations of the user.

4.1 User fees. The agency which employs the user shall pay a fee to DOJ each calendar quarter. The fee shall be paid by check payable to the Oregon Department of Justice. Each check shall bear the notation: "Quarterly Payment -- BBS". No agency shall pay more than one fee regardless of the number of users employed by that agency.

4.11 Amount of fee. Quarterly fees shall be determined in accordance with the following formula:

$$\frac{(\text{Installation surcharge}) + (\text{Monthly line charge to DOJ} \times 3)}{\text{\# of Agencies using BBS}}$$

4.12 Surcharge for recoupment of installation costs. DOJ incurred \$90.00 in costs for the installation of telephone lines. These costs will be spread over the first eight calendar quarters of operation commencing April 1, 1993. The surcharge per quarter is \$11.25.

4.13 Monthly line charge to DOJ. DOJ pays \$107 each month for two phone lines to make the BBS operate.

4.14 Example.

Monthly line charge to DOJ = \$107  
# of agencies using BBS = 15  
Installation surcharge/quarter = \$11.25

$$\frac{11.25 + (107 \times 3)}{15}$$

Yields quarterly charge = \$22.15

4.2 Rules, restrictions. The user shall adhere to all rules, directions, and restrictions established by DOJ for the operation of the BBS. The BBS shall be used for law enforcement purposes only. The user shall not permit the user's password or name to be used by any other person.

4.3 Use of DOJ software and modems. DOJ has a limited number of modem and communication software packages available for use by users at no charge. If DOJ has, in its sole discretion, provided any software or hardware to the user, then the user shall abide by all of the following:

4.31. Maintenance. The user shall take care to safeguard the equipment and software against damage, destruction, and unauthorized use or copying. In the event that the hardware or software is damaged or destroyed while in the custody of the user, the user shall be strictly liable to DOJ for the full replacement value of the damaged or destroyed item or items.

4.32. Return of hardware and software. Any hardware or software provided by DOJ to the user remains at all times the property of DOJ. The user shall, within two weeks of termination of this agreement, return all hardware and software which DOJ may have provided to the user. The user shall, within two weeks of any request by DOJ, return all hardware and software which DOJ may have provided to the user.

5.0 Duration and Termination.

5.1 Duration. This agreement is perpetual.

5.2 Termination By Either Party. Either party may terminate this agreement upon two weeks written notice to the other.

5.3. Termination By DOJ. DOJ may summarily suspend or terminate any user's right to use the BBS whenever DOJ has any suspicion that any part of this agreement or any rule, direction, or restriction established by DOJ has been violated.

6.0 Signatures.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Peter D. Shepherd, Date  
Assistant Attorney General  
For the Oregon Depart. of Justice

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
User's signature, Date  
Jeff Reiff AND John Bradley  
Print User's name  
For:  
Multnomah County District Attorney  
Print User's Employer

REVIEWED BY:

\_\_\_\_\_  
Sandra N. Duffy  
Assistant County Counsel

\_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

2 -- USER'S AGREEMENT

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 4-7-94  
\_\_\_\_\_  
BOARD CLERK

MEETING DATE: APR 07 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Amendment #1 with University Hospital

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes

**DEPARTMENT:** \_\_\_\_\_

**DIVISION:** Community and Family Services

**CONTACT:** Kathy Tinkle

**TELEPHONE #:** 248-3691 x6858

**BLDG/ROOM #:** 161/200

**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 #1 between the Multnomah County, Community and Family Services Division's Child and Adolescent Mental Health Program Office and University Hospital effective March 1 through June 30, 1994. Amendment #1 has no fiscal impact on the agreement but serves to remove the Medicaid limitation only.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

*Lorenzo Rae*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63 *Originals sent to Kathy Tinkle on 4-7-94.*

CLERK OF  
COUNTY OF  
MULTNOMAH  
OREGON  
1994 MAR 28 PM 2:14



# 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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr. *Lorenzo Poe*  
Director  
Community and Family Services Division

DATE: March 8, 1994

REQUESTED PLACEMENT DATE:

RE: Approval Amendment #1 with University Hospital

### I. Action Requested:

Approval of amendment #1 to an Intergovernmental Agreement with OHSU-University Hospital.

### II. Background/Analysis:

In the past, the County's Medicaid allocation from the State was divided up among the few County vendors who provided services under Medicaid. This was not intended as a limitation on payment but as a baseline to assess the amount of match each program would have to pay from its State General Fund if it provided services in excess of the allocation. Since the volume of children's Medicaid vendors has expanded to twenty-two now and the expected billings will exceed available allocations through out the State this practice is now obsolete. The Medicaid limitation is being removed from the contracts involved via the amendment attached.

### III. Financial Impact:

The agreement attached has no fiscal impact on the agreement. Amendment #1 affects Medicaid limitations only, which do not pass through the County and are not included in the contract total.

### 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 children and adolescents. The continuation of these services should be in line with the newly re-emphasized goals of services for children and families.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100264Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department \_\_\_\_\_ Division CFSD Date MARCH 6, 1994  
 Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_  
 Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 161/200  
 Description of Contract Amendment #1 removes reference to a MHS22 Medicaid maximum as this practice is no longer required effective March 1 through June 30, 1994.

RFP/BID # N/A Medicaid Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name UNIVERSITY HOSPITAL  
 Mailing Address 3181 SW SAM JACKSON PARK RD.  
PORTLAND OR 97201  
 Phone 494-8548  
 Employer ID# or SS# 93-6001786W  
 Effective Date March 1, 1994  
 Termination Date June 30, 1994  
 Original Contract Amount \$ \_\_\_\_\_ Requirements  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ -0-  
 Total Amount of Agreement \$ \_\_\_\_\_ Requirements

OP331

 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 Lorenzo Poe mas  
 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 3/8/94

Date \_\_\_\_\_

Date 23 Mar 94Date 4/7/94

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	NO FISCAL		IMPACT						
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE



MULTNOMAH COUNTY  
COMMUNITY AND FAMILY SERVICES DIVISION  
AMENDMENT NUMBER 1

DURATION OF AGREEMENT: March 1, 1994 TO: June 30, 1994  
CONTRACTOR NAME: University Hospital  
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road, OP331  
Portland, OR 97201

CONTRACT #: 10026401  
TELEPHONE: 494-8548  
I.R.S. NUMBER: 93-6001786W  
MEDICAID #: 041178

This amendment to the contract for social services is made between the Multnomah County Community and Family Services Division referred to as the "COUNTY" and University Hospital, 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.

**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>
Dept. of Child Psych./ Child & Adolescent	MHS 22 MEDICAID	*	\$0	*	0	N/A

\* No allocation specified at this time.

**SERVICES UNDER FEE-FOR-SERVICE**

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Type of Units</u>	<u>Rate Per Unit</u>
Special Projects/ Partners	MHS 37 State	Requirements	Psychiatric Evaluations	\$250 maximum per evaluation
			Psychological Evaluation	\$390 maximum per evaluation
			Medical Evaluations	\$200 maximum per evaluation
			Outpatient Services	See Fee Schedule in Special Conditions

**NARRATIVE:**

Medicaid Funding, effective March 1, 1994.


This action deletes reference to a specific allocation figure assigned to the subcontractor for MHS 22 Medicaid, since there is no cap imposed on the provision of service and because at present, neither State General Fund nor Medicaid allocation is a known basis for requiring matching funds, as it was in the past.

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

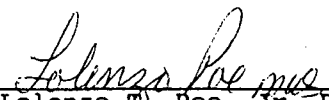
CONTRACTOR:

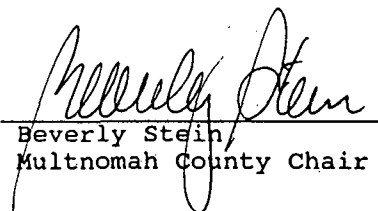
MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Agency Board Chairperson Date

By  3/4/94  
James Edmondson Date  
Child and Adolescent Mental Health  
Program Manager

By \_\_\_\_\_  
Agency Executive Director Date

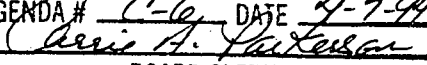
By  3/8/94  
Lorenzo T. Poe, Jr. Director Date  
Community and Family Services Division

By  4-7-94  
Beverly Stein Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By  23 Mar 94  
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-6 DATE 2-7-94  
  
BOARD CLERK

MEETING DATE: APR 07 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #4 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: Community and Family Services

CONTACT: Kathy Tinkle

TELEPHONE #: 248-3691 x6858

BLDG/ROOM #: 161/200

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 #4 between the Multnomah County, Community and Family Services Division's Child and Adolescent Mental Health Program Office and Oregon Health Sciences University effective March 1 through June 30, 1994. Amendment #4 has no fiscal impact on the agreement but serves to remove the Medicaid limitation only.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 28 PM 2:14  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Originals Sent to Kathy Tinkle on  
4-7-94.



# 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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director *Lorenzo Poe Jr.*  
Community and Family Services Division

DATE: March 8, 1994

REQUESTED PLACEMENT DATE:

RE: Approval Amendment #4 with Oregon Health Sciences University

### I. Action Requested:

Approval of amendment #4 to an Intergovernmental Agreement with Oregon Health Sciences University.

### II. Background/Analysis:

In the past, the County's Medicaid allocation from the State was divided up among the few County vendors who provided services under Medicaid. This was not intended as a limitation on payment but as a baseline to assess the amount of match each program would have to pay from its State General Fund if it provided services in excess of the allocation. Since the volume of children's Medicaid vendors has expanded to twenty-two now and the expected billings will exceed available allocations through out the State this practice is now obsolete. The Medicaid limitation is being removed from the contracts involved via the amendment attached.

### III. Financial Impact:

The agreement attached has no fiscal impact on the agreement. Amendment #4 affects Medicaid limitations only, which do not pass through the County and are not included in the contract total.

### 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 children and adolescents. The continuation of these services should be in line with the newly re-emphasized goals of services for children and families.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 100274  
 Amendment # 4

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input checked="" type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department \_\_\_\_\_ Division CFSD Date MARCH 6, 1994

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 161/200

Description of Contract Amendment #4 removes reference to a MHS22 Medicaid maximum as this practice is no longer required effective March 1 through June 30, 1994.

RFP/BID # N/A Medicaid Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY

Mailing Address 3181 SW SAM JACKSON PARK RD  
PORTLAND OR 97201

Phone 494-4854

Employer ID# or SS# 93-6001786W

Effective Date March 1, 1994

Termination Date June 30, 1994

Original Contract Amount \$ 111,994+Req

Total Amount of Previous Amendments \$ 139,325+Req

Amount of Amendment \$ -0-

Total Amount of Agreement \$ 139,325+Req

BOX L106

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)

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration \_\_\_\_\_  
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐

Date 3/8/94

Date \_\_\_\_\_

Date 23 Mar 94

Date 4/7/94

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.	NO	FISCAL	IMPACT									
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

**MULTNOMAH COUNTY  
COMMUNITY AND FAMILY SERVICES DIVISION  
AMENDMENT NUMBER 4**

Duration of Agreement: March 1, 1994 To: June 30, 1994

Contract #: 100274-04

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 Community 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	\$64,998	\$0	\$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>\$139,325</u>	<u>\$0</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	*	\$0	*	0	N/A
IPP Children & Adolescent	MHS 22 Medicaid	*	\$0	*	0	N/A
IPP Non-Residential Adult	MHS 20 Medicaid	\$246,707	\$0	\$246,707	0	N/A
<b>MEDICAID TOTAL:</b>		<u>\$246,707</u>	<u>\$0</u>	<u>\$246,707</u>		

\* No allocation specified at this time.

**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 enrolment
			School of Nursing Outpatient	See Fee Schedule in Special Conditions
			School of Nursing Psychological Evaluation	\$300/elvaluation

**NARRATIVE:**

Medicaid Funding, effective March 1, 1994.

This action deletes reference to a specific allocation figure assigned to the subcontractor for MHS 22 Medicaid, since there is no cap imposed on the provision of service and because at present, neither State General Fund nor Medicaid allocation is a known basis for requiring matching funds, as it was in the past.

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 James Edmondson 3/4/94  
James Edmondson Date  
Child and Adolescent Mental Health  
Program Manager

By \_\_\_\_\_  
Agency Executive Director Date

By Lorenzo T. Poe, Jr. 3/8/94  
Lorenzo T. Poe, Jr. Director Date  
Community and Family Services Division

By Beverly Stein 4-7-94  
Beverly Stein Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Assistant County Counsel 23 Mar 94  
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 4-7-94  
Carol A. Peterson  
BOARD CLERK



MEETING DATE: APR 07 1994

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Amendment #3 with OHSU-Alcohol Treatment & Training Center

**BOARD BRIEFING**      **Date Requested:** \_\_\_\_\_

**Amount of Time Needed:** \_\_\_\_\_

**REGULAR MEETING:**      **Date Requested:** \_\_\_\_\_

**Amount of Time Needed:** 5 Minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community and Family Services

**CONTACT:** Kathy Tinkle      **TELEPHONE #:** 248-3691      x6858  
**BLDG/ROOM #:** 161/200

**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 Community and Family Services Division's Alcohol and Drug Program Office and the OHSU-Alcohol Treatment & Training Center effective July 1, 1993 through June 30, 1994. Amendment #3 adds \$5,878 in State Video Poker Revenue funds to provide Gambling Treatment Start-up services.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

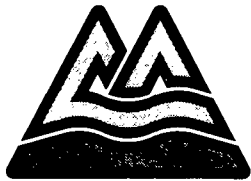
**DEPARTMENT MANAGER:** Lorenzo Pae

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63 Originals Sent to Kathy Tinkle on 4-7-94.

1994 MAR 28 PM 2:15  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD OF  
COUNTY COMMISSIONERS



# 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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., *Lorenzo Poe Jr.*  
Director  
Community and Family Services Division

DATE: March 18, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #3 with OHSU-Alcohol Treatment & Training

### I. Action Requested:

Approval of amendment #3 to an Intergovernmental Agreement with the OHSU-Alcohol Treatment & Training Center.

### II. Background/Analysis:

The amendment attached re-awards start-up funds not spent during FY 92/93. The County Alcohol and Drug Program Office was advised by the State in December 1993 of the availability of these funds and of the need to re-contract them. The \$5,878 in Video Poker Revenue funds will provide Gambling Treatment Start-up services.

### III. Financial Impact:

The \$5,878 in funds are unspent Video Poker Revenues designated for Gambling Treatment Start-up and will bring the net contract total to \$198,684 for FY 93/94.

### 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 and the new Gambling Treatment services are a vital part of the mental health service system.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100284Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department \_\_\_\_\_ Division CFSD Date MARCH 9, 1994

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 161/200Description of Contract Amendment #3 adds \$5,878 in State Video Poker Start up funds for AD49 services effective July 1, 1993 through June 30, 1994.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OHSU-ALCOHOL TREATMENT & TRAINING CENTERMailing Address 621 SW ALDER, SUITE 520PORTLAND OR 97204Phone 494-4745Employer ID# or SS# 93-6001786WEffective Date July 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ \_\_\_\_\_ Requirements

Total Amount of Previous Amendments \$ 192,806+ReqAmount of Amendment \$ 5,878Total Amount of Agreement \$ 198,684+ReqRemittance 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 Lorenzo PaezPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 3/21/94

Date \_\_\_\_\_

Date 23 Mar 94Date 4/7/94

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	1417	-		6060				5,878	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION**

Subcontract Agency Agreement Number: **10028400**

Amendment Number: **#3**

Duration of Agreement:	from July 1, 1993	to June 30, 1994
Contractor Name:	Oregon Health Sciences University Alcohol Treatment and Training Center	Telephone: 494-4745 IRS #: 93-6001-786W
Contractor Address:	621 SW Alder, Suite 520 Portland, Oregon 97204	TITLE XIX #: 002923

This amendment to the contract for social services is made between the Multnomah County Community and Family Services Division referred to as the "County" and Oregon Health Sciences University, Alcohol Treatment and Training Center, 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.

**PART I. FINANCIAL SUMMARY**

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
1) Alcohol Diversion Services DUII Level I (A-D 67) and DUII Convicted Level I (A-D 77)	State	\$95.52 per eligible indigent client	0	\$95.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
2) Alcohol Diversion Services DUII Level I (A-D 67) and DUII Convicted Level I (A-D 77)	State	\$47.76 per eligible partially indigent client	0	\$47.76 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
3) Alcohol Diversion Services DUII Level II (A-D 68) and DUII Convicted Level II (A-D 78)	State	\$530.40 per eligible indigent client	0	\$530.40 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
4) Alcohol Diversion Services DUII Level II (A-D 68) and DUII Convicted Level II (A-D 78)	State	\$265.20 per eligible partially indigent client	0	\$265.20 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
5) Alcohol Diversion Services DUII Level I (A-D 67) and DUII Convicted Level I (A-D 77) for Hearing Impaired and Non-English Speaking	State	\$395.52 per eligible indigent client	0	\$395.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services

PAGE 1 SUBTOTAL

0

Above amounts are subject to the Notes and Special Conditions in Part II.

PART I. FINANCIAL SUMMARY (continued)

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
6) Alcohol Diversion Services DUII Level I (A-D 67) and DUII Convicted Level I (A-D 77) for Hearing Impaired and Non-English Speaking	State	\$347.76 per eligible partially indigent client	0	\$347.76 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
7) Alcohol Diversion Services DUII Level II (A-D 68) and DUII Convicted Level II (A-D 78) for Hearing Impaired and Non-English Speaking	State	\$1,530.40 per eligible indigent client	0	\$1,530.40 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
8) Alcohol Diversion Services DUII Level II (A-D 68) and DUII Convicted Level II (A-D 78) for Hearing Impaired and Non-English Speaking	State	\$1,265.20 per eligible partially indigent client	0	\$1,265.20 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
9) Alcohol Outpatient (A-D 64)	State Title XIX	8,780	0	8,780	NA
10) Drug Free Outpatient (A-D 65)	State Title XIX	35,120	0	35,120	NA
11) Drug Abuse Assessment (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
12) Individual Therapy (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
13) Group Therapy (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
PAGE 2 SUBTOTAL		43,900	0	43,900	

Above amounts are subject to the Notes and Special Conditions in Part II.

PART I. FINANCIAL SUMMARY (continued)

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
14) Family Therapy (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
15) Urinalysis (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
16) Consultation (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
17) Methadone Dosing-Dispensing (A-D 69)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
18) Gambling Treatment (A-D 49)	Video Poker	192,806	0	192,806	1/12 Monthly Allotment with Year End Adjustment to Actual Expenses
19) Gambling Treatment Start-Up (A-D 49)	Video Poker	0	+5,878	5,878	90% Advance then Actual Expenditures As Approved
PAGE 3 SUBTOTAL		192,806	5,878	198,684	
PAGE 2 SUBTOTAL		43,900	0	43,900	
PAGE 1 SUBTOTAL		0	0	0	
CONTRACT TOTAL		236,706	5,878	242,584	

Above amounts are subject to the Notes and Special Conditions in Part II.

## PART II NOTES AND SPECIAL CONDITIONS

### NOTES:

- 19): This amendment adds \$5,878 in Start-Up funds for Gambling Treatment (A-D 49). Amendment is retroactive to July 1, 1993.

### SPECIAL CONDITIONS:

All existing Special Conditions remain in effect and the following are added:

#### 19): SPECIAL CONDITIONS FOR START-UP FUNDS

1. Start-up funds are awarded for one-time-only expenses necessary to establish program services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.
2. Contractor agrees to submit (a) a line-item budget showing proposed expenditure of funds and (b) an expenditure report which documents actual expenditure of all funds. Both are to be submitted on a designated Budget/expenditure report form. Budgeted and actual expenditures must conform to the attached list of allowable costs. If it is necessary to spend start-up money on items not on the attached list, please provide an itemization of these costs and detailed justification for them (in terms of successful start-up of planned operations).

The expenditure report must include, as attachments, the following expanded detail for personnel expenses: report by employee and position, and list within the administrative, direct service or other categories in which they work or will work after the commencement of services.

3. The expenditure report is to be accompanied by an inventory listing of all furnishings, fixtures, vehicles, computers and other special equipment which cost \$250 or more. The inventory must include the address of the facility in which each item will be located and used. Contractor agrees to maintain documentation and receipts for all items purchased; such documentation is subject to financial review by the County.
4. The expenditure report is due to the County 60 days after services are initiated, but no later than July 31st following any given fiscal year.
5. For each item which cost \$1,000 or more other than a motor vehicle, in addition to copies of receipts and inventory submitted to County with the expenditure report, a security interest in favor of Multnomah County Community and Family Services Division shall be filed with the Secretary of State.

#### Instructions for Security Interest:

- a) Standard Form "Uniform Commercial Code" (Form UCC-1) must be used and is available for purchase from any stationery store.
- b) The purchaser enters its corporate or legal name and address in Box A; and must check "secured party" in Box B and enter the Division's name and address as follows: Multnomah County Community and Family Services Division, 421 SW 5th Avenue, 2nd Floor, Portland, Oregon, 97204-2218.
- c) In box D, each item inventoried which cost \$1,000 or more must be listed in the same terminology and format as in the inventory (e.g. computer name and serial number should be listed, as well as the name and serial numbers of copy machines, etc.) More than one item can be filed on the form.



- d) The form must be signed by an officer empowered to bind the Contractor and mailed, along with the filing fees specified on the back of the form to:

Corporation Division - UCC  
255 Capitol Street NE, Suite 151  
Salem OR 97310-1327

- e) The UCC-1 must be filed with the Secretary of State within 10 days of the purchase of items specified and a copy submitted to County with final expenditure report.

6. The purchaser of any vehicle for \$1,000 or more start-up funds must name Multnomah County Community and Family Services Division as the Security Interest Holder within five (5) days of acquisition. This must be done by the purchaser when the vehicle is registered with the Motor Vehicles Division.

A copy of the vehicle's title application showing the County as Security Interest Holder must be forwarded by the purchaser to the County within five (5) days of vehicle acquisition. The original title should be mailed to Multnomah County Community and Family Services Division by the Department of Motor Vehicles.

7. Items purchased must be used for purposes described in this Agreement for the useful life of the item or five years, whichever is less, unless prior approval is obtained from the County for an alternative use.
8. County will be immediately notified if dissolution of agency and/or project services is anticipated during the five year life of the equipment. County must approve dispersal plans for equipment and may, at their discretion, repossess such equipment.
9. Failure of the Contractor to comply with stated conditions shall result in repayment to the County of a prorated share of the award based on the length of time the equipment was used for purposes described. The County may, at its discretion, require repossession of the equipment in lieu of repayment.
10. The County will disallow expenditures and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not spent, documented or reported as described in this Agreement.
11. County will provide a cash advance of up to 90% of the start-up funds following approval of line-item budget. County may withhold all or a portion of start-up funds to a Contractor and issue these as reimbursement following completion of the requirements listed above. The remaining funds will be provided upon receipt and approval of final expenditure reports, and trust deed, if applicable.

#### ALLOWABLE START-UP EXPENDITURES (Alcohol and Drug)

##### Policies for Start-Up Funds:

1. Must be expended consistent with the County's or Contractor's request for payment of Start-Up funds, and/or any required line-item budget, as approved by the Division. That is, the County or the Contractor cannot be reimbursed for amounts in excess of the amount requested. Further, the funds must be expended on the project specified on the request.
2. Must be expended only for items and services listed below.
3. Must not be used for County's, Contractor's, or Subcontractors' administrative or overhead costs.

4. Are subject to dedicated use requirements and other procedures for securing the County's interest, as described within Multnomah County Community and Family Services Division's Subcontractors Procedures Manual.

Exceptions to the policies stated above and/or the list itemized below must be approved in writing by Multnomah County Community and Family Services Division.

Allowable Costs:

1. Personal Services: Salaries and wages, payroll tax and fringe benefit costs incurred prior to the date clients are enrolled.
2. Facility Costs:
  - A. Rental/lease payments incurred prior to the date clients are enrolled and deposits;
  - B. Property taxes and maintenance fees not included in rental, lease, or mortgage payments;
  - C. Utility costs incurred prior to the date clients are enrolled, including hook-up fees;
  - D. Equipment rental costs; or
  - E. Equipment or facility repairs incurred in preparation for occupancy.
3. Services and Supplies:
  - A. Program and office supplies;
  - B. Initial staff training (e.g. training materials, trainer fees, etc.)
  - C. Staff local (not out-of-State) travel costs incurred in preparation of opening;
  - D. Initial supplies of food, maintenance, and housekeeping items;
  - E. Initial insurance premiums (fire, liability, auto, professional, performance bonds), not to exceed first 12 months' coverage;
  - F. Professional contract services incurred in preparation of occupancy; or
  - G. Initial licensing and filing fees.
4. Capital Outlay:
  - A. Furnishings and equipment appropriate for the type of service being provided, e.g. household furnishings and appliances for residential programs or work-related equipment for vocational programs;
  - B. Technical or adaptive equipment needed by clients but not available through Adult and Family Services (client medical card), the Vocational Rehabilitation Division, or other appropriate service agency;
  - C. Office furnishing and equipment proportionate to size of program/staff being implemented;
  - D. Vehicle purchases or down payment, lease payments, and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment, such as lifts or ramps.
  - E. Real property including land, building and/or leasehold improvements necessary to meet fire, safety, and other building codes and/or to meet programmatic requirements.

NOTE: Expenditure of start-up funds for real property improvements may not exceed \$5,000 per project without prior approval by Multnomah County Community and Family Services Division ("Project" means one residential facility).

Consistent with Line-Item Budget Means:

Unless the Division specifies otherwise in writing at the time the budget is approved, transfer of funds between budget categories may be made without prior approval of the Division, except as follows:

- A. Transfer of funds between budget categories (i.e. Personal Services, Services and Supplier, Facility Costs, and Capital Outlay) may not exceed 10 percent of the category for which funds were approved.
- B. Funds transferred may not be used for purchase of capital items exceeding \$1,000 in cost, or acquisition of real property that was not originally approved.

A revised budget must be submitted for Multnomah County Community and Family Services Division approval if transfer of funds exceeds the 10 percent limit or involves capital purchases or real property as noted above. A revised line-item budget must specify the number of the budget replaced and must be a complete budget. All of the proposed expenditure items, whether revised or continued as originally proposed, must be listed in the revised budget.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Tom Ten Eyck  
Executive Director

Date

By

Norma D. Jaeger  
Norma D. Jaeger, Administrator  
Alcohol and Drug Programs

Date

3-9-94

By \_\_\_\_\_  
Board Chairperson

Date

By

Lorenzo T. Poe, Jr.  
Lorenzo T. Poe, Jr., Director  
Community and Family Services Division

Date

3/21/94

By

Beverly Stern  
for Beverly Stern, Chair  
Multnomah County Oregon

Date

4-7-94

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

[Signature]

Date

23 Mar 94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 4-7-94  
Carrie A. Patterson  
BOARD CLERK

## INFORMATION FOR AGENCIES RECEIVING NON-STATE START-UP FUNDS

1. *Please read the start-up special conditions in your contract completely.*
2. Multnomah County Community and Family Services Division requires a budget on a form (Start-Up Budget/Expenditure Report) we supply. (No funds are released without an approved budget.)

The first column, (A) Budgeted Expenditures, is the budget column. Please fill in the appropriate information and send the original to the County. Keep a copy for your records. **After** funds are spent, expenditures are reported in second column, (B) Actual Expenditures, on this form. If there is much departure from the approved budget, you must seek approval for changes. If you do not seek approval, some items may be disallowed.

Mailing address for the Start-Up Budget/Expenditure Report is Multnomah County Community and Family Services Division, Fiscal Services, 421 SW 5th Avenue, 2nd Floor, Portland, Oregon, 97204-2218.

3. The expenditure report must include:
  - a. copies of all receipts;
  - b. expanded detail for personnel expenses;
  - c. the budget form with expenditure column/filled in;
  - d. inventory of all items purchased costing over \$250, on Start-Up Inventory Form we supply; and
  - e. a security interest in favor of the Multnomah County Community and Family Services Division for each item, other than a motor vehicle, over \$1,000.
4. Purchase of a motor vehicle using \$1,000 or more of start-up funds requires that Multnomah County Community and Family Services Division be named as the security interest holder when the vehicle is registered with DMV and within five days of purchase. The original title must be mailed to Multnomah County Community and Family Services Division. Get further information from the County if this applies to you.
5. The expenditure report will be due 60 days after services are initiated.
6. Upon receipt of an approved budget, a check is released at 90% of the total. The final 10% is released upon satisfactory completing the expenditure report requirements.

START-UP BUDGET/EXPENDITURE REPORT  
BUDGET # \_\_\_\_\_; FISCAL YEAR \_\_\_\_\_  
(REPLACES BUDGET # \_\_\_\_\_)\*\*

COUNTY/DIRECT CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PROVIDER: \_\_\_\_\_ SERVICE ELEMENT: \_\_\_\_\_

(A) BUDGETED EXPENDITURES	(B) ACTUAL EXPENDITURES
---------------------------------	-------------------------------

I. Personal Services (salaries/wages, payroll taxes/fringes)

Note: Show FTE's and number of months for each position or group of like positions.

Administration \_\_\_\_\_

Direct Care \_\_\_\_\_

Other (Specify) \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PERSONAL SERVICES \_\_\_\_\_

II. Administrative and Direct Care Services and Supplies

Travel \_\_\_\_\_

Telephone \_\_\_\_\_

Program Supplies \_\_\_\_\_

Professional Contract Services \_\_\_\_\_

Office Supplies \_\_\_\_\_

Staff Training \_\_\_\_\_

Food \_\_\_\_\_

Medical Supplies \_\_\_\_\_

Insurance \_\_\_\_\_

Other (Specify) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL ADMINISTRATIVE AND DIRECT CARE SERVICES  
AND SUPPLIES \_\_\_\_\_

\*\* If the proposed start up budget replaces a previously approved budget, list the number of the budget being replaced.

# START-UP INVENTORY

SE#: \_\_\_\_\_ COUNTY/DIRECT CONTRACTOR: \_\_\_\_\_

FY: \_\_\_\_\_ SUBCONTRACTOR: \_\_\_\_\_

ADDRESS OF ITEMS LISTED BELOW: \_\_\_\_\_

**Instructions:** List all furnishings and fixtures, real property, vehicles, and capital acquisitions costing \$250 or more each which were purchased with state start-up funds.

	Serial # or I.D. #	
ITEM		COST


**Note:** Items costing \$1,000 or more need to be secured within 10 days of purchase by a UCC1 Security Interest Form

STATE OF OREGON  
FINANCING STATEMENT STANDARD FORM UCC-1

PLEASE TYPE

CUSTOMER

READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM. NUMBER \_\_\_\_\_

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79.

A. Check (x) one: ☐ DEBTOR NAME, ☐ CONSIGNEE, ☐ LESSEE  
(If individual list last name first)

Social Sec. number or TIN \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_  
(Last Name) (First Name) (Middle)

Total Debtor Names: \_\_\_\_\_

DEBTOR MAILING ADDRESS: \_\_\_\_\_

Reserved for Filing Officer Use

B. Check (x) one: ☐ SECURED PARTY, ☐ CONSIGNOR, ☐ LESSOR  
NAME AND ADDRESS (from which security information is obtainable)

C. ASSIGNEE NAME AND ADDRESS (if any)

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

D. This financing statement covers the following types (or items) of collateral (ORS 79.4020)

Total number of attachments: \_\_\_\_\_

SAMPLE

Check (x) if covered: ☐ PROCEEDS of collateral are also covered

☐ PRODUCTS of collateral are also covered

E. DEBTOR'S SIGNATURE NOT REQUIRED. This statement is filed without the debtors signature to perfect a security interest in collateral (if applicable check box): (1) ☐ collateral already subject to a security interest in another jurisdiction; (2) ☐ Which is proceeds of the described original collateral which was perfected; (3) ☐ Collateral as to which the filing has lapsed; or (4) ☐ Collateral acquired after a change of name, identity or corporate structure of debtor.

F. DEBTOR IS A TRANSMITTING  
☐ UTILITY (ORS 79.4010)

Debtor hereby authorizes the Secured Party (or Consignor or Lessor) to file a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

By: \_\_\_\_\_

By: \_\_\_\_\_

Required Signature(s)

Use the following spaces only for Farm Products requiring Effective Financing Statement (EFS) filing.

FARM PRODUCTS EFFECTIVE FINANCING STATEMENT FORM EFS-1

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 79. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)	DESCRIPTION/LOCATION (if applicable)
—	—	—	—	
—	—	—	—	
—	—	—	—	
—	—	—	—	

EFS Statement requires signature of debtor(s) and secured party(ies).

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Secured Party

By: \_\_\_\_\_

Signature of Debtor(s)

Source of Payment:

Cash ☐

Check ☐ # \_\_\_\_\_

Visa/MasterCard ☐

(see instruction 8-D on  
reverse of Original copy)

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

Submit completed form to:  
Secretary of State, UCC Section  
Capitol Bldg., Room 41  
Salem, OR 97310

(503) 378-4146  
FAX (503) 373-1166



MEETING DATE: APR 07 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of an Agreement with OHSU-University Hospital

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes

**REGULAR MEETING:** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community and Family Services

**CONTACT:** Kathy Tinkle **TELEPHONE #:** 248-3691 x6858  
**BLDG/ROOM #:** 161/200

**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 an agreement between the Multnomah County, Community and Family Services Division's Adult Mental Health Program and OHSU's University Hospital effective July 1, 1993 thorough June 30, 1994. The document attached renews the annual agreement for Emergency Holds (E-Holds) at pre-set rates for the requirements of the contract.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lolene Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63 Originals sent to Kathy Tinkle on  
4-7-94.



# 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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., *Lorenzo Poe* Director  
Community and Family Services Division

DATE: March 7, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of an Agreement with OHSU-University Hospital

### I. Action Requested:

Approval of Intergovernmental Agreement attached.

### II. Background/Analysis:

The document attached continues the agreement reached in spring of 1993 which identifies University Hospital as a qualified vendor to accept Crisis/Acute Care patients for E-Holds (involuntary, emergency psychiatric hospital holds). Additionally, this agreement represents a savings to Multnomah County by providing the services at pre-agreed, pre-set rates. This agreement was originally processed in June 1993 after lengthy negotiations with the Hospital regarding language. After receipt of the agreement, attorneys for the Hospital determined further changes were needed by them. The CFSO just received the revised agreement from the Hospital on March 3, 1994 for re-processing.

### III. Financial Impact:

The funds for this service is available via the State Mental Health Grant.

### IV. Legal Issues:

The 1989 Legislature approved the establishment of a Crisis/Acute Care program of services in Multnomah County.

### 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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102864

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-9</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b>

 Department \_\_\_\_\_ Division CFSD Date MARCH 3, 1994

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

 Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 161/200

 Description of Contract The IGA attached renews the annual agreement for E-Hold Services on a per-diem basis effective July 1, 1993 through June 30, 1994. This replaces the document originally processed in June 1993 as the Contractor wishes this version resubmitted.

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

 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

 Contractor Name UNIVERSITY HOSPITAL (Mail Code -  
 Mailing Address 3181 SW SAM JACKSON PARK RD  
PORTLAND OR 97201 3098  
 Phone 494-8548  
 Employer ID# or SS# 93-6001786W  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ \_\_\_\_\_  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ Requirements
**FISCAL SERVICES)**
 Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

☒ Other \$ Fee for Service ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_
**REQUIRED SIGNATURES:**
 Department Manager Lorenzo Poe

 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel \_\_\_\_\_

County Chair / Sheriff \_\_\_\_\_

 Contract Administration \_\_\_\_\_  
 (Class I, Class II Contracts Only)

 Encumber: Yes ☐ No ☐

 Date 3/7/93

Date \_\_\_\_\_

 Date 3/28/94

 Date 4/7/94

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	1390			6060				REQ.		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT  
PSYCHIATRIC HOLDS

THIS AGREEMENT is made and entered into by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and State of Oregon acting by and through the State Board of Higher Education for and on behalf of the Oregon Health Sciences University, University Hospital, (hereinafter referred to as "HOSPITAL").

WITNESSETH:

WHEREAS, COUNTY's COMMUNITY & FAMILY SERVICES DIVISION requires services which HOSPITAL is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, HOSPITAL 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:

I. TERM.

The term of this Agreement shall be from July 1, 1993 to and including June 30, 1994 unless sooner terminated under the provisions hereof.

II. SERVICES AND COMPENSATION.

Services under this Agreement shall consist of the following:

A. County Obligations. The COUNTY agrees as follows:

1. Payment will be made for care provided during the time period when the person is lawfully detained in the hospital in precommitment status. COUNTY or designees will notify the HOSPITAL in person or by phone that an order of dismissal has been initiated by the court. COUNTY ceases payment at this point. Last day room charges shall not be paid unless duration of hospitalization is only one day.

2. Payment will be made by COUNTY for those services which the COUNTY agrees constitute emergency psychiatric care, custody, and treatment related to or resulting from such psychiatric condition for those persons who are held pursuant to the requirements of ORS 426.

3. For eligible patients admitted from July 1, 1993 through June 30, 1994, COUNTY will pay HOSPITAL \$560 per day for these services. Medicaid payment will constitute full payment for Medicaid eligible patients.

4. For patients diverted from pre-commitment hospitalization from July 1, 1993 through June 30, 1994: Patients who have been evaluated in the emergency room by a physician for "dangerousness" may be diverted in the emergency room, in consultation with a quadrant mental health worker, to the Special Care Facility, crisis respite, community treatment services/adults/acute care, or non-hospital crisis services, in lieu of pre-commitment hospitalization. In these cases, COUNTY will pay HOSPITAL \$128 per encounter per patient, less the amount of payments received for the same services by first or third party payors; except that Medicaid payment will constitute full payment for Medicaid eligible patients.

5. COUNTY agrees to pay HOSPITAL within 30 days of receipt of billings received on the UB 92 billing form.

6. Any appeals concerning denied claims shall be directed to the Division Director, Multnomah County (or designee) who shall resolve the dispute within 30 days.

7. Inpatient services are one component of a larger system of acute care services, herein referred to as the PROGRAM. COUNTY will, through participation in the ACUTE CARE SYSTEMS REVIEW GROUP or successor advisory committee, assist in the development of appropriate measures for monitoring contract performance and for assessing overall PROGRAM efficiency; and shall review these data sources as a means of monitoring the HOSPITAL contract and evaluating the overall PROGRAM. Retrospective reviews may be conducted for the purpose of evaluation of clinical components, but will not result in a negative financial ruling to the Hospital.

B. Hospital Obligations. The HOSPITAL agrees as follows:

1. The HOSPITAL shall provide administrative and direct patient care services for PROGRAM patients meeting the admission criteria defined by the Multnomah County ACUTE CARE SYSTEM REVIEW GROUP. The HOSPITAL will provide these services on a 24-hour-per-day, 7-day-per-week, continuous basis. This Agreement is for hospital services only. Professional physicians services are not included in this agreement.

2. HOSPITAL agrees to provide Community Hospital Services in compliance with administrative rules OAR 309-33-100 through -170, Involuntary Commitment Proceedings.

3. HOSPITAL will maintain State certificate of compliance with the administrative rules cited above, as required by the State Office of Mental Health Services and as determined through the site review process.

4. For all persons hospitalized under the terms of this Agreement, a physician shall have examined the patient and documented clear evidence on the Notice of Mental Illness that the patient is in need of emergency psychiatric care, custody,

and treatment for mental illness AND is currently dangerous to self or others.

5. At the point in time when the patient no longer meets the conditions specified above, HOSPITAL agrees to withdraw the Notice of Mental Illness and notify the Court and COUNTY.

6. HOSPITAL agrees to cooperate with the COUNTY and community mental health agencies who contract with the COUNTY to promote and utilize all alternatives to involuntary hospitalization under ORS 426 and for whom payment would be sought under this Agreement.

7. HOSPITAL is not required to deliver nor shall any reimbursement be made for services which do not meet the criteria according to both HOSPITAL and COUNTY for emergency psychiatric care, custody, and treatment related to or resulting from such psychiatric condition for those persons who are held pursuant to the requirements of ORS 426.

8. HOSPITAL will aggressively pursue all avenues to obtain Medicare, Medicaid, Veterans Administration, insurance and client payment for care provided to patients served under this contract, as it does for all other patients under its standard collection practices, and will bill the COUNTY only after all other sources have been exhausted. HOSPITAL will maintain documentation of uncollectability for a minimum of three years.

9. Billing procedures:

(a) Effective date of this agreement is July 1, 1993, for all holds initiated on or after that date.

b) HOSPITAL agrees to submit billings within twelve months of the services performed unless other collection efforts are still in process and HOSPITAL notifies COUNTY in writing of the exception.

10. HOSPITAL agrees to reimburse COUNTY in the amount of any payments received at HOSPITAL by or on behalf of patients for whose care COUNTY has paid.

11. HOSPITAL agrees to release allegedly mentally ill persons upon notification that an order of dismissal has been initiated by the court, unless the allegedly mentally ill person agrees to remain in the hospital voluntarily.

12. HOSPITAL will provide such billing and service documentation as the COUNTY may reasonably require.

13. HOSPITAL agrees to maintain Medicare and Medicaid certification and eligibility to participate in the Medicare and Medicaid reimbursement program for psychiatric services in a general hospital.

14. HOSPITAL will participate in scheduled meetings of the COUNTY Psychiatric Emergency Operations Team.

15. Patient Care Program

(a) HOSPITAL will develop and implement, with the active participation of the ACUTE CARE SYSTEMS REVIEW GROUP, the philosophy of treatment and the treatment model used in providing psychiatric hospital services for severely mentally ill individuals in the PROGRAM.

(b) HOSPITAL shall administer and schedule all patient services and coordinate these activities with required PROGRAM services.

(c) HOSPITAL will operate the patient data collection and program evaluation system consistent with its mission, developed by the ACUTE CARE SYSTEMS REVIEW GROUP and approved by the COUNTY. This system defines program objectives and patient outcome objectives and the criteria used to measure them.

16. Emergency Room Assessment and Pre-Admission Services

(a) HOSPITAL shall provide and staff an area to hold consumers presenting at the emergency room who are at risk of an involuntary hold.

(b) HOSPITAL, through its medical staff, shall assess consumers presented at the emergency room who are at risk of an involuntary hold with the consultation of mental health professionals on contract with the COUNTY.

17. Hospital Holding Services

(a) HOSPITAL shall provide sufficient capacity to maintain four (4) patients in a secure setting. HOSPITAL staff and physicians will move patient to less restrictive settings as soon as appropriate.

(b) HOSPITAL shall hire an adequate number of employees for the various hospital tasks. HOSPITAL shall assign tasks and schedule and supervise (including evaluate, train, discipline and terminate) an adequate number of nurses, technicians, office and other employees for the various hospital tasks.

(c) HOSPITAL shall provide direct patient services for PROGRAM patients.

18. Physician Services

(a) HOSPITAL shall designate a hospital representative with administrative expertise to oversee the patient care program and serve as a liaison between the HOSPITAL and



county mental health personnel.

(b) HOSPITAL shall maintain a sufficient number of psychiatrists and other physicians, as are necessary and desirable, to adequately support the operations of the PROGRAM, and who will see each patient within 12 hours of admission and perform a history and physical within 24 hours of admission. Professional physician payment of services are not included in this Agreement.

19. Continuity of Care

(a) HOSPITAL agrees to comply with policies and procedures governing admission and discharge of patients to and from the PROGRAM that are ACUTE CARE SYSTEMS REVIEW GROUP and approved by CFSD.

(b) HOSPITAL shall, as a member of the ACUTE CARE SYSTEMS REVIEW GROUP, propose and develop a utilization control and review process for the PROGRAM, which conforms to all state and federal laws, regulations or guidelines. Policies and procedures shall be approved and administered by CFSD.

(c) HOSPITAL shall, as a member of the ACUTE CARE SYSTEMS REVIEW GROUP, propose and develop, consistent with its mission, a quality assurance and peer review process for the PROGRAM, which conforms to all state and federal laws, regulations and guidelines and is approved by CFSD. HOSPITAL shall administer the program in its facility.

(d) Given that the PROGRAM is a multi-agency service, HOSPITAL shall, as a member of the ACUTE CARE SYSTEMS REVIEW GROUP, cooperate with the COUNTY in developing transportation policies and procedures and scheduling and planning for transportation of patients.

20. Minimum Qualifications for Emergency Room Assessment and Pre-admission Services:

(a) HOSPITAL shall hold a hospital license as a general hospital, psychiatric hospital or special health care facility.

(b) HOSPITAL shall operate a 24 hours-per-day, 7 days-per-week physician staffed emergency room and provide all ancillary services required for a general hospital.

(c) HOSPITAL shall maintain a state certified holding room.

III. LIABILITY.

HOSPITAL and COUNTY recognize that each is a public body governed

by the Oregon Tort Claims Act and subject to the limits and liabilities therein.

A. HOSPITAL is an independent contractor and is solely responsible for the conduct of its programs. HOSPITAL, its employees and agents shall not be deemed employees or agents of COUNTY. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. Neither COUNTY, nor COUNTY's employees or agents shall be deemed employees or agents of HOSPITAL.

B. HOSPITAL shall defend, indemnify, hold and save harmless the COUNTY its officers, agents and employees from damages arising out of the tortious acts of the HOSPITAL 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.

C. COUNTY shall defend, indemnify, hold and save harmless HOSPITAL, 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 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.

D. HOSPITAL is an agency of the State of Oregon. The State of Oregon is self-insured under the provisions of ORS 278.425 and 278.435 for tort liability, including personal injury and property damage. The limits of liability for this coverage are established by ORS 30.270.

#### IV. WORKERS' COMPENSATION INSURANCE.

A. Each party 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 and shall comply with ORS 656.017. A certificate evidencing current Workers' Compensation insurance shall be provided upon request to the other party.

#### V. ADHERENCE TO LAW.

A. HOSPITAL 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, HOSPITAL 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." HOSPITAL 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.

#### VI. MODIFICATION.

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

#### VII. INTEGRATION.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements as they relate to Psychiatric Holds.

#### VIII. EARLY TERMINATION.

A. Violation of any of the terms of the Agreement shall, at the option of either party, be cause for termination of the Agreement and unless and until corrected, of funding support by the COUNTY and services by the HOSPITAL 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 the Agreement.

B. 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.

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

#### IX. DISCRIMINATION.

Neither COUNTY nor HOSPITAL shall unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges of employment, nor shall any person be excluded from participation in, be denied the benefits of, 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, each party 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. Each party 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.

**X. RECOVERY OF FUNDS.**

Expenditures of the HOSPITAL may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of HOSPITAL's program and due solely as a result of HOSPITAL's actions shall be the sole responsibility of HOSPITAL. HOSPITAL agrees to make such payments within twenty (20) working days of formal notice of disallowance of contract expenditures.

Any COUNTY funds paid to HOSPITAL for purposes not authorized by this contract shall be deducted from future payments made by COUNTY to HOSPITAL or refunded to COUNTY by HOSPITAL no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. HOSPITAL shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by HOSPITAL in a manner specified by COUNTY.

**XI. AUDITS.**

A. The HOSPITAL agrees to permit authorized representatives of COUNTY, State Mental Health Division, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the HOSPITAL as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes related to the services provided under the terms of this agreement. HOSPITAL shall permit authorized representatives of COUNTY COMMUNITY AND FAMILY SERVICES DIVISION (CFSD) and State Mental Health Division to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the HOSPITAL. If a contract cost is disallowed after reimbursement has occurred, the HOSPITAL will make prompt repayment of such costs.

B. HOSPITAL is a state agency and such audit will be performed in conformity with the Federal Single Audit Act of 1984. Public Law 98-502, Title 31, Section (2), V, Chapter 75, U.S.C.

- C. Audit will be made available by HOSPITAL to the COUNTY Community and Family services Division upon written request.

**XII. WITHHOLDING OF CONTRACT PAYMENTS.**

Notwithstanding any other payment provision of this contract, failure of the HOSPITAL to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the HOSPITAL. Such withholding of payment for cause, may continue until the HOSPITAL submits required reports, submits executed contract, amendment or change order, performs required services, or establishes, to COUNTY's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the HOSPITAL.

**XIII. DISPUTES.**

In the event of a dispute, the parties agree to attempt resolution at the lowest level and to strive for mutual agreement prior to taking other action.

**XIV. NON-VIOLATION OF TAX LAWS.**

Both parties hereby certify under penalty of perjury that to the best of their knowledge, they are not in violation of any Oregon tax laws described in ORS 305.380(4).

**XV. NOTICES.**

All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified below, unless otherwise designated in writing.

**HOSPITAL**

Contract Manager, Mail code FS  
University Hospital  
Oregon Health Sciences University  
3181 SW Sam Jackson Park Road  
Portland, OR 97201-3098

**COUNTY**

Contract Manager  
Multnomah County  
Community and Family Services Division (CFSD)  
421 SW 5th St., Room 200  
Portland, OR 97204

XVI. MERGER.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES FOR PSYCHIATRIC HOLDS. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE HERETO OF THEIR AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

State of Oregon Acting by and  
Through the State Board of Higher  
Education on Behalf of University  
Hospital of the Oregon Health  
Sciences University

Multnomah County, Oregon

3181 SW Sam Jackson Park Road  
Portland, OR 97201-3098  
(503) 648-9565

for By: David C. Bunnell 2/15/94  
Thomas G. Fox, Ph.D. Date  
Vice President

By: Rex Surface 3/3/94  
Rex Surface Date  
MED Program Manager

By: Lorenzo T. Poe, Jr. 3/1/94  
Lorenzo T. Poe, Jr., Date  
Division Director

By: Beverly Stein  
Beverly Stein, Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Council for  
Multnomah County, Oregon

By: [Signature] 2/23/94  
Assistant County Council

H:\SHARED\SUPPORT\WEB\WP\CONT\MCHOLD2  
12/17/93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 0-9 DATE 4-7-94  
Beverly A. Harrison  
BOARD CLERK

MEETING DATE: APR 07 1994  
AGENDA NO.: C-10

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 4/7/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

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

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

Ratification of amendment to agreement with Oregon Health Sciences University for laboratory services necessary to test blood specimens for "T" Lymphocyte typing. The amendment will change the compensation section to add published rates and change the liability section to include additional language concerning Oregon Law. These changes will provide for more clarification.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

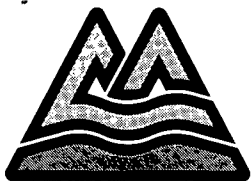
DEPARTMENT MANAGER: Billi Olegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

*Originals Sent to Herman Brane on  
4-7-94.*

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 30 AM 10:22  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odegaard*  
B. Odegaard

DATE: March 18, 1994

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

- I. Recommendation/Action Requested: The Board is requested to approve this amendment to intergovernmental agreement #200744 with Oregon Health Sciences University for the period upon execution to and including September 30, 1994.
- II. Background/Analysis: The original agreement was effective November 1, 1993 and provides the county with laboratory services necessary to test blood specimens for "T" Lymphocyte typing. The amendment will change the compensation section to add published rates and change the liability section to include additional language concerning Oregon law. The original agreement listed only the discounted rates and did not specify all relevant Oregon liability statutes, but did contain adequate indemnification language.
- III. Financial Impact: None.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental entities to provide quality, economic health services.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200744Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Change compensation rate table and liability language.RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date N/AORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences UniversityMailing Address 3181 S.W. Sam Jackson Road, L471Portland, Oregon 97201-3098Phone (503) 494-2300Employer ID# or SS# 93-600-1786Effective Date Upon ExecutionTermination Date September 30, 1994Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Billy OrsgaardPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 3/22/94

Date \_\_\_\_\_

Date 24 Mar 94Date 4/7/94

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	0870			0368		0368	HIV Tests	Requirements	
02.						6110					
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AMENDMENT NO 1 TO  
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1994, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"), and Oregon Health Sciences University acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY"),

WITNESSETH:

WHEREAS, the COUNTY and CONTRACTOR are parties to a certain Agreement dated February 9, 1994, entitled Laboratory Services Contract (hereinafter "Agreement"); and

NOW, THEREFORE, the parties agree as follows:

Amend section 3.B. 1) Compensation to read:

1) Examples of January 1994 rates and the discount are listed below:

	TEST	PUBLISHED RATES	DISCOUNTED RATES
081-6051	* CD4 only, no ratio	\$70.90	\$44.00
081-6050	* T-cell Quant with CD4/CD8 ratio	81.80	50.75
081-2193	HIV p24 Antigen	71.30	44.20
081-0205	Beta-2 Microglobulin	35.60	22.10
074-0317	AFB Culture	44.60	27.65
074-3092	AFB Identification	21.40	13.30
074-0349	AFB Susceptibility	27.30	16.93
074-0346	Antibiotic Susceptibility for Mic/Fungi	59.10	36.64

\* Requests for these tests should be accompanied by CBC results if absolute numbers required.

Amend section 4B. to read:

4B. To the extent permitted by Oregon Law (ORS 30.260 through 30.300), and the Oregon Constitution, Article XI, Section 7, UNIVERSITY shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement.

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

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By David C. Bunnell  
Thomas G. Fox, Ph.D.  
Vice President

Date 3/16/94  
93-600-1786  
(Federal I.D. #)

By Beverly Stein  
Beverly Stein, Chair of the  
Board

Date 4-7-94

HEALTH DEPARTMENT

By Billi Odgaard  
Billi Odgaard, Director

Date 3/22/94

By [Signature]  
Program Manager

Date 3/21/94

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

By [Signature]  
Date 24 Mar 94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-19 DATE 4-7-94  
Bessie A. Peterson  
BOARD CLERK

MEETING DATE: APR 07 1994

AGENDA NO.: C-11

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Agreement with Portland Community College

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 3/25/94

Amount of Time Needed: 5 minutes or Less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

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

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

Ratification of intergovernmental agreement with Portland Community College providing clinical learning experiences for Portland Community College Nursing students in county clinics. There is no direct cost to either party.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

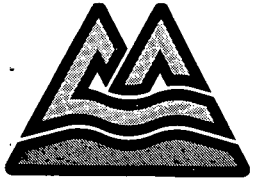
DEPARTMENT MANAGER: Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

*Originals Sent to Herman Brane on  
4-7-94.*

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 30 AM 10:22  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *[Signature]* B. Odgaard

REQUESTED PLACEMENT DATE: 3/25/94

DATE: March 4, 1994

SUBJECT: Agreement with Portland Community College

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with Portland Community College is effective upon the date of execution and can be terminated with thirty days notice by either party.
- II. Background/Analysis: Portland Community College offers a Nursing education program for its students and would like to have the students obtain work experience in Multnomah county clinics. The county has entered into a number of similar agreements with other schools.
- III. Financial Impact: No cost to either party.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other organization in order to provide quality health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



**PORTLAND  
COMMUNITY  
COLLEGE**

P.O. Box 19000  
Portland, OR 97280-0990  
Telephone 503/244-6111

March 2, 1994

Herman Brame  
Multnomah County Health Dept.  
426 S.W. Stark, 8th Floor  
Portland, Oregon 97204-2394

Dear Mr. Brame:

Portland Community College is in the process of updating agreements with all facilities at which our students obtain clinical education. Two copies of our agreement with your facility(ies) are enclosed.

After you have reviewed the document, please have the appropriate individual sign and date one copy and return it to me. Please retain the other copy for your records.

Feel free to contact me with any questions you may have regarding this matter. I can be reached at 244-6111, extension 4406.

Thank you for your assistance.

Sincerely,

Shirley Anderson, Ph.D.  
Dean of Instruction  
Sylvania Campus

**College Board:**

Harold Williams  
Chair

Marcia Atkinson  
Vice Chair

Dana Anderson

Norma Jean Germond

Karen McKinney

Dan Saltzman

Keith Skelton

**President:**

Daniel F. Moriarty

SA fo

Enclosures

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 202114

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-11</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract County will provide learning experiences for Portland Community College Nursing Students. Students will be supervised while working at no pay in county clinics.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name Portland Community College  
 Mailing Address P.O. Box 19000  
Portland, Oregon 97280-0990  
 Phone 244-6111  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date Upon Execution  
 Termination Date Until (30) days written notice by  
either party N/A  
 Original Contract Amount \$ \_\_\_\_\_  
 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 Billie AdgaardPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 3/9/94

Date \_\_\_\_\_

Date 28 Mar 94Date 4/7/94

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	0710			6110		0300	PCC Nursing	N/A	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

HEALTH PROFESSION  
EDUCATION AND TRAINING  
AGREEMENT

This AGREEMENT is made and entered into this 14th day of Feb., 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Department (hereinafter referred to as "COUNTY") and Portland Community College (hereinafter referred to as "SCHOOL"),

W I T N E S S E T H

Whereas, COUNTY can provide a portion of the learning experience for Nursing students,

Whereas, affiliation with Portland Comm. College will be beneficial to COUNTY,

Whereas, PCC Nursing Program intends to provide its faculty and students with a portion of required learning experiences at COUNTY worksites.

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

GENERAL PROVISIONS

- A. The parties agree to cooperate in the provision of work experience at COUNTY for SCHOOL students seeking certification, undergraduate, or graduate degrees in a health-related field.
- B. The number of students, location of placements, and amount of clinical supervision of students by faculty of SCHOOL shall be agreed upon mutually by the parties to this Agreement.
- C. It is understood that circumstances might arise affecting either party which would prevent placement of students in the COUNTY during any particular quarter of the school year.
- D. This Agreement will be reviewed annually by the parties concerned. Interim conferences will also be held in the interest of mutually acceptable planning and solving problems that might arise.

SCHOOL RESPONSIBILITIES

- A. The SCHOOL will assure that faculty and students assigned to COUNTY worksites have required immunizations as indicated in Attachment A.
- B. The SCHOOL will assure that faculty and students assigned to COUNTY worksites adhere to all COUNTY policies and procedures.



- C. The SCHOOL will provide COUNTY with a proposed schedule of work/education.
- D. The SCHOOL will assure compliance of faculty and students with all training and vaccination requirements of the Oregon Occupational Safety and Health Administration (OSHA) prior to work experience in the COUNTY.
- E. The SCHOOL will provide postexposure evaluation and follow-up for faculty and students who, in the course of their work experience, are exposed to blood or body fluids or who otherwise may have an increased risk of contracting hepatitis B or HIV infection.
- F. The SCHOOL will provide, without cost to the COUNTY, the faculty resources and supervision necessary for direction of the students covered by this Agreement.
- G. The SCHOOL will assign faculty to be responsible for the students' educational experience in the COUNTY, and will plan cooperatively with the COUNTY for appropriate orientation of faculty and students without cost to the COUNTY.
- H. The SCHOOL faculty members responsible for the supervision of students will meet with appropriate COUNTY personnel and interpret the student programs. They also will be responsible for obtaining an understanding of current COUNTY policies, protocols, procedures, and practices sufficient to direct the students in COUNTY setting.
- I. The SCHOOL will plan for the learning experiences of each of its students to include case selection, hours for class and laboratory practice, course content, methods of teaching, and evaluation of students' programs in meeting course objectives.
- J. The SCHOOL, through the assignments made by its faculty, is responsible for the quality of patient care given by students as a part of the work experience.

#### COUNTY RESPONSIBILITIES

- A. The COUNTY will provide, without cost to the SCHOOL and its students, clinical resources and facilities for use in their educational experiences.
- B. The COUNTY will provide clinical experience as mutually agreed upon by the SCHOOL and the COUNTY.
- C. The COUNTY will provide orientation to faculty and students as mutually agreed upon by both parties.
- D. Services provided to patients by faculty and students of SCHOOL will accrue to the COUNTY's total service record.

## INDEMNIFICATION

- A. SCHOOL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of SCHOOL, 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 the Oregon Constitution, Article XI, Section 7.
- B. COUNTY hereby promises and agrees to indemnify and save harmless SCHOOL, its officers, agents, and employees from all liability, claims, suits, action, and other proceedings arising out of or in any manner related to COUNTY's performance hereunder.
- C. SCHOOL expressly agrees that the faculty and students are, and remain, agents of the SCHOOL. In no way are the faculty or students to be considered agents, employees, or officers of COUNTY.

## WORKERS' COMPENSATION INSURANCE AND MALPRACTICE LIABILITY INSURANCE

- A. SCHOOL shall maintain workers' compensation insurance coverage for faculty and students during their work experience in COUNTY either as a carrier or insured employers as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance or a copy thereof is attached to this agreement as an exhibit. SCHOOL shall also maintain malpractice liability for all clinical placements such as educational experience for medical assistant, nursing, medical and dental students.
- B. If SCHOOL's workers' compensation insurance or malpractice liability coverage is due to expire before completion of the student placement, SCHOOL will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

## THIRD-PARTY ACCESS TO RECORDS

- A. The COUNTY's authorized representatives shall have access to the books, documents, papers, and records of SCHOOL, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

## OWNERSHIP OF WORK PRODUCT

- A. All work of the SCHOOL performed or created under this Agreement is the exclusive property of the COUNTY, including the right of copyright of any published work. COUNTY will retain the right and responsibility to approve in writing all media and educational materials developed as part of any STUDENT experience.

## ADHERENCE TO LAW

- A. The SCHOOL shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- B. The COUNTY will comply with the applicable provisions of ORS Chapter 279, covering public contracts.

NONDISCRIMINATION

- A. SCHOOL agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- B. COUNTY agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

EARLY TERMINATION

- A. This Agreement will be in effect for one year from the date of execution. However, this Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.
- B. Termination under provision of this paragraph shall not affect any right, obligation, or liability of SCHOOL or liability of COUNTY which occurred prior to termination.

Portland Community College  
SCHOOL

By: [Signature]

Date: 2-24-94

93-0575177

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By: [Signature]

Beverly Stein, Chair  
Board of Commissioners

Date: 4-7-94

HEALTH DEPARTMENT

By: [Signature]

Bill Odegård, Director

Date: 3/9/94

By: \_\_\_\_\_

Program Manager

Date: \_\_\_\_\_

REVIEWED:

Laurence B. Kressel, County Counsel  
for Multnomah County, Oregon

By: [Signature]

Date: 28 Mar 94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-11 DATE 4-7-94  
[Signature]  
BOARD CLERK

## Attachment A

Before placement in Multnomah County Health Department for any student experience with direct client contact, SCHOOL shall ensure that students:

1. Are current with immunizations for
  - a) Tetanus,
  - b) Diphtheria, and
  - c) Influenza (one dose each fall)
2. Have documented immunity to measles and rubella
3. Have completed or are currently receiving the series of hepatitis B vaccines or are willing to sign a hepatitis B declination form.

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

13-JUL-1993

**PRODUCER**

Willis Corroon Corporation of Portland  
P.O. Box 8699  
Portland OR 97207  
(503) 224-4155

5112

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

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Midwest Employers Casualty Company

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

Contact : Chris Jensen

**INSURED**

Portland Community College  
P.O. Box 19000  
Portland OR 97219-0990

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	4405SOOR	01-JUL-1993	01-JUL-1994	STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

\*Policy Limits: \$2,000,000 Limit of Indemnity Each Occurrence subject to \$300,000 Insured's Retention Each Occurrence. \* Employers' Liability Limit Each Occurrence/\$500,000 Policy Limit.

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MEETING DATE: APR 07 1994

AGENDA NO.: C-12

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Intergovernmental Agreement with the Multnomah Education Service District

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk/Oxman

**ACTION REQUESTED:**

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

Ratification of intergovernmental agreement with Multnomah Education Service District in which county will furnish the services of a registered sanitarian for the inspection of the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. School District will pay county a maximum of \$50.00 annually.

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

County will be assisting school district in meeting a state requirement.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

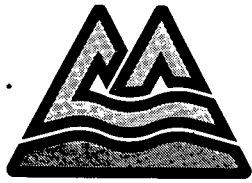
DEPARTMENT MANAGER: Billi Odegaard

*Originals sent to Herman Brane on 4-7-94.*

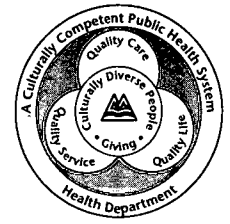
BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 28 PM 2:15  
MULTNOMAH COUNTY  
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *Bill*  
Bill Odegaard

REQUESTED PLACEMENT DATE:

DATE: March 17, 1994

SUBJECT: Ratification of intergovernmental agreement with Multnomah Educational Service District

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with the Multnomah Education Service District for the period upon execution to and including August 31, 1994.
- II. Background/Analysis: State regulations OAR 581-51-200 through OAR 581-51-265 of the Rules of the State Department of Education require that a registered sanitarian inspect school food service facilities. The county Health department can provide the inspection as required.
- III. Financial Impact: State will pay county \$50.00 for the services.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in matters of public health.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

7464doc





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 202234  
 Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK <u>REVENUE</u>

 Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_  
 Contract Originator Brame Phone x2670 Bldg/Room 160/8  
 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7  
 Description of Contract Inspection of food services facilities

 RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF
Contractor Name Multnomah Education Service District
 Mailing Address 11611 N.E. Ainsworth Circle  
Portland, Oregon 97220
Phone 255-1841

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon ExecutionTermination Date August 31, 1994Original Contract Amount \$ 50.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different)

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

## REQUIRED SIGNATURES:

Department Manager Billi OdgaardPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 3/18/94

Date \_\_\_\_\_

Date 23 Mar 94Date 4/7/94

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	0232			2799			School Food Insp.	\$50.00	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

SCHOOL FOOD SERVICES  
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 10th day of February, 1994, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Multnomah Education Service School District (hereinafter referred to as 'SCHOOL DISTRICT').

WITNESSETH:

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY'S Health Division is qualified and willing to provide such services 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 OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

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

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$ 50.00 annually, based upon the following fee schedule:

1.	___	Full-service kitchens	x \$85 =	___
2.	<u>1</u>	Satellite kitchens	x \$50 =	<u>\$50.00</u>
3.	___	Serving kitchens only	x \$28 =	___
4.	___	Milk only - no fee		
TOTAL				\$ <u>50.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 SW Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

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

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

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

- 1) immediately by mutual written consent of the parties, or at such time as the parties agree; or
- 2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

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

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


10. MODIFICATION.

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

11. INTEGRATION.

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

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

  
SCHOOL DISTRICT  
MULTNOMAH ESD

By: \_\_\_\_\_

Date: 15 Feb. 1994

MULTNOMAH COUNTY, OREGON

By: 

Beverly Stein  
Multnomah County Chair

Date: \_\_\_\_\_

HEALTH DEPARTMENT DIRECTOR

By: 

Billi Odegaard

Date: 2/18/94

HEALTH DEPARTMENT PROGRAM STAFF

By: 

Gary Oxman, Health Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

LAURANCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: 

Deputy County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-12 DATE 4-7-94

  
Carrie A. Parkerson

BOARD CLERK

Agenda No.: R-1

## AGENDA PLACEMENT FORM

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 4-7-94

**NAME** Myrtle Calkins & Ruth Oxman

**ADDRESS** 7780 SW Capitol Hwy Center

**STREET**

Portland

**CITY**

97219

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-I

**SUPPORT** Proclamation **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of PROCLAIMING )  
APRIL 16-23, 1994 as the ) P R O C L A M A T I O N  
WEEK OF THE YOUNG CHILD )

WHEREAS we recognize that children not only bring joy into our present lives but also that our future as older adults is in their hands just as their future is in our hands; and

WHEREAS children develop more fully and abundantly in an atmosphere that nourishes their self-esteem through teaching them to value diversity by exploring their own cultural heritage as well as that of others; and

WHEREAS giving each child a good beginning intellectually, socially, emotionally, and physically will provide a solid foundation for further development; and

WHEREAS quality child care provided through a partnership between concerned parents and professional caregivers helps children to achieve these goals.

NOW, THEREFORE, the Board of County Commissioners for Multnomah County, Oregon hereby PROCLAIM April 16-23, 1994 as the WEEK OF THE YOUNG CHILD as proposed by the National Association for the Education of Young Children.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

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

*In the Matter of PROCLAIMING  
APRIL 16-23, 1994 as the WEEK  
OF THE YOUNG CHILD*

)  
)  
)

**PROCLAMATION**

94-61

*WHEREAS we recognize that children not only bring joy into our present lives but also that our future as older adults is in their hands just as their future is in our hands; and*

*WHEREAS children develop more fully and abundantly in an atmosphere that nourishes their self-esteem through teaching them to value diversity by exploring their own cultural heritage as well as that of others; and*

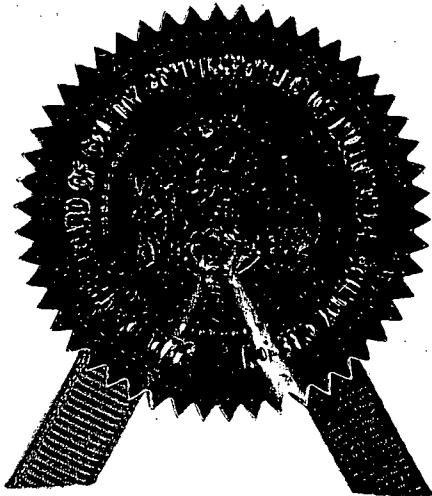
*WHEREAS giving each child a good beginning intellectually, socially, emotionally, and physically will provide a solid foundation for further development; and*

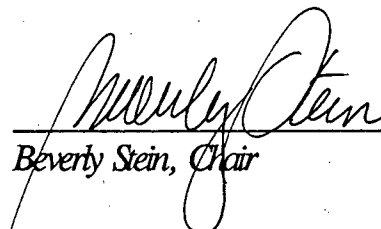
*WHEREAS quality child care provided through a partnership between concerned parents and professional caregivers helps children to achieve these goals.*

*NOW, THEREFORE, the Board of County Commissioners for Multnomah County, Oregon hereby PROCLAIM April 16-23, 1994 as the WEEK OF THE YOUNG CHILD as proposed by the National association for the Education of Young Children.*

*APPROVED this 7th day of April, 1994.*

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



  
\_\_\_\_\_  
Beverly Stein, Chair



Reset to APRIL 7

MEETING DATE: ~~MAR 24 1994~~ APR 07 1994

AGENDA NO: ~~R-2~~ R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: BRIEFING- Albina Community Plan

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 3/24/94

Amount of Time Needed: 15 Minutes 9:45 Time Certain

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: Jo Ann Allen TELEPHONE #: X-3963  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Jo Ann Allen, City Commissioner Charlie Hales

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

Update on Albina Community Plan, the implementors and upcoming community meeting

**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

0516C/63

6/93

1994 MAR 15 AM 9:33  
CLERK OF BOARD  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: APR 07 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Proclamation

REGULAR MEETING: Date Requested: April 7, 1994

Amount of Time Needed: 10 minutes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Susan Kaeser TELEPHONE #: 248-3701

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: M. Tamara Holden/Dave Bordeaux

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

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

Multnomah County Board of County Commissioners recognition of Department of Community Corrections annual award recipients for "employee of the year", "highest professional standards", "meritorious services", and "lifesaving".

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *[Signature]* (For M. Tamara Holden)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

*Sent copy + original of Proclamation 94-602 to Susan Kaeser on 4-8-94*

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 28 PM 3:42  
MULTNOMAH COUNTY  
OREGON

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

In the Matter of recognizing	)	
the contributions of Frank Grace,	)	
Frank Watkins, Tichenor McBride,	)	PROCLAMATION
Bertie Eddington, James Parent,	)	
Sheryle Sample, Marc Hess, Larry	)	
Monagon and Barry Renshaw	)	

WHEREAS the Mission of the Department of Community Corrections is to enhance public safety and to promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies, and

WHEREAS the County wishes to recognize outstanding performance by citizens and employees in accomplishing this Mission, and

WHEREAS recognition is for excellence above and beyond the normal performance of regular duties, and

WHEREAS Frank Grace, Frank Watkins, Tichenor McBride, Bertie Eddington, James Parent, Sheryle Sample, Marc Hess, Larry Monagon and Barry Renshaw have been nominated by their peers for such recognition, and

WHEREAS they first received these awards at the Multnomah County Department of Community Corrections Recognition Ceremony on March 31, 1994, and

NOW, THEREFORE it is proclaimed that these good people have the gratitude and respect of the people of this County for jobs well done.

Approved this 7th day of April, 1994.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

\_\_\_\_\_  
Dan Saltzman  
Commissioner, District 1

\_\_\_\_\_  
Gary Hansen  
Commissioner, District 2

\_\_\_\_\_  
Tanya Collier  
Commissioner, District 3

\_\_\_\_\_  
Sharron Kelley  
Commissioner, District 4

**MULTNOMAH COUNTY DEPARTMENT  
OF  
COMMUNITY CORRECTIONS**

The Department of Community Corrections, Employee Recognition Committee makes the following awards:

Employee of the Year: Frank Grace

Life Saving: Frank Watkins

Highest Professional Standards: Tichenor McBride  
Bertie Eddington  
James Parent  
Sheryle Sample

Meritorious Service: Frank Watkins  
Marc Hess  
Larry Monagon  
Barry Renshaw

## ***Life Saving***

### ***Frank Watkins***

***On February 9, 1994 Mr. Watkins heard a fellow employee gasping for breath and calling for help. Mr. Watkins immediately responded in the midst of office confusion and chaos. He quickly evaluated the situation and applied the Heimlich maneuver to clear the co-worker's air passage. This swift and certain action in the opinion of many observers saved the life of the co-worker. Congratulations from the Department of Community Corrections.***

## ***Employee of the Year***

### ***Frank Grace***

***Frank Grace is a Parole and Probation Officer assigned to the NE District Office. He is recognized for his casework excellence, "can-do" attitude, and ready acceptance of any challenge that may present itself. He has volunteered to work on several Departmental projects and has distinguished himself as a person who is both scholarly and professional. He has served on state wide committees and supports his community through Youth outreach programs teaching bicycle safety. He teaches cultural diversity within the County and is an Instructor in staff safety at the Oregon Police Academy in Monmouth, Oregon. Congratulations for your many contributions to this Department and our community.***

## ***20 Year Career Recognition***

***Gregory C. Bacon***

***Lowell L. Kester***

***James E. Vannice***

***Thomas H. Grinnell***

***Charlene L. McCarthy***

***Jack Minzey***

## ***Meritorious Service***

***Barry Renshaw;*** After four years of experience in Institutions and field corrections Mr. Renshaw transferred to the Diagnostic Center in 1980. He is considered to be one of the Department's finest presentence investigation writers. On his nomination it was noted that in addition to his excellent work he regularly assists with difficult cases and computes all sentencing guidelines placement scores.

***Larry Monagon;*** Mr. Monagon began his career as a Parole and Probation officer in 1979. In 1991 he accepted an assignment as a Hearings Officer. In that capacity he served on the state wide committee that developed the Structured Sanctions process and the Departmental committee that implemented the process.

*His nomination includes praise for his excellent work, helpfulness, and responsiveness to the many issues inherent in developing new programs.*

***Marc Hess;*** Mr. Hess moved to Oregon in 1978 after five years of community corrections work in Pennsylvania. He requested assignment to the Domestic Violence diversion caseload and in that role supervised the entire caseload of 100 + cases for six months. Additional assignments to several committees, creating a specialized anger control group, and studying for a masters degree in social work exemplify his meritorious service to this Department.

***Frank Watkins;*** After 10 years of experience in counseling and employment training Mr. Watkins joined the Alternative Community Service Program in 1986. During the last year Mr. Watkins added his expertise to the development of Structured Sanctions and developed the Community Projects portion of the Structured Sanctions model. His nomination states that in addition to excellent work Mr. Watkins willingly "puts forth the effort to ensure the success of the program".

## ***Highest Professional Standards***

***Sheryle Sample;*** Ms. Sample has worked in community corrections since 1981. She is considered an expert in LEDS and AS400 operations. Ms. Sample's nominations described her as ever helpful and supportive of the work unit, highly skilled, with a positive and professional attitude that is a "shining example". On numerous occasions she voluntarily sought out additional responsibilities which supported the work unit during critical time periods.

***James Parent;*** Mr. Parent has worked in several capacities as a P.P.O. but is best known for his many contributions to the supervision of sex offenders. As a sex offender specialist P.P.O. Mr. Parent has participated in and organized a number of local and state wide committees and meetings, and continues to develop new casework techniques and resources that enhance offender supervision and treatment. He has developed a number of collaborative relationships with the criminal justice community and treatment providers which have enhanced the supervision of sex offenders.

***Tichenor McBride;*** Ms. McBride is recognized for her exceptional efforts and successes in improving the services and information flow from the many service providers who contract with the Department of Community Corrections. In addition to these efforts she provided critical assistance to the development of S.T.O.P., the Day Reporting Center, and policies and training related to blood borne pathogens.

***Bertie Eddington;*** Ms. Eddington is currently assigned to the NE District office where she is the recognized "Expert" in database support and intake activities. Her nominations describe her as a person that pursues excellence in all of her activities while maintaining a sense of humor and commitment to the organization.

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

In the Matter of recognizing	)	
the contributions of Frank Grace,	)	
Frank Watkins, Tichenor McBride,	)	PROCLAMATION
Bertie Eddington, James Parent,	)	94-62
Sheryle Sample, Marc Hess, Larry	)	
Monagon and Barry Renshaw	)	

WHEREAS the Mission of the Department of Community Corrections is to enhance public safety and to promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies, and

WHEREAS the County wishes to recognize outstanding performance by citizens and employees in accomplishing this Mission, and

WHEREAS recognition is for excellence above and beyond the normal performance of regular duties, and

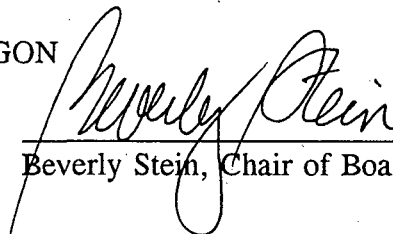
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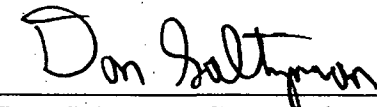
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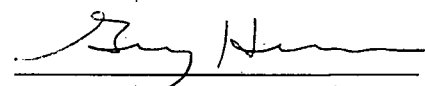
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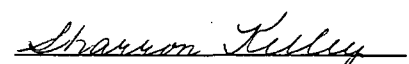
Approved this 7th day of April, 1994.

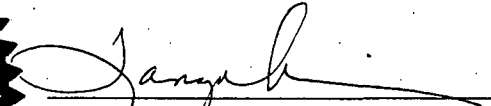
MULTNOMAH COUNTY, OREGON

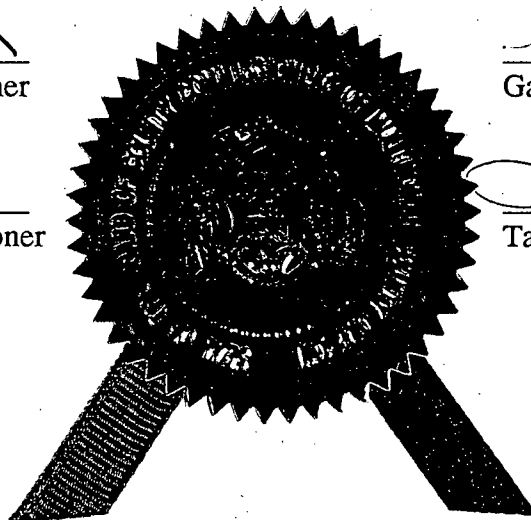
  
Beverly Stein, Chair of Board

  
Dan Saltzman, Commissioner

  
Gary Hansen, Commissioner

  
Sharron Kelley, Commissioner

  
Tanya Collier, Commissioner



MEETING DATE: APR 07 1994

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Proclamation

REGULAR MEETING: Date Requested: April 7, 1994

Amount of Time Needed: 10 minutes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Susan Kaeser TELEPHONE #: 248-3701

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: M. Tamara Holden

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

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

Multnomah County Board of County Commissioners recognition of Kathy Treb and the ADAPT staff for receiving a Special Recognition award from the federal Department of Health and Human Services.

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *[Signature]* (For M. Tamara Holden)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

*Sent Copy & Original of Proclamation 94-63 to Susan Kaeser on 4-7-94.*

1994 MAR 28 PM 3:42  
MULTNOMAH COUNTY  
CLERK'S OFFICE

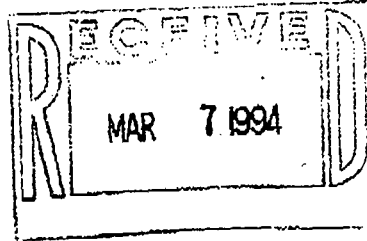




DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Rockville MD 20857



March 3, 1994

Kathy Treb  
Principal Investigator  
ADAPT Program  
Maltnomah County Justice Service Division  
421 S.W. 5th, Suite 640  
Portland, OR 97204

Grant No. 1552

Dear Ms. Treb:

As one of the 26 grantees that participated in the Center for Substance Abuse Prevention (CSAP) first cross-site evaluation of Pregnant and Postpartum Women and Their Infants (PPWT) grantees, the ADAPT Program-Maltnomah County Justice Service Division will be recognized at an Awards Ceremony during the Fourth Annual Evaluation Skills-Building Workshop. The Awards Ceremony will be conducted during the closing plenary session that begins at 9:00 a.m., on Thursday, March 24, 1994.

We look forward to seeing you in Orlando and to acknowledging the inspiring work you have undertaken to provide needed services to substance abusing pregnant and postpartum women and their infants.

Sincerely,

Ulonda Shamwell, M.S.W.

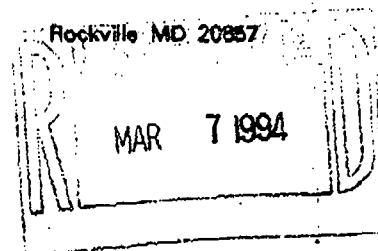
Chief

Perinatal Addiction Prevention  
Branch



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service



March 1, 1994

Kathleen Treb  
Principal Investigator/Project Director  
ADAPT Program  
Multnomah County Department of  
Community Corrections  
736 N.E. Couch  
Portland, OR 97232

Grant No. 1552

Dear Ms. Treb:

As one of the 13 Promising Practices grantees of the Center for Substance Abuse Prevention (CSAP) Pregnant and Postpartum Women and Their Infants (PPWT) demonstration initiative, the ADAPT Program, Multnomah County Department of Community Corrections will be recognized at a special Awards Ceremony during our Fourth Annual Evaluation Skills-Building Workshop. The Awards Ceremony will be conducted during the closing plenary session that begins at 9:00 a.m., on Thursday, March 24, 1994.

We look forward to seeing you in Orlando and to acknowledging the inspiring work you have undertaken to provide needed services to substance abusing pregnant and postpartum women and their infants.

Sincerely,

Ulonda Shamwell, M.S.W.

Chief

Perinatal Addiction Prevention Branch

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

In the Matter of Recognizing       )  
the contributions of Kathy Treb       )       **PROCLAMATION**  
and the ADAPT Staff                )

WHEREAS the Mission of the Department of Community Corrections is to enhance public safety and to promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies, and

WHEREAS the County wishes to recognize outstanding performance by citizens and employees in accomplishing this Mission, and

WHEREAS recognition is for excellence above and beyond the normal performance of regular duties, and

WHEREAS Kathy Treb was instrumental in the successful development and implementation of the ADAPT Program for Multnomah County, and

WHEREAS the federal Department of Health and Human Services has chosen to recognize Kathy Treb and the Multnomah County ADAPT Program for a special recognition at the Fourth Annual Evaluation Skills-Building Workshop on March 24, 1994, and

NOW, THEREFORE it is proclaimed that Kathy Treb and the ADAPT staff have the gratitude and respect of the people of this County for jobs well done.

Approved this 7th day of April, 1994.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

\_\_\_\_\_  
Dan Saltzman  
Commissioner, District 1

\_\_\_\_\_  
Gary Hansen  
Commissioner, District 2

\_\_\_\_\_  
Tanya Collier  
Commissioner, District 3

\_\_\_\_\_  
Sharron Kelley  
Commissioner, District 4

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

In the Matter of Recognizing	)	
the contributions of Kathy Treb	)	PROCLAMATION
and the ADAPT Staff	)	94-63

WHEREAS the Mission of the Department of Community Corrections is to enhance public safety and to promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies, and

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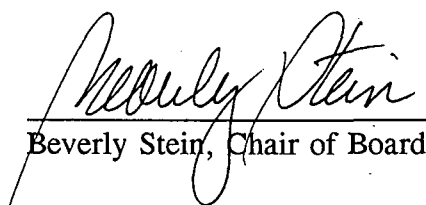
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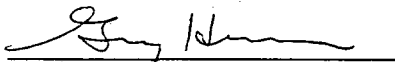
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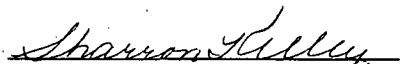
Approved this 7th day of April, 1994.

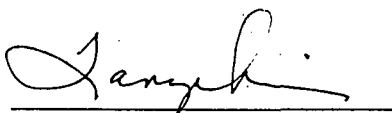
MULTNOMAH COUNTY, OREGON

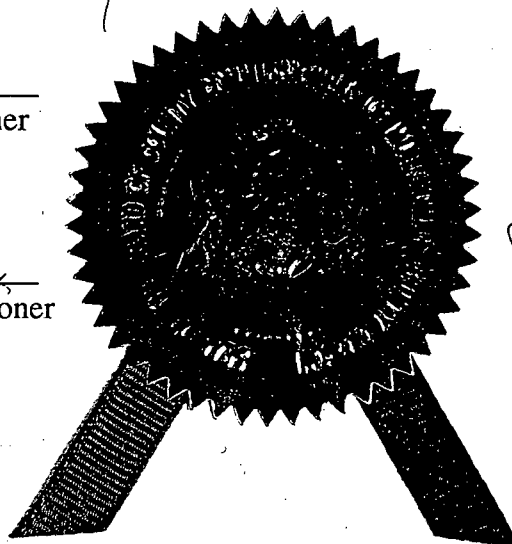
  
Beverly Stein, Chair of Board

  
Gary Hansen, Commissioner

  
Dan Saltzman, Commissioner

  
Sharron Kelley, Commissioner

  
Tanya Collier, Commissioner



MEETING DATE: APR 07 1994

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement - State of Oregon

REGULAR MEETING: Date Requested: April 7, 1994

Amount of Time Needed: 15 minutes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Cary Harkaway TELEPHONE #: 248-3701  
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Tamara Holden/Cary Harkaway

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement with State of Oregon regarding the provision of work release to parolees returning to Multnomah County from State institutions. The agreement outlines the terms under which the Multnomah County will provide supervised housing for up to thirty-four (34) male offenders and nine (9) female offenders.

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: Cary Harkaway (For M. Tamara Holden)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

*Sent Originals to Cary Harkaway on  
4-7-94*

BOARD OF  
COUNTY CLERK  
1994 MAR 28 PM 2:14  
MULTNOMAH COUNTY  
OREGON



MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS

MEMORANDUM

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TAMARA HOLDEN *Tamara Holden*

DATE: March 25, 1994

SUBJECT: AGENDA PLACEMENT DATE 04/07/94 - APPROVAL OF  
IGA WITH THE STATE OF OREGON DEPARTMENT OF  
CORRECTIONS

---

I. RECOMMENDATION/ACTION REQUESTED

Approval of an Intergovernmental Agreement with the State of Oregon Department of Corrections regarding the provision of work release to parolees returning to Multnomah County from State institutions. The agreement delineates the terms under which Multnomah County will provide supervised housing for up to thirty-four (34) male offenders and nine (9) female offenders.

II. BACKGROUND/ANALYSIS

As a part of the Multnomah County Department of Community Corrections continued commitment to rehabilitate offenders, the DCC is entering into an agreement with the State of Oregon to provide work release for offenders returning to Multnomah County on parole and post-prison supervision. Offenders who take advantage of the opportunity to transition from the institution to employment and supervised housing have an increased chance of successfully returning to a productive life in the community than offenders who do not receive this opportunity.

Multnomah County is proposing an additional intergovernmental agreement (before you today) in order to provide work release for up to thirty-four (34) men. The DCC currently contracts with the YWCA of Portland to provide work release for nine (9) women.

**MEMORANDUM**  
**BOARD OF COUNTY COMMISSIONERS**  
**MARCH 25, 1994**  
**PAGE 2**

**III. FINANCIAL IMPACT**

This intergovernmental agreement has no financial impact. The funding for these services has been previously approved and allocated by the Board of County Commissioners.

**IV. LEGAL ISSUES**

None.

**V. CONTROVERSIAL ISSUES**

The provision of the work release services proposed in this IGA is consistent with the Multnomah County Community Corrections Plan and the budgets for fiscal year 1993-94 and 1994-95.

**VI. LINK TO COUNTY POLICIES**

This is a continuation of the implementation of the new Structured Sanctions Legislation (ORS Chapter 680). This is a part of the on-going working relationship between Multnomah County and the State of Oregon Department of Community Corrections to rehabilitate offenders that are returning to our community.

**VII. CITIZEN PARTICIPATION**

The Department of Community Corrections will work with local citizens groups in order to inform them of the location of the work release programs and to address their concerns.

**VIII. OTHER GOVERNMENT PARTICIPATION**

The State of Oregon Department of Corrections is entering into this agreement with Multnomah County.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900514

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-5 DATE 4/7/94 Carrie A. Parkerson BOARD CLERK

Department Dept. of Community Corrections Division \_\_\_\_\_ Date 3/25/94Contract Originator Tamara Holden Phone 248-3701 Bldg/Room 161/600

Administrative Contact \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Intergovernmental Agreement between Multnomah County and the State Department of Corrections to allow Multnomah County to provide work release for parolees.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name State of Oregon Dept. of Corrections

Mailing Address 2575 Center Street, NE  
Salem, OR 97310-0470

Phone (503) 945-9050

Employer ID# or SS# \_\_\_\_\_

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

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 M. Tamara HoldenPurchasing 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 3-25-94

Date \_\_\_\_\_

Date 3/28/94Date 4/7/94

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE STATE OF OREGON AND MULTNOMAH COUNTY  
TO PROVIDE WORK RELEASE SERVICES TO THE STATE**

This agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Multnomah County, by and through its Multnomah County Department of Community Corrections, hereafter called COUNTY.

**I PURPOSE OF THE AGREEMENT**

To establish the duties and responsibilities of the DEPARTMENT and COUNTY with regard to the COUNTY provision of work release services for offenders transitioning from institutional to community housing.

**II AUTHORITY/PROVISIONS**

**1. Authority**

This agreement is entered into pursuant to the provisions of ORS 144.410 through 144.525 and 423.020 through 423.075.

**2. Duration**

This agreement shall become effective April 15, 1994, and shall remain in effect unless or until terminated by either party in accordance with the following paragraph titled "Termination".

**3. Termination**

This agreement may be terminated by written notice of either party. Termination shall become effective thirty (30) days after receipt of said notice.

**4. Administration of Agreement**

Unless otherwise specified in this agreement, the DEPARTMENT designates the Administrator, Community Corrections/Option 1 as its spokesperson and agent in the administration of this agreement. The COUNTY likewise designates the Mid County District Manager as its agent and spokesperson.

**5. Description of Services**

The COUNTY agrees to house and supervise up to thirty-four (34) male offenders and nine (9) female offenders referred by the DEPARTMENT and to provide them with the opportunity to participate in a work release

1 program. The COUNTY agrees to provide for their physical needs, to  
2 maintain proper discipline and control, and to retain them in a safe,  
3 supervised program. The COUNTY may provide these services through  
4 contracts with community agencies. Contracted services will be subject  
5 to the standards and conditions described herein.  
6

7 **6. Right of Inspection**  
8

9 The DEPARTMENT shall have the right to inspect, at all reasonable  
10 times, the COUNTY work release program to determine that standards  
11 of care and discipline are maintained compatible with those of the  
12 DEPARTMENT and that DEPARTMENT offenders therein are treated  
13 equitably regardless of race, creed, religion, or national origin.  
14

15 **7. Transportation**  
16

17 The DEPARTMENT will coordinate delivery of the offender to the  
18 COUNTY through the Northwest Shuttle System along with information  
19 and necessary documents relating to the case history of the offender  
20 which shall include at a minimum, a presentence report (if available),  
21 photograph, and copies of the DEPARTMENT face sheet.  
22

23 **8. Medical Services**  
24

- 25 a. The COUNTY shall provide access to routine medical services  
26 excluding prescriptions, as may be necessary to safeguard health.  
27  
28 b. The cost of any medical services, medication, equipment, surgical  
29 or nursing care shall be the responsibility of the offender. Any  
30 offender needing major medical care will be returned to the  
31 DEPARTMENT unless a medical emergency is involved.  
32  
33 c. If a medical emergency is involved, the COUNTY shall contact the  
34 DEPARTMENT for advance authority before incurring medical  
35 expense for which specialty care or hospitalization is required. In  
36 an emergency, the COUNTY may proceed with the necessary  
37 treatment without prior authority, but in every such case shall  
38 notify the DEPARTMENT immediately and furnish full information  
39 regarding the nature of the illness and the type of treatment to be  
40 provided.  
41

42 **9. Discipline**  
43

44 The COUNTY, designated to provide work release services, shall have  
45 physical control of offenders in its care and custody. The COUNTY

1 reserves the right to exercise disciplinary authority over such offenders.  
2 However, nothing contained herein shall be construed to authorize the  
3 imposition of a type of discipline prohibited by the laws of the State of  
4 Oregon.

5  
6 The COUNTY may immediately return an offender to the DEPARTMENT  
7 who has violated the conditions of work release. Those conditions will  
8 be imposed by the DEPARTMENT and the COUNTY. COUNTY  
9 disciplinary reports will be forwarded to DEPARTMENT staff and may  
10 form the basis for termination of placement at the COUNTY.

11  
12 **10. Hearings**

13  
14 The COUNTY shall provide adequate facilities for any hearings required  
15 by authorities of the DEPARTMENT or the State of Oregon. Such  
16 hearings may also be held telephonically.

17  
18 **11. Release of Information or Photographs of Offenders**

19  
20 The COUNTY shall not release information or photographs of State of  
21 Oregon offenders without prior approval from the DEPARTMENT.  
22 Routine requests for offender histories, personal information,  
23 photographs, and interviews by reporters shall be referred to the  
24 DEPARTMENT'S Public Information Officer.

25  
26 **12. Records and Reports**

27  
28 The COUNTY District manager or designee shall keep all necessary and  
29 pertinent records concerning DEPARTMENT offenders. During the  
30 offender's participation in the Work Release Program, the DEPARTMENT  
31 shall be entitled to receive, and upon request, be furnished with copies  
32 of such records. Such requests to be made through the DEPARTMENT'S  
33 spokesperson to the COUNTY'S spokesperson.

34  
35 **13. Absence Without Leave**

36  
37 In the event a DEPARTMENT offender leaves the work release program  
38 without authorization, the AWOL shall be reported immediately to the  
39 DEPARTMENT and the Oregon State Police. The COUNTY will supply  
40 a copy of any disciplinary reports or critical incident reports to the  
41 DEPARTMENT. Appropriate search and apprehension means will be  
42 employed by the DEPARTMENT at its discretion with full cooperation  
43 from the COUNTY.

44  
45 **14. Death of Offender**

1 a. In the event of the death of an offender, the medical examiner,  
2 coroner, or other official having the duties of such officer shall be  
3 notified.

4  
5 b. The COUNTY shall immediately notify the DEPARTMENT of the  
6 death of an offender, furnish information as requested, and follow  
7 the instructions of the DEPARTMENT with regard to the  
8 disposition of the body. The body shall not be released except on  
9 order of the spokesperson and agent of the DEPARTMENT. All  
10 expenses relative to any necessary preparation of the body and/or  
11 shipment or express charges shall be paid by the DEPARTMENT.  
12 The provisions of this paragraph shall govern only the relations  
13 between the COUNTY and the DEPARTMENT and shall not affect  
14 the liability of any relative or other person for the disposition of  
15 the deceased or for any expenses connected therewith.  
16

17 **15. Responsibility for Legal Proceedings Involving Offenders**

18  
19 The DEPARTMENT undertakes to defend any action or proceeding  
20 involving the offenders under its jurisdiction.  
21

22 **16. Indemnify/Hold Harmless**

23  
24 The DEPARTMENT shall, to the extent permitted in **Article XI, Section**  
25 **7** of the Oregon Constitution and by the Oregon Tort Claims Act,  
26 protect and hold harmless the COUNTY and its employees, officers, and  
27 commissioners from any and all claims, suits, or actions resulting from  
28 or arising out of the activities of the DEPARTMENT, except that the  
29 DEPARTMENT shall not be responsible for the negligent, willful, or  
30 intentional acts, failures to act, or for actions taken by the COUNTY, its  
31 employees, officers, agents, or commissioners which are outside the  
32 scope of this agreement.  
33

34 The COUNTY shall, to the extent permitted by **Article XI, Section 7** of  
35 the Oregon Constitution and by the Oregon Tort Claims Act, protect,  
36 defend, and hold harmless the DEPARTMENT and their division,  
37 employees, officer, agents, employees, and commissioners from any and  
38 all claims, suits or actions resulting from or arising out of the activities  
39 of the county under this contract.  
40

41 **17. Right of Refusal**

42  
43 Notwithstanding any of the above provisions of this agreement, should  
44 a limit be set by statute, judicial, or administrative decision on the  
45 number of offenders which the COUNTY may lawfully house in its work

1 release program, the COUNTY may, at its discretion:  
2

- 3 a. Reduce the total number of available bed spaces for state  
4 offenders, or,  
5  
6 b. Temporarily suspend receiving of the state's offenders, or,  
7  
8 c. Refuse an offender who does not meet program admission,  
9 participation criteria, or otherwise is unsuitable for the program,  
10 or,  
11  
12 d. Cancel this agreement within the termination provision set forth  
13 within this agreement.  
14

15 **18. Return of Offenders**  
16

- 17 a. In the event the COUNTY is required to close or otherwise limit  
18 the availability of the work release program, the COUNTY may, at  
19 its option, refuse to house DEPARTMENT offenders and may  
20 return offenders already housed pursuant to this agreement.  
21  
22 b. The DEPARTMENT shall be given at least 48 hours notice prior to  
23 return or refusal to lodge offenders in order to provide time to find  
24 an alternative facility relative to this section.  
25

26 **19. Compensation and Reimbursement of Costs**  
27

28 Bed space provided by the COUNTY under this agreement shall be  
29 provided at no additional cost to the DEPARTMENT beyond those  
30 identified in the approved FY 93-95 COUNTY Community Corrections  
31 Plan.  
32

1 This instrument contains the entire agreement between the parties and no statement  
2 made by any party hereto, or agent thereof, not contained in this written agreement  
3 shall be valid or binding. This agreement may not be enlarge, modified, or altered  
4 except in writing, signed by the parties, and attached hereto.

5  
6 STATE OF OREGON  
7 DEPARTMENT OF CORRECTIONS

MULTNOMAH COUNTY BOARD OF  
COMMISSIONERS

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12 \_\_\_\_\_  
13 Frank A. Hall Date

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\_\_\_\_\_  
Chair, Beverly Stein Date

APPROVED AS TO LEGAL SUFFICIENCY

MULTNOMAH COUNTY DEPARTMENT  
OF COMMUNITY CORRECTIONS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Tamara Holden Date

APPROVED AS TO FORM:  
Laurence Kressel  
Multnomah County Counsel

by \_\_\_\_\_  
date 3/28/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA# K-5 DATE 4-7-94  
\_\_\_\_\_  
BOARD CLERK

MEETING DATE: APR 07 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement - Clackamas County

REGULAR MEETING: Date Requested: April 7, 1994

Amount of Time Needed: 15 minutes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Joanne Fuller TELEPHONE #: 248-3190  
BLDG/ROOM #: 304/MTEA

PERSON(S) MAKING PRESENTATION: Joanne Fuller/Mike King

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

Intergovernmental Agreement with Clackamas County for the leasing of work release center located at 9200 SE McBrod, Milwaukie for the purpose of operating a Work Release Program as planned by the Department in the 1993-95 Community Corrections Plan. Provision of rent, meals, utilities, facility maintenance, and telecommunication services will be at a monthly cost of \$13,444 or \$33,600 for 2.5 months. Funds are currently budgeted in MidCounty District.

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *Carol D. Full* (For M. TANAKA Holder)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
CLACKAMAS COUNTY  
1994 MAR 28 PM 2:14  
MULTI-HUMAN COUNTY  
OREGON



MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS

MEMORANDUM

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TO: Board of County Commissioners

FROM: Tamara Holden *Tamara Holden*

TODAY'S DATE: March 25, 1994

PLACEMENT DATE: April 7, 1994

RE: IGA with Clackamas County Regarding Work Release

---

I. Recommendation/Action Requested:

Approval of an Intergovernmental Agreement with Clackamas County regarding the leasing of their vacant work release center located at 9200 SE McBrod, Milwaukie, Oregon (on the Multnomah-Clackamas County line). The Intergovernmental Agreement includes provisions for Clackamas County to provide meals, utilities, facility maintenance, and telecommunication services. This facility will house thirty-four (34) men.

II. Background/Analysis:

Clackamas County operated a work release facility at 9200 SE McBrod in Milwaukie until March of 1993 when they moved into a new facility next door. The vacated facility is owned by the State of Oregon and leased to Clackamas County. Clackamas County planned to operate the facility as an alcohol and drug treatment center. However, Clackamas County has been unable to allocate the necessary funds for this center. Department staff have searched for a facility suitable for work release within Multnomah County since receiving funding from the State Department of Corrections in Fall 1993. After exhausting all possible options within Multnomah County the Department is now proposing to operate work release in this Clackamas County facility. This building is vacant and it is designed for work release. Department staff will continue to search for a site in Multnomah County.



III. Financial Impact:

On December 13, 1993, the Board of County Commissioners approved the transfer of \$299,465 from Pass Through Payments to Personnel, Materials and Supplies and Equipment for the operation of the Department of Community Corrections Work Release Center. This Intergovernmental Agreement provides for \$33,600 payment to Clackamas County during fiscal 1993-94 in order to lease this facility.

IV. Legal Issues:

None.

V. Controversial Issues:

The recommended facility is owned by the State of Oregon and is leased to Clackamas County. It is located in an industrial area off of McLoughlin Boulevard. The Oregon Liquor Control Commission (a State agency using adjoining property) will be reviewing this agreement to ensure that any subleasing is appropriate and consistent with the terms of the State agreement with Clackamas County. It is probable that some Milwaukee residents may object to Multnomah County providing services to offenders at a site in their city.

VI. Link to Current County Policies:

The Work Release Center is an element of Multnomah County's implementation of the new Structured Sanctions Legislation (ORS Chapter 680). The Work Release Center will provide transitional services for offenders returning to the community from prison.

VII. Citizen Participation:

The Department of Community Corrections will work with local citizen groups in order to encourage their participation and ensure the Center does everything it can to satisfy their concerns.

VIII. Other Government Participation:

This project requires the cooperation of the State Department of Corrections, Clackamas County, and Multnomah County to lease and operate this facility. The City of Milwaukee will be kept informed of the progress of this project because of the location of the property.



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 900524

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-6</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

 Department Department of Community Corrections Division \_\_\_\_\_ Date 3/25/94

 Contract Originator Tamara Holden Phone 248-3701 Bldg/Room 161/600

 Administrative Contact Joanne Fuller Phone 248-3190 Bldg/Room 304/DCC

 Description of Contract Intergovernmental Agreement between Clackamas County and Multnomah County to provide for a facility for a Work Release/Probation Violation Center.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF
Contractor Name Clackamas County Community Corr.
 Mailing Address 1024 Main Street  
Oregon City, OR 97045-1051
Phone 655-8603

Employer ID# or SS# \_\_\_\_\_

Effective Date April 15, 1994Termination Date June 30, 1994Original Contract Amount \$ 33,600.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 33,600.00**REQUIRED SIGNATURES:**Department Manager M. Tamara Holden
 Purchasing Director  
 (Class II Contracts Only) [Signature]
County Counsel [Signature]County Chair / Sheriff [Signature]
 Contract Administration  
 (Class I, Class II Contracts Only) [Signature]

 Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt

☒ Monthly \$ 13,444.00 ☐ Net 30

☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_
Encumber: Yes ☐ No ☐Date 3-25-94

Date \_\_\_\_\_

Date 3/29/94Date 4/7/94

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT  
CLACKAMAS COUNTY - MULTNOMAH COUNTY  
REGARDING THE USE OF THE MILWAUKIE WORK RELEASE FACILITY**

Pursuant to ORS 190.010, MULTNOMAH COUNTY through its Department of Community Corrections (Multnomah) and CLACKAMAS COUNTY (Clackamas) enter into the following Intergovernmental Agreement:

**I RECITALS**

- A. Clackamas County operates and maintains a facility known as the Milwaukie Work Release Facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 (facility). This facility has met all zoning requirements for operation as an adult work release facility. This facility is currently vacant and available for use by Multnomah without a negative effect on any county.
- B. Multnomah wishes to utilize the premises located at 9200 SE McBrod, Milwaukie, Oregon as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections.
- C. The parties agree that no persons whose current offense is a violent and person oriented crime, defined as category 9, 10, or 11 crime outlined by the 1989 Oregon Sentencing Guidelines statutes shall be admitted into the program. [Exhibit A]
- D. The parties understand and agree that this agreement is subject to review and approval by the Oregon Liquor Control Commission.
- E. The parties agree that Multnomah shall have exclusive use of the facility as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections, under the following terms and conditions:

**II CONTRACT TERM**

- A. The term of this contract shall be April 15, 1994 to June 30, 1995, unless earlier terminated by mutual written consent of the parties, or by delivery of written notice by certified mail sixty (60) days in advance of the termination date.

**III SERVICES TO BE PROVIDED**

- A. Clackamas County shall make available the facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 for the exclusive use of Multnomah County Community Corrections.

1           B.    Clackamas County shall provide the following services to  
2           Multnomah:  
3

- 4           1.    Prior to Multnomah County taking possession of the  
5                facility, make any and all repairs necessary to  
6                maintain a safe facility.  
7
- 8           2.    Maintain the facility in substantially the same  
9                condition as it exists at the time Multnomah takes  
10              possession. However, the parties agree that any  
11              repairs up to \$1,000 necessary to maintain the  
12              premises, other than damage caused by occupancy,  
13              will be split equally between the parties.  
14              Multnomah County will be responsible for repairs  
15              necessitated by damaged caused by occupancy.  
16
- 17          3.    Either party may terminate this agreement if  
18              necessary repairs or replacements to the building  
19              other than damage caused by occupancy, are in  
20              excess of \$1,000.  
21
- 22          4.    Maintain property damage insurance on the premises,  
23              including fire insurance.  
24
- 25          5.    Provide all utility services including power, gas,  
26              lighting, heating, air conditioning, water, sewer,  
27              and garbage collection.  
28
- 29          6.    Provide a telecommunications system including  
30              phone, one fax line, and one data transmission  
31              line. (Long distance charges will not be the  
32              responsibility of Clackamas).  
33
- 34          7.    Provide a .5 FTA maintenance person for the  
35              facility.  
36
- 37          8.    Multnomah County shall notify the maintenance staff  
38              of facility repairs within 24 hours of discovery.  
39
- 40          9.    Provide three meals per day for 34 adult offenders.  
41              The meals shall be comparable in quality and  
42              nutritional value to the meals provided by  
43              Clackamas in its own adult work release facility.  
44
- 45          10.   Provide one FTE cook to produce the meals, serve  
46              the meals, and provide clean-up services associated  
47              with preparing and serving of meals.  
48
- 49          11.   Provide cooking and serving utensils, place  
50              settings, etc. for 34 people for three meals per  
51              day.

12. Provide bunk style beds and mattresses currently located in the facility as well as desks, chairs, and other office furnishings currently stored in the facility, as identified in an inventory to be completed by Multnomah County and Clackamas County at the time of possession.

#### IV COMPENSATION RATES AND MODE OF PAYMENT

Multnomah County agrees to pay Clackamas County \$13,444 per month for the use of the facility and the provision of the services detailed in this agreement. Payments shall be made by Multnomah to Clackamas on a quarterly basis, upon receipt by Multnomah of a written request for payment.

#### V ADMINISTRATIVE PROVISIONS

A. It is understood and agreed that any and all cooks and maintenance workers provided by Clackamas under this agreement are employees of Clackamas County for all purposes including personnel, wages, labor contracts, and worker's compensation, and are not employees, agents, or representatives of Multnomah County for any purpose.

B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being available therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

C. Indemnification. Clackamas shall defend, indemnify and hold harmless Multnomah from any and all claims or actions by third parties arising out of the conduct of the employees of Clackamas, its agents or representatives, within the limits provided by Oregon law and the Oregon Constitution. Multnomah County is responsible for any claims that arise from the condition and maintenance of the facility, except for any specific hazardous condition involving minor maintenance that Clackamas County has been made aware of, but failed to correct.

Multnomah shall defend, indemnify and hold harmless Clackamas from any and all claims or actions by third parties arising out of the conduct of the employees of Multnomah, its agents or representatives, within the limits provided by Oregon law and the Oregon Constitution.

1  
2 VI NOTICE  
3

4 Any notice provided for under the Agreement shall be  
5 sufficient if in writing and delivered personally to the  
6 following addressee or deposited in the United States mail,  
7 postage prepaid, to the parties as follows:  
8  
9

10  
11 **MULTNOMAH COUNTY:**  
12

13 M. Tamara Holden, Director  
14 Multnomah County Department of Community Corrections  
15 421 W 5th Suite 600  
16 Portland OR 97204  
17

18  
19 **CLACKAMAS COUNTY:**  
20

21 Terry L. Gassaway, Director  
22 Clackamas County Community Corrections  
23 1024 Main Street  
24 Oregon City OR 97045  
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INTERGOVERNMENTAL AGREEMENT  
PAGE 5

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties, and attached hereto.

Multnomah County Board of  
Commissioners

Beverly Stein  
Chair

4-7-94  
Date

Clackamas County Board of  
Commissioners

Ed Lindquist  
Chair

                      
Date

Julie Hammerstad  
Commissioner

                      
Date

Multnomah County Department of  
Community Corrections

Tamara Holden  
Director

3-25-94  
Date

Darlene Hooley  
Commissioner

                      
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-6 DATE 4-7-94  
Chris A. Peterson  
BOARD CLERK

Signing on behalf of the Board

Jono Hildner

Administrator of Human Resources

                      
Date

APPROVED AS TO FORM:

Lawrence Kressel  
Multnomah County Counsel

By:                     

Date: 3/29/94

Approved as to Content:

Terry Gassaway  
Division Manager

**[EXHIBIT A]**

Currently, a Conditional Use Permit with the City of Milwaukie excludes from placement Category 11, 10, and 9 crimes as outlined by the 1989 Oregon Sentencing Guidelines Statutes. Thus, anyone with one of the following as a current offense would not be allowed placement:

**1. CRIME CATEGORY 11**

- A. MURDER

**2. CRIME CATEGORY 10**

- A. MANSLAUGHTER I
- B. RAPE I
- C. SODOMY I
- D. SEXUAL PENETRATION I
- E. ASSAULT I
- F. KIDNAPPING I
- G. ARSON I

(If offense represented a serious threat to life or an economic loss greater than \$50,000.)

**3. CRIME CATEGORY 9**

- A. BURGLARY I

(If offender was armed with a deadly weapon or caused or threatened physical injury, otherwise it would not apply.)

- B. ROBBERY I
- C. KIDNAPPING II

In addition, a Clackamas County Department of Community Corrections policy limits housing individuals who require medication to control their behavior.



MEETING DATE: APR 07 1994  
AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovt. Agreement with city of Gresham to Study Traffic Signal Synchronization

BOARD BRIEFING Date Requested: April 7, 1994

Amount of Time Needed: 10 minutes

REGULAR MEETING: Date Requested: April 7, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Svcs. DIVISION: Transportation

CONTACT: Kathy Busse/Bob Johnson TELEPHONE #: 248-5050  
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Larry Nicholas

ACTION REQUESTED:

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

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

Intergovernmental Agreement to co-manage feasibility study of synchronizing/coordinating timing of traffic signals along arterials in East Multnomah County.

Fiscal Impact: \$60,000 Road Fund

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR

DEPARTMENT MANAGER: Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

KBCK0705.AGEN

*Original Sent to Kathy Busse on 4-8-94*  
6/93

1994 MAR 28 PM 2:10  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY NICHOLAS, P.E. DIRECTOR  
TRANSPORTATION DIVISION

DATE: March 14, 1994

REQUESTED PLACEMENT DATE: APRIL 5, 1994

RE: Intergovernmental Agreement with City of Gresham to co-manage Traffic Signal Optimization Study on arterials and collectors in east Multnomah County.

I. Recommendation:  
Recommend approval.

II. Background Analysis:  
The Study will analyze the feasibility of synchronizing and coordinating traffic signals on roads in the east county cities to relieve congestion; and anticipates federal funds available for congestion management to implement the study recommendations.

Gresham has identified signal coordination as a high priority. Since most of the signals are located within the city of Gresham; and all of the signals are located on County roads, both jurisdictions are cooperatively pursuing this project.

This project addresses one of several issues of interest raised in discussions between Multnomah County and City of Gresham related to transportation.

III. Financial Impact:  
Multnomah County's financial commitment for the Study will not exceed \$60,000 from the road funds for FY 93-94.

Multnomah County would be responsible for committing 20% local match for a \$300,000 federal grant that has been tentatively approved for further phases of the project in FY 1994-95 and could involve limited construction.

Long term impact could involve full implementation, including purchase of automated equipment and retrofitting all the major roads in the east county cities which is likely to exceed \$1 million. The cost/benefit analysis and opportunity for further federal/state funding will be determined at the conclusion of the study. We would expect that a

recommendation would come forward through the annual budget process as part of the County Capital Improvement Program.

- IV. Multnomah County is responsible for construction and maintenance of county roads as provided by ORS Chapter 368 and 373.
- V. Controversial Issues:  
There are no controversial issues associated with this study. Should any controversial recommendations come forward from the study, those matters will be brought before the Board of County Commissioners.
- VI. Link to Current County Policies:  
It is within current county policy as a matter of ...develop(ing) essential improvements... and maintaining the county surface street system.
- VII. Citizen Participation:  
The study will utilize technical advisory committee for feedback from affected jurisdictions, East County Transportation Committee as the policy oversight committee, and will conduct public meetings early in the process to involve interested citizens.
- VIII. Other Government Participation:  
Gresham, Troutdale, Fairview, Wood Village, Portland, ODOT, METRO and TRI MET will all be invited to participate on the Technical Advisory Committee.



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 301624

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-7</u> DATE <u>4/7/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Environmental Services Division Transportation Date 3/15/94Contract Originator Kathy Busse Phone 248-5050 Bldg/Room #425Administrative Contact same as originator Phone 248-5050 Bldg/Room \_\_\_\_\_

Description of Contract An Intergovernmental Agreement between the county and the city of Gresham involving co-management of a feasibility study of synchronizing and coordinating the timing of traffic signals along arterials in East Multnomah County. Each jurisdiction will contribute up to \$60,000 toward the study.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Gresham  
 Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030  
 Phone 669-2430  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date Upon execution  
 Termination Date Upon completion  
 Original Contract Amount \$ 60,000.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 60,000.00

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☒ Monthly \$ as billed ☐ Net 30  
☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes ☐ No ☐Date 3/19/94

Date \_\_\_\_\_

Date 3/21/94Date 4/7/94

Date \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager Betsy H. WilliePurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]

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.	150	030	6550			6110						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT**  
for co-management of the Signal Coordination and Optimization Study

THIS AGREEMENT is made between The City of Gresham, a municipal corporation (City) herein referred to as City, and Multnomah County, a political subdivision of the State of Oregon (County), herein referred to as County.

The Parties Find:

A. The City budgeted \$61,800 to fund a study to optimize signals on arterials located within the City of Gresham, including signals on County owned roads.

B. The City has obtained preliminary approval for a Congestion Management/Air Quality (CMAQ) federal grant to implement the findings of the study in FY 95.

C. Oregon Department of Transportation (ODOT) has just completed phase 1 of the Advanced Traffic Management System (ATMS) study which has transportation corridors extending throughout the subregion and overlaps several of the corridors in the City study, and has similar objectives.

D. The City and the County deem it desirable to cooperate on the Signal Optimization Study to develop the scope to interface with the ATMS study, and expand the study area to include signals in Gresham, Troutdale, Fairview and Wood Village.

The Parties Agree as follows:

1. An RFP will be prepared to study the feasibility of coordinating and optimizing the signals on the transit corridors and arterials within the study area. It anticipates using CMAQ funds to implement study recommendations. The study will also include identifying specific cost/benefits of interfacing with future ODOT ATMS systems.

2. The Study will include all the signals in Gresham, Troutdale, Fairview and Wood Village.

3. The City and the County will share equally in financing the study up to \$60,000 each, with a total not to exceed \$120,000.

4. The City will co-manage the study with the County; both assigned project managers will approve all significant decisions related to scope, content, costs, selection of the consultant, project plan and schedule.

5. The City will manage the consultant contract; and both City and County will agree on amendments that may be needed during the course of the contract.

6. East Multnomah County Transportation Committee (EMCTC) will serve in a liaison role as policy advisory board for the project; a Technical Advisory Committee will be created to include representation from METRO, Tri-Met, ODOT, City of Portland and each of the cities within the study area.

7. The County shall reimburse the City for 50% of the direct costs associated with the contract and such other costs as are authorized during the course of the study, to be paid within thirty days of receipt of the billing.

8. The City shall compile accurate cost accounting records and submit bills to the County no later than 60 days after incurring costs.

9. The City shall indemnify the County for, and hold the County harmless from, all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents in administering this Agreement.

10. The County shall indemnify the City for, and hold the City harmless from, all claims arising out of negligence or intentional misconduct of the County or the County's officers, employees, or agents with respect to this Agreement.

11. This agreement may be terminated by either party upon three months written notice to the other party.

Dated: \_\_\_\_\_, 1994

# CITY OF GRESHAM

By

*Jack Gallagher*  
Gussie McRobert, Mayor

By

*Bonnie Kraft*  
Bonnie Kraft, City Manager

Approved as to form:

*Thomas Spauldy*  
City Attorney

# MULTNOMAH COUNTY

By

*Bev Stein*  
Bev Stein, Multnomah County Chair

REVIEWED:

Lawrence Kressel, County Counsel  
for Multnomah County, Oregon

By

*Keith B. Bay*

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 4-7-94  
Carrie A. Parkerson  
BOARD CLERK

MEETING DATE: APR 07 1994

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Apply for Healthy Start Grant

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: April 7, 1994

Amount of Time Needed: 15 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Community and Family Services

CONTACT: James Edmondson TELEPHONE #: ext. 6390

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: James Edmondson and Jan Wallinder

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request BCC approval to apply for grant from State Commission on Children and Families to participate in Healthy Start Family Support Service pilot program .

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Helenz Payne & Bill Adgaard

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 30 AM 10:22  
MULTNOMAH COUNTY  
OREGON



# 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

**FR:** Lorenzo Poe, Director *LPoe*  
Community and Family Services Division

*Bill*  
Bill Odegaard, Director  
Health Department

**DATE:** March 29, 1994

**RE:** Notice of Intent to Apply for Healthy Start Grant

The Community and Family Services Division and the Health Department respectfully request your approval to apply for approximately \$600,000 in funding through a Healthy Start Family Support Service pilot program grant from the State Commission on Children and Families.

House Bill 2008, generally referred to as Healthy Start, was part of the 67th Oregon Legislative Session. The Bill allows money for four pilot projects in the State of Oregon which are designed after the Hawaii model of anti-child abuse services for children. Projects funded will focus on family support services for children from birth to age five, provide a wellness approach for family services, identify risks to children at the earliest possible point of detection, and provide services to families that are not stigmatizing.


Grant program standards are:

- Each Healthy Start project shall be inclusive of all families within a community.
- Program efforts will build on existing resources.
- At minimum, access to the program will be at the birth of the child.

Our project is working on developing outreach teams linked to Parent/Child Development Centers to contact every new parent in targeted geographic areas to assess the parent(s)'s abilities and risk of abuse. The project will hire community health nurses through the Health Department and contract out the majority of funds.

(over)





Memo to BCC  
March 29, 1994  
page 2

The funding period for proposals will be July 1, 1994 through June 30, 1995. As stated in HB 2008, "In addition to and not in lieu of any other appropriations, there is appropriated to the State Commission on Children and Families, for the biennium beginning July 1, 1993, out of the General Fund, the sum of \$3.3 million to establish the four Health Start Family Support Service pilot programs." Based on foreseen start up delay, and depending on the number and costs of the proposals, four pilot projects will be the minimum number selected.

Funding will continue through the biennium. Projects may continue pending Legislative approval of the funding.

Proposals are due to the State Commission on Children and Families by April 11, 1994. Selections will be approved by the State Commission on May 6, 1994.

MEETING DATE: ~~MAR 22 1994~~ ~~APR 07 1994~~

AGENDA NO: ~~25~~ ~~29~~

APR 21 1994

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Consolidated Cable Communications Commission's  
FY 1994-95 Proposed Budget

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: March 24, 1994

Amount of Time Needed: 20 min

DEPARTMENT: \_\_\_\_\_ DIVISION: \_\_\_\_\_

CONTACT: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Jack Adams (CCCC Commissioner) &  
David Olson or Sally Kimsey  
ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): we request that you  
consider and approve the Consolidated Cable Communication  
Commission's Proposed FY 1994-95 Budget.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Sally Kimsey

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Continued for 2 weeks - 4-21-94.

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR 17 AM 11:33  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
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: Maria Rojo de Steffey, Staff Assistant  
FROM: Ching Hay, Budget Specialist *CH*  
DATE: March 17, 1994  
SUBJECT: Consolidated Cable Communications Commission (CCCC)

I have reviewed the 1994-95 Proposed Budget. This budget will be reviewed by Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County and has to be unanimously approved by these jurisdictions for it to be adopted. This budget includes amounts to be budgeted for the Cable Regulatory Office, Mt. Hood Community College Program in Community Television, Portland Cable Access Television and Multnomah Community Television.

The Commission has developed several workload challenges for 1994-95. An interesting idea is the development of a plan for a Public Development Fund worth \$250,000 to encourage public agencies to use the Institutional Network. This source will not be available after 1998. This fund is to be used for video equipment and other capital items. The County might be able to make use of this feature.

A significant change is that due to annexations to Portland, the number of subscribers located in Multnomah County will be reduced from 8,199 to 3,989 on July 1, 1994. The County's contribution to the Cable Regulatory Office will decrease by \$9,126 to \$33,044.

The Cost Allocation on page 12 shows that costs for MCRC are allocated out among the 5 jurisdictions based on the 'number of subscribers' formula. Following that allocation formula, I show that Multnomah County should only pay 14.66% of MCRC's cost or about \$19,979. That is a reduction of an additional \$13,065.

I have spoken to Sally Kimsey of the Cable Office about the cost allocation and also about the franchise revenue, specifically about their allocations to the 5 jurisdictions (excluding Portland). She is looking into it, but at this time, is unable to provide a conclusive answer. I will provide an update when I hear from her, hopefully by Friday, March 18th.


c Dave Warren

## CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

1120 SW Fifth Ave., #1021  
Portland, OR 97204

Phone: (503) 823-5385  
Fax: (503) 823-5370

TO: Board of County Commissioners

FROM: Sally L. Kimsey 

TODAY'S DATE: March 4, 1994

RE: Consolidated Cable Communications Commission FY 1994-95 Budget

I. Recommendation/Action Required

The Consolidated Cable Communications Commission presents the enclosed FY 1994-95 budget request for your consideration and recommends approval.

II. Background/Analysis

The budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission. The Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction.

The mission of the Commission is to enforce and administer cable television franchise agreements for the jurisdictions of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters related to cable communications for the member jurisdictions and their citizens.

III. Financial Impact:

Multnomah County's share of expected franchise fees is \$163,785. After a \$33,044 contribution for the operating budget and an estimated payment of \$87,471 to MCTV, approximately \$36,070 will be returned to the County. The Commission used a modified zero-based budget approach in developing the FY 1994-95 budget. The process involved developing a budget at 95% of the current year budget and a series of optional service level increments called "decision packages".

IV. Legal Issues:

The Intergovernmental Agreement requires that each jurisdiction review the Commission's proposed budget prior to April 1. The Agreement requires the unanimous approval of the jurisdictions. If adopted by the jurisdictions, the budget will become effective July 1, 1994.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation

All budget hearings were open to the public. Additionally, the Commissioners are citizen volunteers representing the interests of their jurisdictions. I would not anticipate citizen testimony at the board meeting.

VIII. Other Government Participation

The Commission is a multi-jurisdictional commission serving the cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County. Each jurisdiction will hold a hearing on this budget.


## CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

1120 SW Fifth Ave., #1021  
Portland, OR 97204

Phone: (503) 823-5385  
Fax: (503) 823-5370

February 25, 1994

TO: Chair of the Board and Commissioners

FROM: Commissioner Jack Adams and David C. Olson 

RE: Consolidated Cable Communications Commission FY 1994-95 Budget

The Consolidated Cable Communications Commission presents the enclosed FY 1994-95 budget request for your consideration and recommends approval. The budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission. The Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction.

The mission of the Commission is to enforce and administer cable television franchise agreements for the jurisdictions of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters related to cable communications for the member jurisdictions and their citizens.

The Commission used a modified zero-based budget approach in developing the FY 1994-95 budget. The process involved developing a budget at 95% of the current year budget and a series of optional service level increments called "decision packages". The Commission recommends funding of several decision packages including: Paragon Renewal, Financial Analysis for rate regulation, .3 of existing staff position, I-NET Technical Assistance and an efficiency package including a more efficient customer service work-station and a software upgrade.

The Portland Cable Access, Multnomah Community Television and the Program in Community Television Budgets are attached as Appendices. The Portland Cable Access budget is included for informational purposes only.

The Intergovernmental Agreement requires that each jurisdiction review the Commission's proposed budget prior to April 1. The Multnomah County Commission is scheduled to hear the Commission's budget Thursday, March 24, 1994 at 9:30 a.m. If adopted by the jurisdictions, the budget will become effective July 1, 1994.

I will be presenting the enclosed budget request at your upcoming meeting. Please contact David Olson or me if you have any questions or need further information.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving the )  
Consolidated Cable Communi- ) RESOLUTION  
cations Commission Proposed FY ) 94-  
1994-95 Budget )

WHEREAS, the mission of the Consolidated Cable Communications Commission is to enforce and administer cable television franchise agreements for the jurisdictions of the cities of Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters related to cable communications for the member jurisdictions and their citizens; and

WHEREAS, the Intergovernmental Agreement requires that each jurisdiction review the Commission's proposed budget prior to April 1st; and

WHEREAS, the attached FY 1994-95 Proposed Cable Communications Commission Budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission; and

WHEREAS, the Commission unanimously approved the budget on January 18, 1994 for submission to each jurisdiction; now therefore

IT IS HEREBY RESOLVED, that the Consolidated Cable Communications Budget for FY 1994-95 is approved.

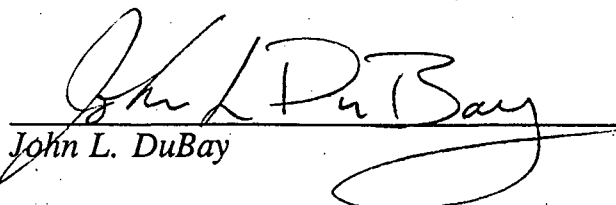
DATED this 7th day of April, 1994.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

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

  
John L. DuBay

# CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

City of Portland  
Multnomah County

City of Gresham  
City of Fairview

City of Troutdale  
City of Wood Village

## PROPOSED BUDGET FISCAL YEAR 1994-95

JANUARY 1994

### COMMISSIONERS:

Jack Adams  
Barbara Rutherford Crest  
Larry Micohn  
Ken Osuna  
J. Dennis Quail  
Rose Read  
Jan Shearer

David C. Olson, Director