

These minutes contain materials which paraphrase and/or summarize statements made during this session. Only text enclosed in quotation marks

report a speaker's exact words. For complete contents of the proceedings, please refer to the tapes.

HOUSE COMMITTEE ON BUSINESS AND CONSUMER AFFAIRS

March 5, 1991  
P.M.

Hearing Room F 1:30  
Tapes 42 - 45

MEMBERS PRESENT: Rep. John Schoon, Chair Rep. Hedy L. Rijken,  
Vice-Chair Rep. Jerry Barnes Rep. Lisa Naito Rep. Carolyn Oakley Rep.  
Beverly Stein Rep. Greg Walden

STAFF PRESENT: Terry Connolly, Committee Administrator Annetta  
Mullins, Committee Assistant

MEASURES CONSIDERED: HB 2774 PH HB 2337 PH & WS HB 2637  
PH

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TAPE 42, SIDE A

010 CHAIR SCHOON calls the meeting to order at 1:35 p.m. and opens the public hearing on HB 277 4.

HB 2774 - AUTHORIZES INSURANCE COVERING PIPELINE COMPANY, CONTRACTORS AND SUBCONTRACTORS. Witnesses: Marvin Fjordbeck, Attorney for Pacific Gas Transmission Co. Roland Young, Pacific Gas Transmission Company and Pacific Gas and Electric

Company Pipeline Expansion Project Emmet Monaghan, Construction and Energy Group, Johnson & Higgins of California, Inc. Dick McGavock, Insurance Division, Dept. of Insurance & Finance Ron Crawford, Oregon Professional Insurance Agents Ed Davis, Independent Insurance Agents of Oregon John Gervais, National Electrical Contractors Association Jody Fisher, Nan Heim Associates Karen Frey, Tri-Met Catherine Brown, Port of Portland

TERRY CONNOLLY, Administrator, reviews the Preliminary Staff Measure Summary (EXHIBIT A).

MARVIN FJORDBECK, Pacific Gas Transmission Co., submits and paraphrases a prepared statement in support of HB 2774 (EXHIBIT B).

098 ROLAND YOUNG, Public Information Manager, Pacific Gas Transmission Company and Pacific Gas and Electric Company Pipeline Expansion Project, submits a prepared statement and map showing location of proposed gas

line (EXHIBIT C). He reads the prepared statement.

206 EMMET MONAGHAN, Vice President and Manager, Construction and Energy Group, Johnson & Higgins of California, Inc., submits and reads a prepared statement on insurance coverage for the pipeline project and explains safety rates cited in attachment (EXHIBIT D).

363 REP. STEIN: Why don't we require this for all large construction projects?

367 MR. MONAGHAN: This is an arrangement that is gradually becoming more prevalent with very large construction projects. It only works on projects that are about \$200 million or larger. That is because you need to have a large number of highly qualified safety experts on the job at all time. It needs to generate a large amount of premium in order to allow the insurance company, project manager and owner to employ qualified safety experts.

401 REP. STEIN: Are workers compensation costs reduced for the small businesses because they are covered by the wrap-up?

MR. MONAGHAN: Yes. Workers compensation is calculated on the actual amount of payroll on the job. The payroll for a contractor would be removed from the calculation that he would make for his regular workers compensation payroll.

410 REP. STEIN: Why are you including petroleum and petroleum products on page 1, lines 9 and 11?

MR. FJORDBECK: The definitions of "pipeline" and "pipeline company" were borrowed from the state condemnation law. I don't have any purpose in mind of applying it to any other kind of pipeline company.

TAPE 43, SIDE A

022 CHAIR SCHOON: What assurance do we have that workers will have as much or more coverage as they do now?

MR. MONAGHAN: The benefits would be the same because benefits are set statutorily and they will be delivered as in any event.

033 CHAIR SCHOON: Mr. Fjordbeck's testimony on page 3 refers to an exception from ORS 656 .126 for temporary employees. How does this bill affect that section of the statute?

040 MR. FJORDBECK: ORS 656.126 allows a worker from another state to be covered by that state's workers compensation insurance if he is a temporary employee within the state of Oregon; the other state's rules apply. This exception was inserted at the suggestion of the Department of Insurance and Finance so as to not run afoul of that because some construction will be done near borders and it was believed we didn't want the exception for wrap-up to run afoul of that 1989 amendment. The effect would be that a worker would be covered by this policy in Oregon regardless of what the outside-of-state employer covers for him.

054 CHAIR SCHOON: You said you didn't want it to run afoul of the existing statutes and yet we are looking at an exception to it.

059 MR. FJORDBECK: The current statute requires a temporary worker within this state to be exempted from the other state's coverage. We want the employee to be covered by the PGT policy. That is why we created the exception.

067 CHAIR SCHOON: You referred to a comprehensive liability policy as well as the workers compensation policy. I have difficulty

understanding what policies we are talking about in the bill.

071 MR. MONAGHAN: I believe the Oregon statute refers to workers compensation and the control of that. It is common to have both workers compensation insurance and the general liability insurance to go along with that so there can be close control of claims. Putting the two policies together allows a comprehensive response not only to worker injuries but also to any damage along the right-of-way.

087 CHAIR SCHOON: Does the bill cover anything more than workers compensation?

088 MR. FJORDBECK: It is not designed to, although the wrap-up policy would be for the reason liability or casualty insurance on commercial risks is exempted from the fictitious grouping statute. The fictitious grouping statute doesn't apply to liability or casualty insurance. So the purpose of the bill is to allow wrap-up coverage, not under the workers compensation law because that is what would be barred. The company could seek on its own a wrap-up general liability policy as an exemption to the current fictitious grouping statute.

091 CHAIR SCHOON: What does the safety program consist of?

095 MR. MONAGHAN: The job will be staffed with a safety engineer, a certified safety professional who has professional licensing requirements similar to a professional engineer in other disciplines. Working with the project, the Bechtel group, and the project owner, PGT, that individual will design a program to look at the risks on the job. It will include someone knowledgeable about each of the trades and a program will be applied to each through a joint program.

129 CHAIR SCHOON: How will safety be enforced?

MR. MONAGHAN: A full-time safety professional will be on each segment of the job. That professional, through his employer, would have the right to shut down the job, withhold payment or impose other penalties on any contractor or subcontractor who would be deemed to be deficient in safety practices.

146 CHAIR SCHOON: How about training?

147 MR. MONAGHAN: Training is the responsibility of the individual contractor and the safety professional. Those are usually done together prior to entering the job sites. Before the work starts, each contractor would get a safety manual and insurance manual and there would be introductory safety programs. Once or twice a week the workers will sit down with the foreman and the safety person to go over the job standards and reiterate the need for continued safety and education for new contractors and people coming onto the site. Education is an on-going requirement for all workers.

161 CHAIR SCHOON: Is there a bonus for workers for good safety records?

MR. MONAGHAN: Not ordinarily because the requirements are usually so stringent that the presumption is there will be an enormous length of time between injuries and we try to look at the bonus as the lack of disabling injuries on the job. There can be bonuses, but those are generally associated with the individual contractors and not the owners. A safety program is preventive in nature. A reward system hasn't been seen to be effective.

189 DICK McGAVOCK, Program Executive, Insurance Division, Department of Insurance and Finance, submits and reads a prepared statement (EXHIBIT E).

230 CHAIR SCHOON: Would you repeat your comments about the policies covered by the bill?

MR. McGAVOCK: The measure carves out an exception to the fictitious grouping statute, ORS 737 .346 and the unfair trade practices provisions of ORS 746.160 of the Insurance Code. Both of those statutes transcend all property and casualty lines of insurance for aviation, boat or machinery. ORS Chapter 737 does exempt certain lines from filing and I think marine is one of them. But to the extent they are subject to ORS 737, it does exempt wet marine and other exemptions provided in the preamble section of ORS 737.006 to .009 would cover all PUC.

271 CHAIR SCHOON: Where does workers compensation fit in here?

271 MR. McGAVOCK: It is the major line; it is a subdivision of casualty insurance. Comprehensive general liability is also one of the lines of casualty classes of insurance.

263 REP. NAITO: Can you explain why we have the fictitious statute?

271 MR. McGAVOCK: I believe it dates back to the 20's or 30's; the first exemptions were made in 1985. Since wrap-ups compel the subcontractor to secure the coverage under an umbrella policy, it goes beyond pricing. Fictitious grouping deals solely with pricing, not with the unfair trade practices concerns like ORS 746.160. The Tort Reform Act of 1987 opened this further to commercial liability insurance. I will provide a legal brief stating what I have attempted to say.

429 RON CRAWFORD, Oregon Professional Insurance Agents, submits and reads a prepared statement in opposition to HB 2774 and amendments to be proposed by Tri-Met (EXHIBIT F).

TAPE 42, SIDE B

MR. CRAWFORD continues with his prepared statement (EXHIBIT F).

099 ED DAVIS, a member of the board of Independent Insurance Agents of Oregon and a member of their legislative committee: A wrap-up from a risk management standpoint makes a lot of sense for the owner and an incredible amount of sense for the broker who happens to be fortunate enough to be providing the services to the owner. It makes no sense to the people being forced into being grouped into a program that may or may not choose to be a part of. The savings that often come through a wrap-up are possible as a result of risk retention or retrospective rating programs where the insurer agrees to return a significant part of the premium to the policy holder in the event losses are much reduced from what was anticipated in the initial rating established. By combining and getting the ability to have those kinds of retrospective rating programs, the owner can achieve some savings.

The Chair asked whether there were benefits to the injured workers and I presume the implication was also to the subcontractors from those savings realized; the answer was clearly no. In the absence of a wrap-up those injured workers often times are the beneficiaries of incentive safety programs put together by the employers and which the employer cannot afford if they are not realizing the savings from their own safety.

I would like to emphasize the comment by Mr. Crawford about the experience modification rating program, especially as to workers compensation. In Oregon and in other states, employers pay a percentage above or below the standard set rates for given classifications based upon their own average experience as measured against the average experience for their classes of risk. If all the experience on a

project is excluded from the individual employer's own experience, then that will distort the effectiveness of the classification system as it reflects on their own future premium payments in the workers compensation system.

The Independent Insurance Agents of Oregon differ from the Professional Insurance Agents only in our stance on the original bill. Recognizing the committee has not seen the amendments, our concern with the original bill as proposed was primarily it is a benefit for the big guys. It conceivably could benefit one member of our association to the detriment of the other several hundred who are not getting any piece of the action. We cannot tell you there is any great public danger if you pass the original bill; it is strictly a self-interest issue wanting to protect the rights of our members to represent their own clients.

We are concerned about the language of the original bill not being as specific as we would like it to be to this project and we were concerned that the lack of specificity in the original bill could lead to openings and to other people trying to push projects within the sunset provision. Our concern is proven to have been realized in the amendments that will be requested to broaden the exemption and a reducing the size of the project limits that would qualify for the exemption.

The fictitious grouping statutes are there to protect against anti-competitive kinds of practices within the industry where a particular group might encourage others who might otherwise have no reason to be coming together to put all their business under one group in order to realize savings that others would not have access to in the market place. It is a form of discrimination by allowing certain rating programs to be available to some and not to others. We are not testifying or suggesting there isn't a legitimate reason to exempt this particular project. We would suggest, however, there are other ways to provide sound risk management on a project, other ways to provide employer and employee safety short of forcing everyone to have the insurance program. I would also suggest the project is not going to come to a halt if you choose not to grant the exemption and have them go through their risk management in a more conventional way.

190 REP. STEIN: Do you dispute that wrap-up insurance reduces disabling injuries by 30 to 40 percent?

191 MR. DAVIS: I have no specific statistical evidence on that. I am suggesting that the ability to achieve savings of frequency of disabling injury is a result of specific risk management techniques, not a result of how the insurance is purchased.

204 REP. BARNES: On page 2, line 1, I would have thought that language would provide some protection to individual agents.

211 MR. DAVIS: Our concern is that the amount of commission that an individual agent is likely to lose is not likely to be business-threatening. The is not a public interest threat and I don't predict agents will not go out of business because of this bill. We incur additional costs and loss of revenues but they are not likely to be of the magnitude that would threaten the continuation of our business. That doesn't make it right.

231 JOHN GERVAIS, National Electrical Contractors Association: We have some problems with the wrap-around concept. We find it creates administration problems for our subcontractors when we get bundled into the concept where the general contractor provides the workers compensation: a. It takes away our abilities to utilize our premium discounts for our safety record, b. the administration of the operation, c. the amount of financial coverage provided and d. the amount of time

we are covered. We would like to oppose the amendments or work with them to make them not apply to us. That may not be possible and not do damage to the bill. This is not a concept we are happy with.

259 JODY FISHER, Nan Heim Associates, representing Tri-Met, introduces Karen Frey of Tri-Met and Catherine Brown of the Port of Portland: We are submitting the much talked about amendments (EXHIBIT G). We support HB 2774. Our amendments would open wrap-up insurance to any city, county, school district, transit agency or other political subdivision. We have gone from \$250 to \$70 million projects. The amendment would also change the sunset clause from July 1, 2000 to July 1, 2001.

Tri-Met's intention is to purchase wrap-up insurance for the Westside Lightrail Project as we purchased it for the Eastside Lightrail Project. We came in with a bill in 1981 for a wrap-up policy. It sunset in 1987 and we would like to do the same again.

The Port of Portland also has a project in mind that would fit this bill.

271 KAREN FREY, Risk Manager, Tri-Met, submits and summarizes a prepared statement in support of HB 2774 (EXHIBIT H).

300 CATHERINE BROWN, Risk Manger, Port of Portland, submits and paraphrases a prepared statement in support of HB 2774 (EXHIBIT I).

390 REP. BARNES: Why didn't you come in with bills to deal with your respective construction projects?

392 JODY FISHER: We were in discussion with the gas company earlier in the session and they said this bill was coming and we thought perhaps we could amend it. There was discussion about putting in a bill or whether we should deal with it all together; we chose to deal with it together.

402 REP. STEIN: What is the total cost of the Westside Lightrail Project?

403 MS. FREY: The current estimates are \$944 million. The workers compensation premium savings would be well over \$6 million.

413 CHAIR SCHOON: What is the estimate for the airport concourse project?

MS. BROWN: It would be \$104.4 million, which would generate a workers compensation premium in the neighborhood of \$3 million to \$5 million.

435 CHAIR SCHOON: Why do the proposed amendments (EXHIBIT G) talk about a combined total cost of \$70 million?

438 MS. BROWN: The reason the \$70 million figure is included is the difference between the \$104.4 million and \$70 million represents contingencies and other administrative costs associated with the airport expansion project. The total bottom line projected cost is \$104. The \$70 million is administrative, overhead, architectural.

TAPE 43, SIDE B

014 REP. WALDEN: Why not allow anybody to do this?

013 MS. BROWN: Not understanding the history of fictitious grouping, I understand there have been concerns about abuses and frauds that may be experienced in allowing these types of groups to form. It might be something that the Insurance Division could not handle. I also think, as has been suggested, that a project needs to be of a certain level

that would result in some cost savings.

037 REP. WALDEN: Are we engaging in cost shifting here?

042 MS. FREY: I understand that would not be the case. We will be able to entertain some volume price discounts because of the size of the project, but that doesn't necessarily mean it will be passed on to somebody else.

053 REP. STEIN: Do other states have similar statutory schemes?

065 MR. MCGAVOCK: I am not aware of other states having statutory or administrative rule schemes for such. This is a public policy question for the people of Oregon. However, perhaps some of the committee's concerns could be answered by the Director's report to the Sixty-Second Legislative Assembly which touched upon the abuses and drew a line with public bodies as opposed to the private type and alludes to the fact that a line should be drawn at a certain minimum level. Wrap-ups only work through efficiencies.

143 REP. WALDEN: Is there a threshold number?

143 MR. MCGAVOCK: The enactments in 1979 prescribed a construction project level of \$50 million. In 1981 it was raised to \$60 million.

176 CHAIR SCHOON closes the public hearing and announces that HB 2774 will be scheduled for a work session next week.

179 CHAIR SCHOON declares the meeting in recess from 3:14 to 3:32 p.m.

184 CHAIR SCHOON opens the public hearing on HB 2337.

(Tape 43, Side B) HB 2337 - INCREASES EXAMINATION AND LICENSE FEES FOR CHIROPRACTORS. Witnesses: Jan Dean, Executive Department

The Preliminary Staff Measure Summary is hereby made a part of these minutes (EXHIBIT J).

189 JAN DEAN, Executive Department: The Governor supports HB 2337. The proposed increases in fees have been reviewed by the Executive Department and it is our understanding that the increases are supported by the majority of the chiropractic physicians in Oregon. The increases are necessary for the Governor's recommended budget which continues the legislatively approved program level.

199 TERRY CONNOLLY, Administrator, reviews the Legislative Fiscal Analysis for HB 2337 (EXHIBIT K).

200 REP. WALDEN: How are they paying for the staff positions now?

212 MS. DEAN: During the interim the Emergency Board approved an investigative position as well as clerical support. The board had revenues that were sufficient to support the positions for the remainder of the 1989-91 biennium, but could not continue those positions in the 1991-93 biennium with the current fee schedule.

241 CHAIR SCHOON: Do you have comments on HB 2637?

242 MS. DEAN: The Governor's staff have reviewed HB 2637 and are not opposed to it.

231 CHAIR SCHOON: Do you have a preference on which bill we pass?

246 MS. DEAN: No, although HB 2337 was introduced at the request of the Executive Department. The Chiropractic Board did not introduce the other

pieces of HB 2337 because they did not submit their legislative proposals in time for them to go through the Governor's process to be reviewed and approved in time to be submitted.

257 CHAIR SCHOON closes the public hearing on HB 2337 and opens the public hearing on HB 263 7

(Tape 43, Side B) HB 2637 - MODIFIES JURISDICTION OF STATE BOARD OF CHIROPRACTIC EXAMINERS. Witnesses: Chuck Bennett, Oregon Chiropractic Physicians Association Christie Joachim, Executive Director, Board of Chiropractic Examiners Steve Gardner, Chair, Board of Chiropractic Examiners Susan Ray, D.C., Board of Chiropractic Examiners Dan Beeson, Oregon Chiropractic Physicians Association Julie Young, Executive Director, Oregon Chiropractic Physicians Association Jan Dean, Executive Department

The Preliminary Staff Measure Summary (EXHIBIT L) and Legislative Fiscal Analysis (EXHIBIT M) are hereby made a part of these minutes.

264 CHUCK BENNETT, Oregon Chiropractic Physicians Association: We have submitted several pieces of testimony including one reviewing the bill (EXHIBIT N). We would like to use HB 263 7 as the primary vehicle and amend in the fee increase proposed in HB 233 7. In reviewing this with our members and taking a close look at the history of the board, and the situation with the profession now relative to the regulatory responsibilities of the board, we would prefer to have legislative oversight of the board through its budget.

306 CHRISTIE JOACHIM, Executive Director of the Board of Chiropractic Examiners, submits a prepared statement explaining HB 2637 section by section and proposing amendments to include provisions of HB 2337, a list of disciplinary actions and a list of projected operating fees for 199 1-93 (EXHIBIT O). She reviews the bill and proposed amendments.

TAPE 44, SIDE A

MS. JOACHIM continues explaining HB 2637 and proposed amendments.

066 REP. WALDEN: Would you have any objection to putting in a requirement that the chiropractor must give 30 days notice to patients in cases of temporary or permanent closure of the practice?

064 MS. JOACHIM: I would not have a problem with that.

071 REP. NAITO: Who is to have access to the records and files of the patients? Page 4, line 37, doesn't specify who is to have access. Is it the patient or the board?

077 MS. JOACHIM: It encompasses all of them. Our primary concern is that the patient can get their records, especially in cases where they have taken radiographs and they don't want to have to get another xray. It could be the patient's attorney, the board, or any number of people.

083 REP. NAITO: I am assuming chiropractic physicians have the same confidentiality as attorneys or medical doctors. Is that correct? If so, I would suggest we limit that to the patient or the patient's designee.

093 MS. JOACHIM: My chair says that is fine, it doesn't hurt anything and it gives the patient and the board access.

136 REP. WALDEN: When was the current \$1,000 penalty set?

130 STEVE GARDNER, Chair, Chiropractic Board: I think it was two, possibly three sessions ago.



145 MS. JOACHIM continues explaining bill.

236 MS. JOACHIM: I am also asking to amend ORS 684.040 (2) (d) (SEE EXHIBIT O, page 3). The other is to ORS 684.060 on the reciprocity language. I would like to add "The board may in its discretion determine the criteria for issuing a license by reciprocity to include the number of years in practice."

328 REP. BARNES: I would like your assurance that the individual will be given due process when they come before the board. Can I assume the board automatically does that?

335 MR. JOACHIM: The board follows the APA and has a specific method for investigating complaints which has been approved by our Attorney General representative.

354 REP. BARNES: On page 2, line 42, it seems like when you speak of the district court you are talking about taking away someone's livelihood. What has the historical perspective been on using the district court versus the circuit court?

MR. GARDNER: In cases where the board has proposed to discipline a chiropractor, as we follow the act that was referred to, we are forced to go through due process. We are required to offer an informal interview followed by a contested case hearing should we propose to revoke or enter some sanction against the doctor. Cases have come before the board that have gone through that process, then to an appeals court and the decision was referred back to the board. It was handled through the State of Oregon rather than through a smaller district or one single district when it comes to proposed revocation.

367 MR. BARNES: It is a serious matter and generally serious matters are not handled at the district court level, they are handled at the circuit court level.

391 REP. RIJKEN: On page 4, in line 37, would you clarify "failing to give reasonable access." Does that need to be more specific?

MR. GARDNER: A chiropractor may decide to leave the state and we get the calls from a patient who would say they can't get their xrays or files. We investigate to find out what happened to the doctor. Sometimes we couldn't find the files or might find out by heresy where the files were. We have intended to make sure a doctor notifies us when they leave the state or abandon their files so we can make them available to the patients.

TAPE 45, SIDE A

006 REP. RIJKEN: If a doctor were to give notice, would the patient then have access to his/her file?

010 MS. JOACHIM: We would accept the 30 days when the doctor should notify the patient; access should be continuous. But after the doctor leaves, he must make some kind of provisions for allowing the patients to get access to their records for as long as it is necessary.

021 CHAIR SCHOON: We have work to do to conform the amendments to the bill. I suggest you work with Terry and Legislative Counsel to make your intent clearer.

042 OSUSAN RAY, D. C., Past President of the Board of Chiropractic Examiners: I want to offer my support and offer history on the workings of the board over the last 10 years. In the last 10 years, the

profession in our state and nationally has been going through growing pains. Graduates in the early 80's were putting a tremendous amount of pressure on a system that was designed for a small operation. There was strain on the agencies to accommodate the growth and as a result some of the boards and ours especially was caught without statutes in place to prosecute the new classes of violations. In the last several years there have been some problems with fraud and misrepresentation that weren't the class of problems we used to deal with. As we have grown we have needed more teeth and tools and statutory help to prosecute these violations. The current board and our new Executive Director have done a good job of cleaning up the statutes.

083 DAN BEESON, Chiropractic Physician, Portland, and Legislative Chair, Oregon Chiropractic Physicians Association: The Oregon Chiropractic Physicians Association supports everything you have just heard. The Legislative Committee has worked closely with the board in coming up with these concepts. We feel it is representative of what the field would like to have.

090 JULIE YOUNG, Executive Director, Oregon Chiropractic Physicians Association: We have given this information to the entire field and there has been unanimous support from the profession.

095 CHAIR SCHOON: We will be working with Legislative Counsel and the board to get the amendments drafted.

094 JAN DEAN: Since HB 2637 as it is going to be amended, leaves the fees in statute, I would like the committee to consider going with HB 2337 and deleting the language in HB 2637 because the boards' budget is contingent on this bill. Their budget is on hold because their revenue projections without these fees are not sufficient to fund the bill. If you choose not to do that, I would like to be sure that HB 2637 does reflect a subsequent referral to Ways and Means.

113 CHAIR SCHOON: Do you have problem with the committee passing out HB 233 7 in its current form and deleting the fee language in HB 2637?

125 MS. JOACHIM: I don't have any problems with that.

138 CHUCK BENNETT: It makes sense to get the fee bill out of here and complete HB 2637 without subsequent referral.

143 CHAIR SCHOON closes the public hearing on HB 2637 and opens the work session on HB 233 7.

CHARLES A. SIMPSON, D.C. and Chairman, Legislative Committee of the Chiropractic Society of Oregon, submits but does not present a prepared statement in support of HB 2337 and HB 2637 (EXHIBIT P).

(Tape 45, Side A) HB 2337 - INCREASES EXAMINATION AND LICENSE FEES FOR CHIROPRACTORS.

147 MOTION:REP. RIJKEN moves that HB 2337 be sent to the Floor with a DO PASS recommendation and that the bill be referred to Ways and Means in accordance with its prior referral.

162 VOTE:In a roll call vote, REPS. BARNES, NAITO, STEIN, WALDEN, RIJKEN and CHAIR SCHOON vote AYE. REP. OAKLEY IS EXCUSED.

168 CHAIR SCHOON declares the motion PASSED.

170 CHAIR SCHOON declares the meeting adjourned at 4:28 p.m.

Respectfully submitted, Reviewed by,

Annetta Mullins  
Assistant

Terry Connolly  
Administrator

EXHIBIT SUMMARY A -HB 2774, Preliminary Staff Measure Summary, staff B  
-HB 2774, prepared statement, Marvin Fjordbeck C -HB 2774, prepared  
statement, Roland Young D -HB 2774, prepared statement, Emmet Monaghan E  
-HB 2774, prepared statement, Richard McGavock F -HB 2774, prepared  
statement, Ron Crawford G -HB 2774, proposed amendments, Jody Fisher H  
-HB 2774, prepared statement, Karen Frey I -HB 2774, prepared statement,  
Catherine Brown J -HB 2337, Preliminary Staff Measure Summary, staff K  
-HB 2337, Legislative Fiscal Analysis, staff L -HB 2637, Preliminary  
Staff Measure Summary, staff M -HB 2637, Legislative Fiscal Analysis,  
staff N -HB 2637, prepared statement, Chuck Bennett O -HB 2637, prepared  
statement, Christie Joachim P -HB 2337, prepared statement, Charles  
Simpson, D.C.